

NYSEG

K# 6070 132 pp. ees = 1,987

Agreement between

**System Council U-7 of the
International Brotherhood
of Electrical Workers**

Consisting of Local Unions
83, 249, 966, and 1143

and

**New York State
Electric & Gas Corporation**

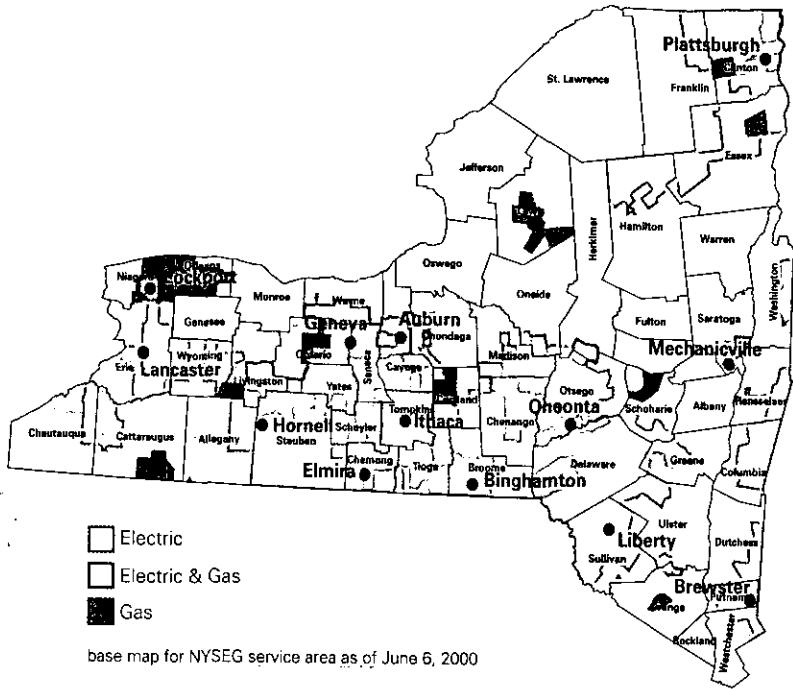
a subsidiary of Energy East Corporation



**Effective July 1, 2000
through June 30, 2005**

Amendments to the Agreement
made during 2000 Negotiations
are indicated in bold face type.

Those clauses, paragraphs or sections which are enclosed by the symbol ● apply only to employees in production (Exhibit A) classifications; those enclosed by the symbol ★ apply only to employees in clerical (Exhibit B) classifications; and those with no symbol apply to both classifications.



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JOINT COMMITMENT STATEMENT

Today's dynamic energy markets demand innovation and responsiveness. At the same time, Union members desire employment security, higher skilled jobs, and an improved standard of living. We believe the flexibility needed to be successful in this challenging environment can be attained when the Union is included in the planning processes and recognized as the collective force of NYSEG represented employees. As such, their institution and process of collective bargaining must be treated with dignity and respect.

As bargained, this Agreement contains the framework to transform the workplace through Union-Management involvement. It is a vision in which the Company becomes more customer-driven in outlook and operations, and the Union's role is enhanced through involvement in decisions affecting their work.

We will expand relationships at three levels with standing joint committees: Leadership Committee (Executive/System Council level), Operating Committee (Generation, T&D, Customer Service, Administration/System Council designees), and Business Committee (Principal Managers/Local Union President and designees). Each level has a role in making this joint commitment a way of life at NYSEG.

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131 pages

Duration = 7/1/2000 - 6/30/2005

TABLE OF CONTENTS

	Page
JOINT COMMITMENT STATEMENT	Opposite Front Cover
ALPHABETICAL INDEX.....	I-1 to I-11
PREAMBLE	1
ARTICLE	
I.....	Representation and Recognition..... 1-4
II.....	Check-off of Union Dues 4-5
III.....	Employer-Brotherhood Relationship 5-10
IV.....	Miscellaneous Working Conditions..... 10-12
V.....	Safety 13-14
VI.....	Meals and Lodging 14-18
VII.....	Hours of Work, Overtime and Holidays..... 18-23
VIII.....	Wages..... 23-24
IX.....	Vacations and Compensated Lost Time..... 24-29
X.....	Emergency Callouts..... 30
XI.....	Rest Period 30-31
XII.....	Job Specifications and Evaluation 31-32
XIII.....	Service and Seniority 32-33
XIV.....	Vacancies, Promotions, Reassignments and Discharges..... 34-40
XV.....	Job Security 40-43
XVI.....	Reductions in Force Not Covered by Job Security..... 43-44
XVII.....	Grievances and Arbitration..... 44-45
XVIII	No Strikes – No Lockouts 46
XIX	Separability Clause 46
XX	Term of Agreement 47
SYSTEM COUNCIL MEMBERS.....	48
EXHIBIT A.....	Production Job Classifications..... 49-56
EXHIBIT B.....	Clerical Job Classifications 56-60
EXHIBIT B/A..	Wage Rates..... 61-62
EXHIBIT C.....	
General Bulletin No. 1	
Severance Pay	63-64
General Bulletin No. 2	
Partially Incapacitated Employees.....	64-65
General Bulletin No. 3	
Occupational Disability Benefits	66-69
General Bulletin No. 4	
Compensated Lost Time	70-71
General Bulletin No. 5	
Sick and Injury Leave.....	71-72

General Bulletin No. 6

<i>Personal Leave</i>	73
EXHIBIT D	
Training and Progression Programs	
Common Provisions.....	74-75
Certified Welders.....	75
Electric Field Planners.....	76-78
Field Testers "B".....	79-81
Gas Department.....	82-86
Gas Field Planners.....	87
Line and UC&M.....	88-91
Machinists.....	92
Mechanics.....	92-93
Meter Technicians	93-96
Power Plant Electricians.....	97
Power Plant Mechanics.....	97-98
Power Plant Technicians.....	98-99
Section Operators.....	99-102
System Protection and Control Technicians.....	103-105
Other Memoranda of Agreement	
EDP Programmers Selection and Progression.....	106
Equipment Operator Classifications.....	107-108
Gas Department	
Contracting and Supervision.....	108
Facilities – Operating Duties.....	109
Generating Stations – Employees	
Temporarily Assigned to Other Stations.....	110-111
Line and UC&M Departments	
Buried Distribution Work.....	111-112
Supervisory Responsibilities	
Line Mechanics – Assigned Additional	
Supervisory Responsibility.....	112-114
UC&M Mechanics 1/C – Combined Crews.....	115
15KV Gloving.....	116

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ALPHABETICAL INDEX

	Article	Page
A&S Benefits	IX (M)	28-29
Accident Investigation	V (D)	13
Accidents - Lost Time	V (D)	13
Agreements - Company to Furnish	III (F)	6
Antidiscrimination	III (C)	5-6
Arbitration	XVII(B), (D);	44-46
Bidding	XIV (B)	34-35
Bonus (See Substitution Bonus)		
Bulletin Boards	III (G)	6
Buried Distribution Work	Exhibit D	111-112
Business Agent	III (J) (1), (2)	6-10
Callouts - Minimum Pay (Also See "Emergencies")	X (A)	30
Carryover of Leave		
Occupational Disability	General Bulletin No. 5	71-72
Personal	General Bulletin No. 6	73
Sick	General Bulletin No. 5	71-72
Change of Schedule		
Day Worker in Generating Station	VII (D)	19
Scheduled Worker	VII (F)	19
Shift Worker	VII (J)	20
Check-off Union Dues	II	4-5
Chief Line Mechanics - Additional		
Supervision	Exhibit D	112-114
Clerical Employees - Defined	I (C)	2
Clerical Progression	XIV (G);	36-39
.....	Exhibit B	60
Clerical Job Classifications	Exhibit B	56-59
Certified Welders Progression	Exhibit D	75
Committees - Brotherhood		
Accident Investigation	V (D)	13
Discussions	I (A)	1-2
Grievances	XVII (B), (C)	44-46
Safety	V (A)	13
Company Service Defined	XIII (B)	32
Combined Crews		
Line	Exhibit D	113
UC&M	Exhibit D	115
Compensated Lost Time	General Bulletin No. 4	70-71
Contracting Work	IV (F), (G), (H)	12-13
Coverall Service (Also see Uniforms)	IV (C)	11-12
Customer Representatives	Exhibit B	59
Day Workers - Defined	VII (B)	18
Day Workers - Standard Workday	VII (B)	18
Daylight Savings Time	VII (L)	20

	Article	Page
Death in Family	General Bulletin No. 4	7
Disability Benefits		
<i>Beyond Normal Retirement</i>	General Bulletin No. 4	7
Extended	IX (M)	28-2
For Probationary and Temporary Employees	IX (N)	2
Waiting Period	General Bulletin No. 4	70-7
Discharge	III (A);	
.....	XIV (K), (L)	40
Discipline	III (A);	
.....	XIV (K), (L)	40
Downward and Lateral Bidding Restriction	XIV (B)	34-3
<i>Draftee Replacement</i>		
Seniority	XIV (E)	36
Severance Pay	General Bulletin No. 1	63-64
Status as Employee	I (C)	2
EDP Programmers - Selection and Progression	Exhibit D	106-107
Electric Field Planners Training Program	Exhibit D	76-78
Emergencies		
Callouts - Minimum Pay	X (A)	30
Change of Schedules	VII (F), (J)	19-20
Job Assignments	IV (A)	10-11
Meals and Mealtime	VI (D), (E)	16-17
Rest (Time Off) Periods	XI (A), (B), (C)	30-31
Shift Worker	VII (E), (K)	19, 20
Supervisor in Charge - Callouts	X (B)	30
Supervisor Working	IV (A)	10-11
Working Conditions	V (G), (I)	14
Emergency Callouts	X	30
Employee- Defined	I (C)	2
Employer - Brotherhood Relationship	III	5-10
Equipment Operator Classifications	Exhibit D	107-108
Exhibits		
A - Production Job Classifications & Wage Schedules		49-56
B - Clerical Job Classifications & Wage Schedules		56-60
B/A - Wage Rates		61-62
C - General Bulletins		63-73
D - Training and Other Memoranda		74-116
Expenses - Meals and Lodging	VI	14-18
Fatigue Time (See Rest Periods)		
Field Planners (See Electric or Gas Field Planners)		
Field Testers "B" Training Program	Exhibit D	79-81
First Aid Kits	V (E)	13-14
Funerals	General Bulletin No. 4	70
Gas Department Training Program	Exhibit D	82-86
Gas Department Supervision	Exhibit D	108
Gas Facilities - Operating Duties	Exhibit D	109

