

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 PAY TOC 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 TOC GROUP | PAY *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 | 26.96 | 4,673.07 | 56,076.80 |
| 9.0 | 885.20 | 931.20 | 976.80 | 1,052.40 | 26.31 | 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 |
| SERVICEWORKER 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

i

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
No. 159.1**

TITLE

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.