	Article	Page
Gas Field Planners Program	Exhibit D	87
General Bulletins		
1 - Severance Pay	Exhibit C	63-64
2 - Partially Incapacitated Employees	Exhibit C	64-65
3 - Occupational Disability Benefits	Exhibit C	66-69
4 - Compensated Lost Time	Exhibit C	70-71
5 - Sick and Injury Leave	Exhibit C	71-72
6 - Personal Leave	Exhibit C	73
Effective Period	IX (L)	28
Generating Stations		
Per Diem	VI (A); Exhibit D	14; 111
Rescheduling/Reassignment	VII (D); Exhibit D	19; 110
Gloves - Work	IV (C)	13
Gloving -15 KV	Exhibit D	116
Grievances		
Employee or Brotherhood Grievances	XVII	44
New Type Work Schedule	VII (H)	19-20
Number of Representatives	XVII (C)	46
Pay While Participating	XVII (C)	46
Suspension or Discharge	XIV (K), (L)	40
Training Extension	Exhibit D	74-75
Job Awards	XIV (K)	40
Hiring Wage Rates	VIII (A); Exhibit B/A	23; 61-62
Holidays		
During Vacation	IX (C)	25
During Waiting Period	General Bulletin No. 5	71-72
If Required to Work	VII (R)	22-23
Observed	VII (R)	22-23
Hours of Work		
Basic Workday and Workweek	VII (A)	18
Change of Schedules	VII (D), (F), (J)	19-20
Shift, Day and Scheduled Workers Defined ..	VII (B), (C)	18
Hours of Work, Overtime and Holidays	VII	18-23
Inclement Weather	IV (E)	12
Meal Provided for	VI (D) 1(a)	16
Injury (on the job) Leave	General Bulletin No. 5	71-72
Job Award		
Pay	XIV (B)	34-35
Qualifications Defined	XIV (D)	35
Seniority Considerations	XIV (C)	35
Job Bidding	XIV (B)	34-35
Job Bidding - Lateral and Downward		
Restriction	XIV (B)	34-35
Job Classifications		
Clerical	Exhibit B	56-59
Production	Exhibit A	49-52

	Article	Page
Job Posting		
For Location	XIV (B)	34-35
For Vacancy	XIV (B)	34-35
Statewide	Exhibit D	82-83, 88
Vacancy-Temporary Construction Project	I (G)	3-4
Waiver of, Under GB No. 2	General Bulletin No. 2	64
Waiver of, Under GB No. 3	General Bulletin No. 3	67
Waiver of, Under Job Security	XV (A)	40-41
Job Security	XV	40-43
Job Specifications and Evaluation	XII	31-32
Joint Commitment Statement	—	Opposite Front Cover
Jury Duty	General Bulletin No. 4	70-71
Laborer		
Progression	XIV (I)	39
Transfer	XIV (I)	39
Lateral and Downward Bidding Restriction	XIV (B)	34-35
Layoff		
For Union Representatives	XVI (A)	43
In Relation To Severance Pay	XV (C);	41
.....	General Bulletin No. 1	63-64
Job Security	XV (A), (C), (E), (H)	40-42
None as a Result of Temporary Employment	I (G)	3-4
None to Equalize Overtime	VII (O)	21
Order of Layoff		
Non-Job Security	XVI (A)	43
Job Security	XV (E)	42
Reinstatement	XV (H); XVI (C)	42; 43-44
Seniority	XIII (C)	32-33
Vacation Rights, After Return From	IX (G)	26
Leaves of Absence		
Business Agent	III (J) (1), (2)	6-10
Job Bidding - Affect Upon	XIV (B)	34-35
National Guard and Reserve Duty	IX (K)	27-28
Personal Reasons	IX (J)	27
Seniority - Affect Upon	XIII (C)	32-33
Union Business	III (J) (1), (2)	6-10
Vacation Benefits Upon Return	IX (F)	25-26
Line Apprentice Program	Exhibit D	88-91
Line Department		
Additional Supervisory Responsibility	Exhibit D	112
Buried Distribution	Exhibit D	111-112
15 KV Gloving	Exhibit D	116
Line Mechanics - Additional Supervision	Exhibit D	112-113
Lockouts	XVIII	46
Lodging	VI (A)	14
Machinists Training Program	Exhibit D	92
Management Rights	III (A), (I)	5, 6

	Article	Page
Meal - Allowance in Lieu of	VI (B)	15
Meals and Lodging	VI	14-17
Meals Provided or Paid for by Company		
Outside Scheduled Hours of Work	VI (E)	16-17
Within Scheduled Hours of Work	VI (D)	16
Mealtime		
As Time Not Paid	VI (E) (2) (b)	17
As Time Paid	VI (D), (E), (F)	16-18
Interrupting Consecutive Hours of Work	XI (A)	30
Pay for Work Done During Usual and Customary Noon Mealtime	VI (F); VII (I)	18; 20
"Usual and Customary" Defined		
Breakfast and Dinner	VI (C)	15
Noon Meal	VI (F)	18
Mechanical Testers (See Power Plant Technicians)		
Mechanics Training Program	Exhibit D	92-93
Meter Technicians Training Program	Exhibit D	93-96
Military Leave	IX (K)	27-28
Military Pre-Induction Physicals	General Bulletin No. 4	71
Minimum Callout	X (A)	30
Miscellaneous Working Conditions	IV	10-12
Move Delay	XIV (B)	34-35
National Guard Duty	IX (K)	27
Night Rate (Shift Bonus)	VIII (B)	24
Nondiscrimination	III (C)	5
Occupational Disability Benefits	General Bulletin No. 3	66-69
Other Memoranda of Agreement	Exhibit D	106-116
Overtime -		
(Also See Premium Pay)		
Equalized	VII (O)	21
Shared Equally	VII (N)	21
Partially Incapacitated Employees	General Bulletin No. 2	64-65
Pensions	VIII (C)	24
Per Diem - Generating Stations	VI (A); Exhibit D	14-15; 111
Personal Time/Leave	General Bulletin No. 6	73
.....	VII (R)	22-23
Physical Exam - Military Service	General Bulletin No. 4	71
Posting Union Notices	III (G)	6
Power Plant (See Generating Stations)		
Power Plant Electricians Training Program	Exhibit D	97
Power Plant Mechanics Training Programs	Exhibit D	97-98
Power Plant Technicians Training Program	Exhibit D	98-99
Preamble	-	1
Prearranged Overtime	VII (P)	21-22
Premium Pay		
(Also See Overtime)		

	Article	Page
After 16 Consecutive Hours	XI (B)	30
Callouts		
General - Emergency	X (A)	30
Generating Stations, Central Dispatch	VII (E)	19
Shift Workers	VII (K)	20
Supervision - Emergency	X (B)	30
Daylight Savings Time	VII (L)	20
For Canceling Prearranged Overtime	VII (P)	20-21
For Rescheduling of Hours		
Dayworkers	VII (D); Exhibit D	19; 110
Scheduled Workers	VII (F)	19
Shift Workers	VII (J)	20
For Work During Customary Noon Mealtime	VI (F); VII (I)	18; 20
For Work During Rest Period	XI (B), (C)	30-31
Restoration Exceptions	VII (M)	21
Holidays	VII (R)	22-23
If Called in During Vacation	IX (E)	25
Over "8 or 40"	VII (M)	21
Prearranged Overtime	VII (P)	21-22
Preceding Workday	XI (C)	31
Restoration at Other Utility	VII (M)	21
Shift Differential	VIII (B)	24
Substituting for Higher		
Classification	XIV (J)	39
Sundays	VII (Q); VIII (B)	22; 24
When Vacation Deferred or		
Canceled by Management	IX (E)	25
Probationary Period	XIII (D), (E)	33
Production Employee - Defined	I (C)	2
Production Job Classifications	Exhibit A	49-56
Programmers - Selection and Training	Exhibit D	106
Progression		
Clerical	XIV (G);	36-39
.....	Exhibit B	56-60
Certified Welders	Exhibit D	75
Common Provisions	Exhibit D	74-75
Customer Representatives	Exhibit B	59
EDP Programmers	Exhibit D	106-107
Electric Field Planners	Exhibit D	76-78
Field Testers B	Exhibit D	79-81
Gas Department	Exhibit D	82-84
Gas Field Planners	Exhibit D	87
Laborers 1261	XIV (I)	39
Line Mechanics	Exhibit D	88-91
Machinists	Exhibit D	92
Mechanics	Exhibit D	92-93
Meter Technicians	Exhibit D	93-96

Progression [continued]	Article	Page
Power Plant Electricians	Exhibit D	97
Power Plant Mechanics	Exhibit D	97-98
Power Plant Technicians	Exhibit D	98-99
Section Operators	Exhibit D	99-101
System Protection and Control	Exhibit D	103-105
UC&M Mechanics	Exhibit D	88-91
Progression Schedules		
Clerical	Exhibit B	56-60
Production	Exhibit A	52-56
(Also See Specific Memorandum in Exhibit "D")		
Promotions	XIV (C), (D), (K)	35, 39-40
Qualifications - Defined	XIV (D)	35
Qualifying Employees		
Length of Qualifying Period	XIV (F), (G)	36-39
Performing Work of Higher Class	IV (A); XIV (J)	10-11; 39
Proper Instruction	XIII (D)	33
Rates Paid	XIV (G)	36-39
Shift Employees	XIV (H)	9
Reassignments; Rescheduling		
Day Worker	VII (D)	19
General Bulletin No. 2	General Bulletin No. 2	64-65
General Bulletin No. 3	General Bulletin No. 3	66
Job Security	XV	40-43
Scheduled Worker	VII (F)	19
Shift Worker	VII (J)	20
Recall from Layoff	XV (H); XVI (C)	42; 43-44
Reduction in Force		
Job Security	XV	40-43
Non-Job Security	XVI	43
Notice to Union	XV (I); XVI (A)	43
Relay Technicians (See System Protection & Control)		
Release for Disciplinary Reasons	XIV (L)	40
Repairman Training (See Power Plant Mechanics)		
Representation and Recognition	I	1-4
Rescheduling (See Reassignments)		
Reserve Duty	IX (K)	27-28
Rest Period; Time Off		
After 16 Consecutive Hours	XI (A), (B), (C)	30-31
As a Result of Working During the		
Period Prior to Regular Schedule	XI (C)	31
Restoration Exception	VII (M)	21
Change of Schedule	VII (F), (J)	19-20
General	XI	30-31
Restoration Work	VII (M)	21
Retirement (Pension Plan)	VIII (C)	24
Safety	V	13-14

	Article	Page
Safety Committee	V (A)	13
Schedule Changed (See Premium Pay (e))		
Scheduled Vacation	IX (E)	25
Scheduled Worker - Defined	VII (C)	18
Section Operator Training Program	Exhibit D	99-102
Seniority	XIII (C);	32-33
As Basis for Layoff and Recall	XV (E), (H); XVI (A), (C)	42; 43-44
As Basis for Promotion	XIV (C)	35
Bypassing More Senior Employee	XIV (K)	40
Defined	XIII (C)	32-33
Draftee Replacements	XIV (E)	36
During Layoff	XIII (C)	32-33
During Leave of Absence on Union Business	III (J) (1), (2)	6-10
During Personal Leaves of Absence	XIII (C)	32-33
During Sick or Accident Leaves	XIII (C)	32-33
Employees Relocated Under Job Security	XIII (C); XV (F)	32-33; 42
Employees Transferring to Another District	XIII (C)	32-33
New Regular Full-Time Employees	XIII (D)	33
Temporary Employees	XIII (E); XIV (E)	33; 36
Waivers of Seniority Provisions		
General Bulletin No. 2	General Bulletin No. 2	64-65
General Bulletin No. 3	General Bulletin No. 3	66-69
Separability Clause	XIX	47
Service and Seniority	XIII	32-33
Service With the Company (See Seniority)		
Severance Pay	General Bulletin No. 1	63-64
Shift Bonus	VII (D); VIII (B);	19; 24
.....	Exhibit D	112-113
Shift Employee - Called at Home	VII (E)	19
Shift Worker - Defined	VII (B)	18
Sick Leave	General Bulletin No. 5	71-72
Statewide Job Posting	Exhibit D	84,89
Storm Duty	VII (M)	21
Strikes - None	XVIII	46
Substitution Bonus		
Higher Classifications - 4 Hours or More	XIV (J)	39
Hourly Employees for Supervisor	XIV (J)	39
Hourly Employees in Charge on		
Emergency Callout	X (B)	30
Subterfuge	III (H)	6
Sunday Shift Bonus	VIII (B)	24
Sunday Work	VII (Q)	22
Supervisor		
Doing Work Customarily		
Performed by Hourly Employees	IV (A)	10-11
Reduction in Rank to Bargaining Unit	XIII (F)	33

	Article	Page
Substitution for	XIV (J)	39
Suspension for Disciplinary Reasons	XIV (K), (L)	40
System Protection and Control		
Technicians Training Program	Exhibit D	103-105
Temporary Assignments		
Additional Responsibility -		
Line	Exhibit D	112-113
UC&M	Exhibit D	115
During Emergency Callouts	X (B)	30
For More Than 4 Weeks	XIV (B)	34-35
To Higher Classification	XIV (J)	39-40
Substitution for Supervisor	XIV (J)	39-40
Vacation During	IX (C)	25
Temporary Employees		
Bidding Privileges	XIV (E)	36
Construction Projects	I (G)	3-4
Employment of	I (G)	3-4
Hours, Pay, Other Benefits	I (C), (E), (G);	2-4
.....	General Bulletins No. 4, 5, 6	70-73
Required to Join Union	I (E)	3
Seniority	XIII (E); XIV (E)	33; 36
Temporary Line Foreman	Exhibit D	113-114
Term of Agreement	XX	47
Time Off (See Compensated Lost Time; Rest Periods)		
Tools	IV (B), (C)	11-12
Training Programs		
Common Provisions	Exhibit D	74-75
Certified Welders	Exhibit D	75
Electric Field Planners	Exhibit D	76-78
Field Testers B	Exhibit D	79-81
Gas Department	Exhibit D	82-86
Gas Field Planners	Exhibit D	87
Line and UC&M	Exhibit D	88-91
Machinists	Exhibit D	92
Mechanics	Exhibit D	92-93
Meter Technicians	Exhibit D	93-96
Power Plant Electricians	Exhibit D	97
Power Plant Mechanics	Exhibit D	97-98
Power Plant Technicians	Exhibit D	98-99
Section Operators	Exhibit D	99-102
System Protection and Control Technicians ..	Exhibit D	103-105
Transfers		
Job Security	XV	40-43
Management Rights	III (A)	5
Notice	XIV (K)	40
Seniority	XIII (C)	32-33

	Article	Page
To Another District	XIII (C)	32-33
Transportation	IV D; Exhibit (D)	12; 111
Travel Time	IV (D)	12
UC&M Apprentice Program	Exhibit D	88-89
UC&M Department		
Buried Distribution Work	Exhibit D	111-112
Combined Crews Supervisions	Exhibit D	115
15 KV Gloving	Exhibit D	116
UC&M I/C Supv. Combined Crews	Exhibit D	115
Uniforms - Coverall Service	IV (C)	11-12
Uniforms - Meter Readers & Field Service Reps ..	IV (C)	11-12
Union		
Business Agent	III (J) (1), (2)	6-10
Dues Checkoff	II	4-5
Local Representatives		
Accident Investigation	V (D)	13
Discipline Hearing	XIV (L)	40
Discussion Subcommittee	I (A)	1-2
Occupational Disability Benefit Coverage ..	General Bulletin No. 3	66-69
Injury Leave Coverage	General Bulletin No. 5	71-72
Grievance Committees	XVII	44-46
Leave of Absence	III (J) (1), (2)	6-10
Local Presidents	-	48
Reduction in Force Consideration	XVI (A)	43
Safety Committee	V (A)	13
Maintenance of Membership	I (D)	2-3
Notification		
for Accident Investigation	V (D)	13
for Contractors	IV (H)	12
for Extension of Probation	XIII (D)	33
for Job Posting/Awards/Bypasses	XIV (B), (K)	34-35, 40
for Job Security Reduction	XV (I)	43
for Promotion, Transfer, Discipline, etc. ..	XIV (K)	40
for Recall of Employees	XV (H); XVI (C)	42; 43-44
for Reduction in Force	XVI (A)	43
for Return to Bargaining Unit	XIII (F)	33
for Training Test Failures Extensions, etc.	Exhibit D, Common	74-75
Recognition	I (A)	1-2
Security	I (D), (E)	2-3
Temporary Employee Requirement to Join	I (E)	3
Time Paid	XVII (C)	46
URD	Exhibit D	111-112
Vacancies	XIV (B)	34-35

	Article	Page
Vacancies, Promotions, Reassignments and Discharges	XIV	34-40
Vacations		
Allowance in Lieu of	IX (H)	26-27
Called in During	IX (E)	25
Canceled or Deferred	IX (E)	25
Carryover	IX (B)	24-25
Choice of Vacation Dates	IX (D)	25
Deferred	IX (B), (F)	24-25, 25-26
Entitlement	IX (A)	24
Holiday Within	IX (C)	25
Not Cumulative	IX (B)	24-25
Prior to Retirement	IX (I)	27
Scheduled	IX (E)	25
Upon Return from Layoff	IX (G)	26
Upon Return from Leave of Absence/Illness/Injury	IX (B), (F)	24-25, 25-26
Used as Waiting Period	General Bulletin No. 4	70-71
While on Temporary Assignment	IX (C)	25
Vacations and Compensated Lost Time	IX	24-29
Volunteer Emergency Squad	General Bulletin No. 4	71
Volunteer Firemen		
Compensated Lost Time	General Bulletin No. 4	71
Occupational Disability Benefits	General Bulletins No. 3	66-69
Injury Leave	General Bulletin No. 5	71-72
Wage Rates	Exhibit B/A	61-62
Wages		
Deduction for Union Dues	II	4-5
General	VIII; Exhibit B/A	23-24; 61-62
15-day Provision	XIV (B)	34-35
Waiting Period - Disability	IX (M),	28-29
.....	General Bulletin No. 4	70-71
.....	General Bulletin No. 5	71-72
Work Gloves	IV (C)	11-12
Working Conditions	IV	10-12
Working Under Raised Vehicle	V (J)	14

AGREEMENT

Between

SYSTEM COUNCIL U-7

Consisting of

LOCAL UNIONS

83, 249, 966, and 1143

of the

INTERNATIONAL BROTHERHOOD OF

ELECTRICAL WORKERS

(hereinafter called the Brotherhood)

and

NEW YORK STATE ELECTRIC & GAS

CORPORATION

(hereinafter called the Company)

An Equal Opportunity Employer

ARTICLE I

Representation and Recognition

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

It is agreed that in the event the Company should change its name or its ownership, this Agreement shall be binding on its successors or assigns.

The Brotherhood has proved to the satisfaction of the Company that it represents a majority of all production and clerical employees, as defined in Section (C) below, of the Company. Accordingly, the Company recognizes the Brotherhood as the sole and exclusive collective bargaining representative of the employees in the said bargaining unit and agrees to meet and treat with authorized representatives of the Brotherhood with respect to the rates of pay, hours of labor, and other conditions of employment of such employees.

The several Local Unions of the International Brotherhood of Electrical Workers, parties to this Agreement, have established a System Council for the purpose of dealing jointly with the Company in regard to matters covered by the terms of this Agreement. The Company hereby agrees to recognize and deal with said System Council for the purpose stated herein. In discussion of Job Specifications or in the adjustment of grievances applicable to this Agreement, or in the discussion of matters of mutual concern, the System Council U-7 shall appoint and normally be represented by a subcommittee of not more than four (4) members. One of the members of the subcommittee shall be the Secretary of the System Council U-7.

(B) During the period of this Agreement, the Company will not meet nor treat with any other labor organization with respect to the employees in the bargaining unit hereby established and confirmed.

(C) Production employees are defined as those whose work is chiefly of a physical character, who handle tools, operate machinery or equipment as evidenced by the schedule of jobs marked Exhibit "A" and attached hereto and made a part hereof.

Clerical employees are those in the classifications listed in Exhibit "B" attached hereto and made a part hereof, but excluding Secretaries and Human Resources Department employees.

For the purposes of this Agreement, the word "employees" shall apply to regular, full-time employees, who have successfully completed their probationary period, in the bargaining unit covered by this Agreement and shall include persons temporarily employed to replace employees within the bargaining unit, who have been granted a military leave of absence.

(D) All employees within the bargaining unit who were members of the Brotherhood as of the effective date of this Agreement or who thereafter become members shall, as a condition of continued employment, remain members in good standing during the period of this Agreement. All persons newly hired on a permanent basis during the period of this Agreement for job classifications covered hereby or thereafter permanently transferred to job classifications within the bargaining unit shall, as a condition of employment, be required to make a bona fide application for membership in the Brotherhood on or after the 30th day after their date of employment or transfer or the effective or execution date of this Agreement, whichever is later. All persons not now members of the Brotherhood who were hired after January 1, 1941, for classifications within the bargaining unit or subsequent to their employment transferred to classifications within the bargaining unit, shall be required to make a bona fide application for membership in the Brotherhood on or after the 30th day following their employ-

ment or transfer to a position within the bargaining unit or the effective or execution date of the Agreement, whichever is later. In the event that an employee covered hereby fails to comply with the requirements of this section, the Company shall, within thirty (30) days after receipt of written notice from the Brotherhood, discharge such employee.

(E) Persons, except cooperative trainees and students hired between terms, hired for temporary bargaining-unit vacancies will be required to make application for membership in the Brotherhood on or after their 30th day of such continuous employment, and thereafter remain members in good standing during the period of this Agreement, if they continue to be employed in a job shown in Exhibits "A" and "B". In the event that an individual covered hereby fails to comply with the requirements of this paragraph, the Company shall, within thirty (30) days after receipt of written notice from the Brotherhood, discharge him. These provisions in respect to the requirement of temporary people to join the Union do not change their status under the definition of the bargaining unit in Article I (C) which defines the "employees" represented by the Union as regular full-time employees in bargaining-unit jobs who have successfully completed their probationary period. Neither does it entitle the temporary personnel to any rights or benefits under the Agreement other than those explicitly provided for them in those portions of the Agreement which specifically refers to them.

(F) It is agreed that persons temporarily employed in the classifications covered by the Agreement, except as provided in Section (C) of this article, shall work under the general rules with respect to hours of labor and rates of pay laid down in this Agreement for the period of their temporary employment. This paragraph shall be interpreted to require only that the Company pay to temporary persons not less than the qualifying rate of pay for the job to which assigned while so employed; and to pay the appropriate overtime rate for all hours worked in excess of eight per day, and for all rest day work, depending in each case, upon the schedule to which assigned and upon the character of the work to which assigned, as defined in Article VII, Section (B) hereof.

- (G) Temporary employees may be employed for work in Production jobs:
 - (1) In any classification for a period not to exceed 15 days.
 - (2) In the lowest job classifications in situations which it is anticipated will continue for nine (9) months or less.
 - (3) In the higher job classifications in the event the provisions of Article XIV (B) (referring to filling of vacancies) fail to produce a

competent regular employee to fill a temporary vacancy in the higher job classification.

- (4) When a temporary employee is hired in one of the higher classifications under (G) (3), above, for a transmission construction project which will last more than 12 months, the job such employee occupies will be posted at the end of 9 months under provisions of Article XIV, governing Vacancies and Promotions. If the job is filled by a regular employee the temporary employee will be displaced. If not, the job will again be posted after a second 9-month period, if the assignment will last 3 months beyond that, and bids from regular employees will again be considered in accordance with Article XIV.

Employment of temporary employees in the higher job classifications other than such long-term projects, shall not exceed 9 months unless the provisions of Article XIV (B) fail to produce a competent regular employee to fill a continuing vacancy when 9 months has elapsed. ●

★ For the purpose of Section (F), temporary employment, within the classifications covered by this Agreement, shall not exceed 9 months within a 12-month period. ★

If temporary employees are continued longer than 6 months they shall be entitled to the rates of pay, hours of labor, vacation benefits and holiday pay provided herein for regular employees.

Such temporary employment shall not result in the layoff, or loss of regular time, of any regular employee.

Temporary employees will have their date of employment adjusted to reflect all previous time worked where no break in service of 60 days or more has occurred.

ARTICLE II

Check-off of Union Dues

On presentation by the Brotherhood to the local Human Resources Department of Authorizations to Check-off Union Dues of members of the Brotherhood, the Company shall deduct weekly from the wages of such members the amount of dues provided for in the authorizations, (or as subsequently amended by the Local Union in accordance with its Constitution and By-Laws and certified to the Company by the Financial Secretary of the Local Union) and shall remit the same monthly within 10

●—Applies to Production

★—Applies to Clerical

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days of the date of last deduction in the month to the Financial Secretary of the appropriate Local Union.

Such deductions shall be made from pay earned in each weekly payroll period if such earnings exceed the amount of the authorized dues deduction, after other deductions. If deductions cannot be made in any week the Local Union will be notified. The Company will deduct missed Brotherhood dues later in the same month in which an employee is absent, if possible.

The Company, in making these deductions, acts only as agent for the Union and shall not be responsible for errors or negligence in making or failing to make deductions.

The Company will terminate such deductions in the event that the employee's employment is terminated or the employee's position is no longer subject to this Agreement. An employee can revoke his authorization by sending 30 days' notice to cancel his dues deduction to the local Human Resources Department via certified mail.

ARTICLE III

Employer-Brotherhood Relationship

It is mutually understood and agreed by the parties to this Agreement that:

(A) The management of the Company and the direction of the working forces, including the right to hire, suspend, discharge for proper cause, promote, demote or transfer, and the right to relieve employees from duty because of lack of work or for other proper and legitimate reasons is vested and reserved in the Company, subject, however, to the limitations provided in this Agreement.

(B) There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee because of his membership in the Brotherhood or because of any lawful activities on behalf of the Brotherhood.

(C) *The Brotherhood and the Company will continue to comply with applicable legal provisions regarding non-discrimination in employment based on race, color, religion, sex, age, national origin, physical or mental disability, marital status, or veteran status. Words of either gender in this Agreement shall be held to include the other.*

(D) Members of the Brotherhood agree that they will use their influence and best endeavor to protect and preserve the property of the Company and its interest and that they will cooperate with the Company in promoting

and advancing its welfare and prosperity providing, however, that such cooperation shall not be detrimental to the interest of the Brotherhood or its members in any manner.

(E) It is further agreed that all questions of mutual concern and interest, not specifically or wholly covered by the terms hereof, arising during the term of this Agreement, shall become the exclusive concern of the International President of the Brotherhood and of the President of the Company, or of their specially authorized deputies, and their mutual decision in these matters shall be binding on all concerned for the period of this Agreement.

(F) The Company will notify each new employee of the existence of this Agreement and furnish him a copy.

(G) The posting of necessary Brotherhood notices on Company bulletin boards will be permitted.

(H) Neither the Company nor the Brotherhood through their officers, members, representatives, agents or committees shall engage in any subterfuge of any kind whatsoever, for the purpose of defeating or evading the terms of this Agreement.

(I) In view of these pledges, therefore, the terms of this Agreement are to be applied so as to permit the Company to meet operating conditions arising out of small and scattered operations, without incurring unreasonable delay and expense. Nothing in this Agreement shall be interpreted as denying the right of the Company, within the limitations of this Agreement, to assign to such work whatever qualified employees may be available, as circumstances permit. In this connection, employees shall be expected to perform related work or less skilled work for which they are qualified if, in the opinion of the Company, it is necessary or advisable for them to do so.

(J) (1) If any employee, covered by this Agreement, becomes elected or appointed to an office in the International Brotherhood of Electrical Workers, requiring his absence from duty with the Company, he/she shall be permitted a leave of absence without pay, after reasonable notice to the Company, and shall continue to accumulate seniority with the Company throughout his/her term of office. Upon termination of his/her duties with the Brotherhood, he/she shall be reinstated to his/her former position, at the prevailing rate of pay for such position, or if it has been eliminated, to a position as nearly comparable as possible, together with all his/her seniority rights, provided he/she is then physically qualified to perform the duties of the job.

An employee on leave of absence with the IBEW in accordance with this article shall be entitled to continue benefits as set forth in this provision, on the same basis as a regular full time employee but subject to the limitations noted in this provision, only when such leave has been predetermined not to exceed 12 months. Benefits will continue for 1 month for each full year of service the employee has completed when the leave begins, up to a maximum of 12 months. The parties may mutually agree to apply this provision to an employee for more than one leave of absence for Union business, but it is not intended to be renewed for consecutive leaves, such as might be granted to a Business Agent(s) elected or appointed from year to year.

The retirement plan, group term and paid-up life insurance and health insurance shall continue and the employee will accumulate credited service for pension purposes. He/she shall contribute to such plans on the same basis as an employee on regular status, at his/her rate of pay at the start of the leave, increased by general wage adjustments granted while he/she is on leave, or by rate increases resulting from reevaluation, but not by job progression increases he/she might have received in his/her Company job. He/she shall be entitled to improvements in such benefits which may be negotiated while he/she is on leave.

While on leave he/she will not earn vacation credits nor be entitled to compensation for lost time such as holidays, or other wage payments. If he/she is covered by IBEW insurance, the Brotherhood will be considered the primary employer for coordination of benefits purposes. If he/she becomes ill or disabled while on leave of absence for Union business, he/she shall not be entitled to benefits under General Bulletins No. 3 and No. 5. The parties will discuss the eligibility of an employee disabled while on such leave for benefits provided under General Bulletin No. 2 and the Disability Retirement Plan in each such case.

(J) (2) This provision shall govern leaves of absence for the full time Business Agent(s), only. Except as otherwise provided in this Article, the terms and conditions of (J) (1) shall be inapplicable to the Business Agent(s).

If any employee, covered by this Agreement, becomes elected or appointed as full time Business Agent(s) for the International Brotherhood of Electrical Workers, requiring his/her absence from duty with the Company, he/she shall be permitted a leave of absence without pay, after reasonable notice to the Company. During such leave of absence an employee shall continue to accumulate seniority with the Company throughout his/her term of office for bidding rights, vacation entitlement, and General Bulletin No. 2 and No. 3 purposes. However, with the exception of bidding rights, Business Agent(s) must have resumed employment as an active

employee in order to exercise any such entitlements. Upon termination of duties as Business Agent(s), he/she shall be reinstated to his/her former position, at the prevailing rate of pay for such position, or if it has been eliminated, to a position as nearly comparable as possible, together with all his/her seniority rights, provided he/she is then physically qualified to perform the duties of the job. The Company will require a physical examination, by a physician of its choosing, prior to the time when the employee returns to active service with the Company from a leave of absence to serve as Business Agent(s). In order to protect both the employee returning from leave and the Company employees, the returning employee will be required to satisfactorily complete a six month training and evaluation period to insure that his/her skills are consistent with Company standards. The returning employee will be paid at the fully qualified rate during this retraining/evaluation period.

The position of an employee on leave to serve as Business Agent(s) may be filled by the Company on a regular, as opposed to a temporary, basis. If the employee on leave returns on the expiration of his/her term, the Company would then have the option of declaring a surplus in the position to which the employee is returning and exercising the rights outlined in the Collective Bargaining Agreement. If the employee does not return to active duty with the Company within thirty days of the earlier of (a) termination of his/her Business Agent(s) responsibilities, or (b) the expiration of his/her leave, the right to return will expire.

The full time Business Agent(s) will be governed as follows:

- (a) The number of representatives on Brotherhood grievance and Negotiation Committees will not increase.
- (b) The Business Agent(s) and Assistant(s) will be recruited from the ranks of Company employees.
- (c) Company employees appointed as Business Agent(s) will be granted a leave of absence. The Agreement of the parties as to the terms and conditions of the leave of absence for the Business Agent(s) shall be governed by paragraph 6 of this Memorandum.
- (d) The Business Agent(s) shall have access to the Company's premises and employees as follows:
 - (1) The Business Agent(s) must have Management approval and provide the Company with reasonable advance notice of the need to visit Company premises, the reason for the visit, and the individual(s) the Business Agent(s) would like to meet

with. The Business Agent(s) shall develop mutually acceptable arrangements for meeting with Management representatives.

- (2) Visits must be scheduled in such a manner so as not to interfere with the conduct of the Company's business
- (3) The Business Agent(s) will be restricted to areas open to the general public, unless escorted by a Management representative. For scheduled meetings with Management representatives, the Business Agent(s) will be permitted to report to the individual's office, by the most direct route, without an escort.
- (4) There will be no compensation paid to bargaining unit employees meeting with the Business Agent(s) with the exception of grievance meetings as provided for in Article XVII of the Labor Agreement. Under no circumstances will compensation be paid to the Business Agent(s) or the Union for time spent by the Business Agent(s) meeting with Management representatives.
- (5) Except under unusual circumstances, the Business Agent(s) will be expected to meet with Union members in order to prepare for grievances, negotiations or the conduct of other Union business away from Company property, and during hours when the Union members are not scheduled to work.

The Business Agent(s) will be allowed to participate in the following benefit programs, so long as the Business Agent(s) or the Union reimburse the Company for the cost of the benefits:

- a) Basic CHIP (health insurance and Major Medical)
- b) Prescription Drug
- c) Dental
- d) Vision Care
- e) Group Term Life Insurance
- f) Paid-Up Life Insurance

The Business Agent(s) will be charged the actual cost for the benefits. Any increase or decrease from the costs described in Addendum A will be passed through to the Business Agent(s)/Union. The Company will continue the benefits for the term. The date on which the leave of absence began will be considered the termination date for purposes of COBRA. The benefits will then cease if the employee does not return to work at the conclusion of his/her leave.

The retirement plan shall continue and the Business Agent(s) will accumulate credited service for pension purposes. Credited service shall include both pension service credits and credit for base earnings as if worked during the term of the leave of absence. Base earnings shall be calculated at his/her rate of pay at the start of the leave, increased by general wage adjustments granted while he/she is on leave, or by rate increases resulting from reevaluation, but not by job progression increases he/she might have received in his/her Company job. He/she shall be entitled to improvements in such benefits which may be negotiated while he/she is on leave. The Business Agent(s) will be eligible for the Company's disability retirement as provided for within the plan.

The Business Agent(s) will be permitted to keep a 401K account open without contribution privileges, and repay existing loan balances according to the current payment schedule.

The granting of pension service credit and credit for base earnings for Business Agent(s) while on leave, as set forth in this paragraph, is contingent on approval by the Internal Revenue Service of an amendment to the Company's retirement plan authorizing the granting of pension service credit and credit for base earnings under such circumstances. Similarly, the authorization for Business Agent(s) on leave to keep a 401K account open, without contribution privileges, and repay existing loan balances according to the current payment schedule is contingent on approval of the Internal Revenue Service of an amendment to the Company's retirement plan authorizing the maintenance of such accounts and repayment option under such circumstances.

The Company agrees to promptly submit the above amendments to the retirement plan. If the Internal Revenue Service does not approve the proposed amendment, then the Business Agent(s) will not be entitled to any benefit not approved and the provisions authorizing the disallowed benefits will be deemed deleted from this paragraph. In all other respects this Article set forth herein will remain in full force and effect.

ARTICLE IV

Miscellaneous Working Conditions

(A) No employee unless qualifying or in an emergency shall substantially perform the duties of either a higher or an unrelated classification.

- An employee who is not promoted after he has qualified shall thereafter only be permitted to perform a minor and inconsequential amount of work beyond his classification. •

Supervisor and other management representatives of equal or higher rank, shall not be permitted except in emergency, to perform the work regularly and customarily performed by the employees covered by this Agreement.

(B) The Company will furnish to employees all common and ordinary tools and equipment considered necessary. When tools and equipment are provided by the Company, the employee receiving them will be held responsible for their return in good condition, ordinary wear, tear and loss excepted.

- (C) The Company will furnish uniforms (five shirts, four summer and three winter slacks) for Meter Readers, Meter Reader - Collectors, and Field Service Representatives and work gloves to all employees who are required to use them in the performance of their work. Employees will be required to turn in two work gloves to get a new pair.

The Company will replace in kind tools furnished by the employee if they are broken or lost as a result of fire or theft through burglary while in use on Company property, providing the owners have taken reasonable precautions in safeguarding them.

The Company will provide suitable space for storing tools and equipment furnished to employees. This section shall not apply to special personal tools of skilled craftsmen or artisans who normally are required by employers to furnish their own tools. The Company will reimburse Mechanic trainees up to \$100 upon evidence of purchase and the successful completion of the 1st, 3rd and 6th Six-Months of the training program for new tools that they are responsible for providing and maintaining. Mechanics I/C and Chief Mechanics will be reimbursed a maximum of \$150 annually upon evidence of new tool purchase.

The Company will pay up to \$3.00 for each week that service is received toward the cost of cotton coverall or shirt and pants rental and laundry provided by a uniform service for Gas Welders, Gas Fitters and for each garage employee (Chief Mechanic, Mechanic I/C and Laborers regularly assigned), and the following employees in generating stations: all levels of Auxiliary Equipment Operators, Boiler Operators, Chiefs of Plant Maintenance and Power Plant Labor, Equipment Operators, Flue Gas Desulfurization Operators, GC&M Mechanics, Janitors, Junior Chemists, Laborers, Machinists, Main Equipment Operators, Material Handling Operators, Operations Workers, Power Plant Electricians, Power Plant Mechanics, Power Plant Technicians, Pump Operators, Turbine Operators,

UC&M Mechanics, and Welders. Reimbursement will be made quarterly upon submission of receipts for such service. Reimbursement shall not exceed the total of such receipts. ●

(D) Employees working out of headquarters at various points in the Company's system shall be transported to and from their work on the Company's time.

● (E) Employees in the Line, Maintenance, and Gas Distribution and Service Departments shall not be required to work outdoors in rainy or inclement weather, except in cases of emergency as decided by the Company. The Chief or department Supervisor in charge of the field crew shall be the judge at the job site as to what constitutes inclement weather.

Meter Readers and those assigned to coal and ash work will not be required to work outdoors in rainy or inclement weather insofar as practicable. Travel to or from jobs or between jobs shall not be considered outdoor work within the meaning of this paragraph. ●

● (F) It is neither the Company's desire nor intent to contract out work to the detriment or injury of its own employees. The decision as to who shall do the work shall, however, remain with the Company. ●

● (G) Where construction or maintenance work of the type customarily coming under the jurisdiction of the trades is to be contracted out, qualified contractors in good standing with the trades shall be given preference, provided that nothing herein shall require the Company (a) to violate Federal or State regulations, (b) to delay the work and (c) to employ a contractor either not readily available, or not equipped to do the work. It is further stipulated and agreed that if the Company is unable to obtain a qualified contractor under the specifications outlined above or feels that it is called upon to bear unreasonable costs, the matter shall become the mutual concern of the President of the Company and the International Vice-President of the Brotherhood in the District involved and they shall cooperate to adjust the matter with due regard for all factors involved. ●

● (H) Management will inform the Union President when a new contractor comes on the property, or a contractor formerly on the property returns, to perform electric or gas, or generating station construction or maintenance work for five or more consecutive days. Such information will be given 2 weeks in advance, when practicable, in writing. ●

ARTICLE V**Safety**

(A) The System Council U-7 will establish a Safety Committee of four members and the Company will establish a similar Safety Committee consisting of four members. It is agreed between the parties that their respective Safety Committees shall meet at reasonable intervals of time for purposes of reviewing case histories of actual lost time accidents involving members of the Brotherhood and to consider recommendations and suggestions of the Brotherhood regarding proposed changes in safety rules. Before any safety rules are adopted they shall be subject to full discussions between the Safety Committee of the System Council U-7 and the Safety Committee of the Company.

(B) The safety rules as set up by the Company, the State and the Municipality must be strictly adhered to both by the employees and the Company.

(C) The Company will require its employees, and the Union will require its members to abide by the safety rules. No employee will be asked or required to place himself in a position of undue risk.

(D) The Manager may designate a full Accident Investigating Committee hearing for a lost-time or no-lost-time accident. A copy of the report of a full Accident Investigating Committee on an accident involving a bargaining-unit employee will be sent to the Local Union President. The Safety Supervisor or Union Representative may recommend that an investigation be held. When a committee is designated by the Manager, it will include a Union representative.

The Safety Supervisor and a Union Representative will jointly investigate an accident at the Union's request.

Union Presidents will be advised of accidents including vehicles and equipment failure involving bargaining-unit employees. Inconsequential accidents such as bee stings and dog bites will not be reported. The Company will attempt, but cannot guarantee, to report all accidents within 48 hours.

(E) First aid kits shall be placed in all headquarters, generating stations, attended substations and in all trucks. The Company shall furnish all protective equipment considered necessary by Management or recommended by the joint Management-Brotherhood committee such as rubber blankets, rubber gloves, coats, hats, hose, boots, gloves for pole unloading or special clothing.

- (F) At no time shall an employee be required to perform any hazardous task outside his classification with which he is not familiar. •

- (G) At all times, except during extreme emergencies or in those cases where an employee normally works alone in his operating duties as explained below, there must be two qualified employees working together on live primaries, electric equipment considered high voltage, high pressure gas or steam and uncontrolled low pressure gas or steam.

Interpretation of the above paragraph with respect to gas facilities is covered by a Memorandum of Agreement. •

- (H) Operating duties are intended to cover (a) plant and substation operating routine and (b) switching (to be done alone by a qualified employee on the switching list), as well as the re-fusing of branch circuits and transformers where the operation is performed below any primary wires or conductors and under other than storm conditions. However, there will be no change in operating practice until the Brotherhood brings same to the attention of Management for mutual solution. •

- (I) Also, and without any exception, there must be two qualified employees working together (a) under storm conditions, on the re-fusing of branch circuits and transformers and (b) at any time, on the replacing of live primaries or repairing of street lighting circuits. A qualified helper shall be a first or second class employee as defined in the Job Specifications for the type of work being done. •

- (J) An employee will not work under a vehicle which is raised off the ground unless at least one other employee is within sight or hearing. This does not apply to work done on a raised vehicle which does not require getting underneath, such as removal or replacement of tires, wheels or hubs. •

ARTICLE VI

Meals and Lodging

(A) In case the work the employees are ordered to do requires them to be away from home overnight, meals and lodgings shall be furnished and paid for by the Company. The person in charge of the work will make the necessary arrangements for the meals and lodging provided in this Agreement.

Meals and lodging of generating station employees temporarily assigned to other stations will be paid on the basis of the Memorandum of Agreement revised July 1, 1989 (\$95.00 per diem).

(B) The allowance in lieu of a meal as established through negotiations between Management and the System Council U-7 will be paid for all missed meals during any continuous assignment. If an employee is entitled to more than one meal during a continuous assignment, the employee will have the option of taking the allowance in lieu of the meal and pay for 45 minutes at premium time for the last entitlement, or the actual meal and pay for the time necessary to eat the meal. If an employee is entitled to only one meal during a continuous assignment, the employee must take the meal allowance and premium pay for 45 minutes unless the entitlement is caused by working through a designated meal period.

The 45-minute allowance will apply for only one meal entitlement during a continuous assignment and will be included in determining whether the employee is entitled to time off under Article XI (Rest Period). If, at the end of the work assignment, an employee has accumulated more than one meal entitlement, and that employee eats a meal with paid eating time, one 45-minute allowance will also be granted but it will not be considered as time worked for determining time off under Article XI.

(C) For day workers, the usual and customary times for breakfast and evening meals are 7:00 to 7:45 a.m. and 5:15 to 6:30 p.m., respectively.

- (1) Shift and scheduled workers shall have the following customary times for their breakfast, lunch and dinner meals:
 - (a) The breakfast period shall be considered as the 45-minute period beginning one hour before the start of the employee's scheduled work period.
 - (b) The lunch period shall be considered as the 30-minute period beginning no later than five hours after the start of the employee's scheduled work period. These entitlements will not apply to shift employees working their normal schedules who eat their lunch meal without a work break.
 - (c) The dinner meal period shall be considered the 75-minute period beginning 45 minutes after the end of the employee's scheduled work period.
 - (d) On scheduled days off, the above meal periods will apply to the schedule for which the employee was called in to work.

When shift and scheduled workers are entitled to a meal under this article, the allowance in lieu of a meal and any applicable eating time allowance will be given. As an exception, Management may determine that meals can be brought in or provided.

(D) Applicable to meal periods within scheduled hours of work.

- (1) Meals will be provided or paid for by the Company under the following circumstances:
 - (a) In cases of emergency outdoor work during rainy or inclement weather where the noon period **falls at the end of or within the period** of such work. If the trouble is clear or if the work can be delayed prior to 1:30 p.m., the supervisor at the job site may require employees to eat their noon meal or they will lose their entitlement.
 - (b) Where employees normally expected to carry their lunches are called out in an emergency prior to the commencement of their regularly scheduled workday without reasonable opportunity to provide for same.
 - (c) When employees are not given notification by the preceding workday that they are to be away from headquarters at noon. However, for the period of November 1st to March 31st inclusive, the Company will, at the option of the department Supervisor, either return the employees to their headquarters or other suitable Company property or the Company will furnish the noon meal. A Company truck with heated cab and crew compartment of sufficient capacity to accommodate the crew will be considered "suitable Company property" and, where such truck is available, meals will be eaten at the job location.
- (2) A one-half hour noon meal period may be observed and employees will be expected to eat at the job location.
- (3) When the meal is not eaten by a field crew at the job location because a Company truck with heated cab and crew compartment of sufficient capacity to accommodate the crew is not available, the employees will observe a one-hour noon period and will be allowed to use Company transportation equipment to the place where the meal will be eaten. The one-hour period will be extended as required without loss of straight-time pay to permit up to 45 minutes of free time at the eating place.

(E) Applicable to meal periods outside scheduled hours of work.

- (1) Meals will be provided or paid for by the Company at the appropriate time or as soon thereafter as possible under the following circumstances:

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- (a) When employees have worked 2 hours at the end of and in addition to the regular workday.
 - (b) In extended periods of emergency or prearranged work, at 5-hour intervals except as provided in (c) immediately following.
 - (c) *When employees are required to work off-schedule and the customary noon meal period falls within or at the end of the work period. Except on Sundays and holidays, this shall not apply to noon meals during prearranged work when employees are given notice on or before the preceding day. It shall not apply to shift employees called to work off-schedule with sufficient notice to permit them to carry their meal.*
 - (d) Where employees are called out off-schedule and miss their regular morning or evening meal thereby.
- (2) Meals provided by the Company in accordance with Section (E) of this article may be eaten without loss of time except in the following circumstances:
- (a) Where noon meals are provided during prearranged work on Sundays and holidays and the meal is eaten during employees' usual noon meal period. Any necessary eating time which may fall outside the usual noon meal period will be paid for.
 - (b) When prearranged work is scheduled for the morning of Sundays and holidays and the reporting time is prior to 8:00 a.m., the Company will pay for breakfast. The meal may be eaten either before or after the work period. The breakfast will not be paid for if the employee eats at home.
 - (c) It is sometimes necessary to schedule prearranged overtime work in the early morning hours, and have work extend into the regular workday. If the work is scheduled for 6:00 a.m. or later and the employee does not eat at home, the Company will pay for the breakfast and the employee will provide his own noon meal, except that day workers other than those in generating stations scheduled to report for work after 6:45 a.m. for a period of 5 days or more will not be paid for breakfast. If the work is scheduled before 6:00 a.m., the Company will pay for both the breakfast and the noon meal.
- (3) Time spent in travel to and from meals provided in accordance with Section (E) of this article shall be considered as time worked.

(F) For production day workers the usual and customary noon meal period which is mentioned in Article VII (B) shall be defined as the period between 12 noon and 12:30 p.m. or 12 noon and 1:00 p.m. Clerical day workers shall be granted a 30-minute noon meal period beginning no later than 1:00 p.m.

The following classifications shall be granted a 30 minute noon meal period to begin no earlier than 11:30 a.m. or begin no later than 1:30 p.m.: Field Service Representative, Meter Reader, Meter Reader-Collector, Collector, Field Representative, Field Planner, Field Tester and **Meter Technician**.

When unusual circumstances make impossible the observance of the usual and customary noon period for production workers or noon meal period for clerical day workers as defined above, the employees affected shall be paid at the appropriate premium rate for the time worked during this period and, as soon as it can reasonably be done, shall be granted sufficient time to eat their meals at the job location without loss of straight-time pay.

ARTICLE VII

Hours of Work, Overtime and Holidays

(A) The basic workday shall consist of 8 hours and the basic workweek shall consist of 5 days (40 hours) subject to the Company's need for services. The lunch period shall not exceed one-half hour.

(B) For the purpose of this Agreement, production workers are composed of shift, day and scheduled workers and clerical workers are composed of day and scheduled workers. A shift employee is defined as one who works at a seven-day operation or service, on a rotating or shift schedule, which may require an overlapping, double or third shift. A day worker is one whose basic workweek is Monday through Friday, beginning at 8:00 a.m. and continuing for 8 hours a day, excluding lunch period. The standard workday for clerical day workers will be 8:00 a.m. to 4:30 p.m. Day workers in generating stations, with management approval, may be placed on regular work schedules by department or station starting at 7:00 a.m. - 3:30 p.m. Applicable overtime, meal and other relevant clauses will be adjusted accordingly to fit the 7:00 a.m. start.

(C) A scheduled worker is an employee, other than a shift worker or day worker, who works according to a schedule of hours at different times of the day and/or on different days of the week including Saturdays.

• (D) A day worker in a generating station may be rescheduled for a period of not less than three (3) days as to hours of the day Monday through Friday. If a day worker's hours are so rescheduled and the Company does not give him 48 hours notice before he begins work on the revised schedule, he shall be paid for his first rescheduled tour of duty at a rate 1-1/2 times his basic hourly rate. Such premium for change of schedule without advance notice is not payable for days of absence from work. Subsequent tours of such rescheduled duty shall be paid for at his basic rate. If any of his rescheduled hours are worked between 3:00 p.m. and 8:00 a.m., he shall receive credit toward shift bonus (See Article VIII (B)).

Hours of work and overtime for day workers in generating stations who are rescheduled because of major overhauls are governed by the Memorandum of Agreement revised July 1, 1989.

A day worker may be returned to his basic work schedule provided eight (8) hours elapse between assignments. If any portion of the 8 hours of time off extends into the basic work schedule, the employee will receive pay at straight time for that unworked portion of the basic work schedule. •

• (E) When a generating station or Central Dispatch employee is called at home and directed to report for extra work at a time less than four hours from the time of the call, the employee will receive, in addition to pay for time worked, credit for one-half hour to be paid at the appropriate overtime rate. If the employee is told to come out as soon as possible, pay shall be from the time the call is received and the half-hour's pay will not be paid. •

(F) If a scheduled worker's regular schedule is changed so that he is required to begin work on the revised schedule with less than 48 hours notice in advance of the new starting time, his first rescheduled tour of duty shall be paid for at 1-1/2 times the basic hourly rate. Such premium for change of schedule without advance notice is not payable for days of absence from work.

A scheduled worker may be returned to his basic work schedule provided eight (8) hours elapse between assignments. If any portion of the 8 hours of time off extends into the basic work schedule, the employee will receive pay at straight time for that unworked portion of the basic work schedule.

• (G) It is not the intent of the Company to add to the number of scheduled workers, except as it becomes necessary. •

(H) Where any other hours or consecutive days of labor of a type not already scheduled are required in the future, the matter shall be taken up in advance with the Brotherhood, and if no mutually satisfactory under-

standing is reached, the matter may be referred to the Grievance and Arbitration Procedure, Article XVII, beginning at the **Third Step**.

(I) Where a day or scheduled employee is authorized and required to work during his usual and customary noon meal period, he shall be paid premium time therefor.

- (J) Changes of shift employees' straight-time working schedules may be made, within the limits of this Agreement, upon 72 hours advance notice, with the understanding that if an emergency arises, only 24 hours advance notice of change of schedule will be required. If a shift employee is required to begin work on the revised schedule with less notice in advance of the new starting time, the first rescheduled tour of duty shall be paid at 1-1/2 times the basic rate.

It is further agreed that where an employee after an emergency change of schedule, as above provided, reverts to his original hours of labor, no notice of reversion is required, provided 8 hours rest between assignments is granted. If any portion of the 8 hours of time off extends into the basic work schedule, the employee will receive pay at straight time for that unworked portion of the basic work schedule.

This paragraph shall apply to the Seneca Compressor Station for start ups and shut downs of compressors. Generating station Employees may be rescheduled for a period of not less than one day for start-ups and shut-downs of turbine-generators, boilers, including mill maintenance. Shift workers will receive a minimum of 48 hours notice of a schedule change. Day and scheduled workers will receive a minimum of 24 hours notice of a schedule change. If these notice requirements are not met, the employee will be paid at a rate of time and one half the basic hourly rate for the first rescheduled tour of duty. •

- (K) When an employee is called out for a shift, he will be paid for a full shift, as long as he arrives at the job location within a reasonable time of the start of the shift. When no one is available for shift relief, the employee on the previous shift will be held over for 4 hours and the employee scheduled for the following shift will be brought in 4 hours early, whenever practicable, in preference to having one employee work 16 consecutive hours. •

- (L) When clocks are advanced one hour at the beginning of Daylight Savings Time, scheduled shift workers who work the 12:00 midnight to 8:00 a.m. shift will be paid for eight hours at their basic rate. When clocks are set back one hour at the end of Daylight Savings Time, shift workers on the 12:00 midnight to 8:00 a.m. shift will receive nine hours pay, eight at their basic rate and one at one and one-half times their basic rate. •

(M) Overtime shall be paid for at the rate of time and one-half for all hours worked beyond the regular scheduled eight per day or forty per week, except where otherwise provided.

When an employee is required to work out of his district and on another utility's property to assist them in the restoration of their service, he shall be paid two times his regular rate for hours worked beginning with the assignment and until its completion. Article XI(C) will not apply when working in the territory of another utility company.

(N) Overtime shall be shared equally in each class of work, so far as is practicable.

(O) No employee shall be laid off on a regularly scheduled workday to equalize overtime worked.

(P) When an employee is notified later than 11:00 p.m. on the preceding day not to report for prearranged overtime work planned to start outside his normal schedule between midnight and 8:00 a.m. of a scheduled workday, or at any time on a Saturday, he will be paid for two (2) hours at his basic straight-time rate, unless he is covered by one of the following paragraphs, in which event such paragraph shall govern.

When an employee is notified later than quitting time not to report for prearranged overtime work planned to start outside his normal schedule between quitting time and midnight of that day, he will be paid two (2) hours time at his basic straight-time rate.

When prearranged overtime work has been planned for a Sunday, or holiday, an employee will be paid two hours time at his basic straight-time rate if he receives notice of cancellation of the prearranged work less than 12 hours prior to the time he was to report.

When an employee has not been notified that the planned work has been postponed, and reports for prearranged overtime work planned outside his normal schedule, and the work cannot be done because of inclement weather or other reason he will be paid four hours time at his basic straight-time rate, in lieu of any payment required above.

If any prearranged work is postponed because of an emergency, whether or not the employee has been notified of such postponement as provided in the preceding paragraphs of this Section, the employee may be assigned to work in connection with the emergency and in the event of such assignment the hours of time due the employee for failure to notify of the postponement will not have to be paid. The employee will be paid for hours worked at the appropriate overtime rate with a minimum of four hours

straight time except if he is assigned work so near the beginning of a scheduled workday that the applicable overtime rate is less than four hours straight time, and cannot be released before such day begins, he will not receive four hours straight time. Such assigned overtime work will be considered an extension of the scheduled work period, in the same sense as overtime immediately following the normal day.

(Q) Work on Sundays.

- (1) Day and scheduled employees shall be paid double time for hours worked except for the work now regularly scheduled, which shall be paid for at straight time.
- (2) Shift employees do not have two "Sundays" in their workweek. When a shift employee works on a calendar Sunday, he shall be paid as follows:
 - (a) When scheduled to work, straight time for regularly scheduled hours and time and one-half for all hours worked outside his regularly scheduled hours. His second non-scheduled day in that week becomes his "Sunday" and he is paid at double time for all hours worked on that day.
 - (b) When not scheduled to work, double time for all hours worked. Work on any other non-scheduled day in that week is paid for at time and one-half. •

(R) The following days shall be recognized as holidays: New Year's Day, Washington's Birthday (3rd Monday in February), Good Friday, Memorial Day, (last Monday in May), Fourth of July, Labor Day, Veterans' Day (November 11), Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve (1/2 day, when December 24th falls on a Monday through Thursday), Christmas Day, New Year's Eve (1/2 day, when December 31st falls on a Monday through Thursday), the employee's birthday, and two floating holidays.

Holidays falling on Saturday will be observed on the preceding Friday. Those falling on Sunday will be observed on the following Monday. These holidays will be observed in accordance with the other provisions of this article.

A floating holiday will also be observed as a holiday subject to the conditions set forth in this article. The employee must give notice 10 working days in advance. Supervisors will agree, so far as possible, with the desires of employees but may require an employee to select a day more compati-

ble with orderly operations and insuring adequate and continuous service to the public.

Scheduled workers who are scheduled to work on a Saturday holiday will observe the actual holiday.

The employee's birthday will be observed as a floating holiday subject to the conditions set forth in this article. The employee may observe the actual birthday, or with his supervisor's approval, given 10 or more working days in advance, he may observe another day during the calendar year. A February 29 birthday will be observed on March 1, three years out of four. Regular full-time employees may elect to take their birthday holiday and one floating holiday in intervals of less than 8 hours; the intervals to be governed by the provisions contained in General Bulletin No. 6.

If a holiday falls on a scheduled or shift worker's off-scheduled day, his "holiday" will be his next regularly scheduled workday.

If required to work, day and scheduled employees shall be paid, in addition to the above, at time and one-half for hours worked within their regularly scheduled hours and at double time for hours worked outside their regularly scheduled hours, with minimum pay for four hours' straight time.

- Shift employees shall be paid at two an one-half times their basic rate for all hours worked within their regularly scheduled hours and at double time for all other hours worked on a holiday. •

Work on the above holidays shall be limited to that which is deemed by the Company to be necessary for adequate and continuous service to customers.

ARTICLE VIII

Wages

(A) The respective wage level for each job classification is shown in Exhibits "A" and "B" which are attached hereto and made part of this Agreement. Also attached is Exhibit "B/A" which shows for each wage level, the basic rate effective during the term of the Agreement.

All employees hired on or after July 1, 1983 will receive \$1.00 less per hour until they have completed one (1) year of continuous service.

Cooperative trainees and students hired between terms during the period June 1 through September 1 for temporary vacancies, will receive \$2.00 less than the regular hourly rate.

(B) A shift bonus of 6% of the employee's total weekly earnings will be paid to scheduled and shift employees who work the majority of their regularly assigned hours between 3:00 p.m. and 8:00 a.m. during any workweek. A shift bonus of 1% of the employee's total weekly earnings will be paid to scheduled and shift employees who are regularly scheduled for Sunday straight-time work and who work all assigned Sunday hours falling in such workweek *except when the majority of the employee's regularly assigned hours fall between 3:00 p.m. and 8:00 a.m. during that workweek.* An employee will only be entitled to one of the above shift bonuses during that workweek.

(C) The Company agrees to continue and to make payments to the Pension Plan, as amended, as it applies to members of the Bargaining Unit for the term of this Agreement.

ARTICLE IX

Vacations and Compensated Lost Time

(A) The Company will grant 2 weeks vacation with pay in each calendar year to all full-time employees who have been continuously in its service for not less than one year. All full-time employees who have been continuously in the service of the Company for not less than 6 years shall be granted annually 3 weeks vacation with pay; those with 14 years, 4 weeks annually; those with 21 years, 5 weeks annually; and those with 29 or more years, 6 weeks annually. Vacation benefits are accrued only during the first nine months of an employee's absence from work due to disability.

(B) Vacations shall not be cumulative nor shall any employee receive more than the above earned and accrued vacation in any one calendar year. As exceptions to this provision the following shall apply:

- (1) Employees who are unable to take all or part of their earned and accrued vacation during the calendar year by reason of continuing disability will be permitted to take that vacation, 21 days or more after their return to work, during the following calendar year.
- (2) All employees shall be entitled to defer up to five days of vacation earned and accrued in one calendar year to be taken prior to May 15th of the following calendar year. If an employee is unable to take deferred vacation by May 15th because of continuing disability, then he will be required to take it within sixty days after his return to work.

(3) Sections (E) and (I) of this article are further exceptions.

(C) A week of vacation shall consist of a basic workweek of 5 days for which the employee involved shall be paid his basic weekly wage, based on 40 hours.

If an employee is on a temporary assignment, carrying a higher basic rate than his regular basic rate, he will receive the higher rate providing:

- (1) He is on the temporary assignment immediately prior to his vacation.
- (2) He has completed five consecutive months on the temporary assignment at the time of his vacation. If a holiday falls or is observed on an employee's regularly scheduled workday within a vacation period, it shall not be counted as part of the vacation period.

(D) All vacations will be granted, so far as possible, in accordance with the desires of the employees in the order of their continuous Company service but the Company may allot vacation periods in order to insure orderly operation and adequate and continuous service to the public. The consecutive weeks scheduled for any employee during June, July, August and September may be limited to two. Three days of vacation each year may be taken in one-half day increments.

(E) If an employee does not receive notice of change 30 or more calendar days before the first day of scheduled vacation, it is assumed that the vacation is definitely scheduled. When an employee is required to cancel or defer all or part of that previously scheduled vacation or is called in to work during that vacation period, the employee will be paid, in addition to regular vacation pay, at time and one-half for hours worked during regularly scheduled working hours and at the appropriate overtime rate for hours worked outside regularly scheduled working hours.

If he is called in on a day that has previously been scheduled as vacation, time is to start when the call is received except when time to report has been prearranged.

With Company approval, the employee's vacation period may be extended one day for each calendar day he is required to work. If necessary, such extension may be carried into the next calendar year, but not beyond it. If the vacation period is extended, he will not receive vacation pay for the day(s) worked.

(F) Employees returning to work from leaves of absence and from extended absences due to illness or injury (including Workers Compensation dis-

abilities) of 30 days or more shall be eligible for earned, accrued and deferred vacation benefits after 21 days of active full-time employment.

(G) Any employee reemployed after a layoff of two years or less and remaining on the payroll for a period of one year, shall retain all vacation privileges existing prior to his layoff.

(H) An allowance in lieu of vacation will be paid (a) when an employee resigns after giving at least two weeks advance notice to the Company or, (b) when the employee's services are terminated by the Company for any reason except retirement at normal retirement date, or (c) when an employee retires due to disability prior to normal retirement date and is unable because of the disability to take vacation earned by working prior to the date the disability began. Any allowances shall be computed in accordance with the following:

- (1) For those who have completed 1 year but less than 6 years of continuous service at the date of termination: at the rate of one day for each full month worked since their last employment anniversary date, but not in excess of ten days.
- (2) For those who have completed 6, but less than 14 years of continuous service at the date of termination: at the rate of 1-1/2 days for each full month worked since their last employment anniversary date, but not in excess of 15 days.
- (3) For those who have completed 14 but less than 21 years of continuous service at the date of termination: at the rate of two days for each full month worked since their last employment anniversary date but not in excess of 20 days.
- (4) For those who have completed 21 but less than 29 years of continuous service at the date of termination: at the rate of 2-1/2 days for each full month worked since their last employment anniversary date but not in excess of 25 days.
- (5) For those who have completed 29 or more years of continuous service at the date of termination: at the rate of 3 days for each full month worked since their last employment anniversary date, but not in excess of 30 days.
- (6) When the date of termination occurs earlier in the calendar year than the employment anniversary date, any days of vacation taken in that calendar year will be deducted from the total computed under (1) through (5) above.

- (7) When the date of termination occurs later in the calendar year than the employment anniversary date, the allowance shall include, in addition to any amount payable under (1) through (5) above, a further allowance for that portion (if any) of his vacation for that calendar year not received up to the date of termination.

(I) In anticipation of retirement on his normal retirement date or at earlier retirement date specified and approved sufficiently in advance, an employee may defer up to 20 days of his vacation earned during the period beginning with the next to last anniversary date preceding his retirement date and receive the money equivalent to be paid at the time of his retirement. The intent of this is that every employee, if he so wishes, may take up to 20 days pay in lieu of vacation earned at retirement date. Vacation days earned up to retirement date in excess of 20 must be taken as vacation.

Employees with 30 or more years of service who are unable because of illness or disability to work long enough to earn a full vacation in the final year in which they can earn vacation, but who work a total of 6 or more months in that year, will be credited with a full vacation for that year.

(J) Leaves of absence may be granted in accordance with General Bulletin No. 10. The General Manager's decision to grant such leaves and the length of such leaves should be influenced by length of service as well as by the nature of the reason for the request. Generally such leaves should not exceed one week per year of service, up to 12 weeks.

(K) Regular full-time employees who have one year of service and who are members of the National Guard or the Reserve components of the Armed Forces of the United States shall be granted time off for duty on the following basis:

If they are ordered to participate in prescribed training formations to maintain their status in their unit (but not for advancement) and shall have presented orders or other satisfactory proof, they shall be granted a military leave of absence of not more than ten regularly scheduled workdays in any calendar year during which period they will receive differential pay as set forth herein, provided that, if the training period exceeds ten regularly scheduled workdays this extended service shall be charged either against their vacation or a leave of absence without pay if requested.

For time lost from work during a two-week period of military duty, the Company will pay the difference between the employee's basic straight-time pay and his military pay for that two-week period. The term "military pay" shall be interpreted and applied to include in addition to base pay any

allowances for service, rank, ratings, special qualifications, or disability incurred in service, but shall not include rental, subsistence or transportation allowances. The regular full-time employee must submit satisfactory proof of his "military pay" received in order to receive his differential pay.

Regular full-time employees and temporary employees after six months of service who are absent from work because of emergency callouts of the National or State Guard shall receive their basic pay up to a maximum of a basic workweek without any deduction for amount received from the Civil authorities. Any emergency callout which might arise and last beyond a period of a regular workweek will be considered special and treated on its merit by approval of a Vice President when, and if, the condition should arise.

(L) It is agreed that policies in respect to Severance Pay, Partially Incapacitated Employees, Occupational Disability Benefits, Compensated Lost Time and Sick and Injury Leave, and Personal Leave (as set forth in Bulletins No. 1 through No. 6 and included herein as Exhibit "C") shall continue in effect for the period of this Agreement.

(M) The Company agrees to provide for the Term of the Agreement the Disability Benefit Plan for regular full-time employees, according to the terms and conditions thereof.

- (1) Initial Disability Benefits: a weekly benefit equal to 85% of basic weekly earnings will be paid beginning with the fourth calendar day of nonoccupational disability or occupational disability (as provided in General Bulletin No. 3, item A1) and continuing for as long as 26 weeks.
- (2) Extended Disability Benefits: after completion of the 26-week period (initial disability benefits) employees with 10 years or more of continuous service with the Company will be entitled to extended disability benefits to which their service entitles them (see table below) equal to 60% of basic weekly earnings paid for a period of 4 to 78 weeks.
- (3) Disability benefits will begin and the three-day waiting period will be considered satisfied on the day a disabled employee is admitted to a hospital and incurs at least one day's room and board charge.
- (4) If the extended disability period ends on other than the 1st day of the month, benefits will be extended to the end of the month for employees who are eligible for and are retiring due to disability under the Company's total disability plan for hourly employees.

- (5) Disability benefits are calculated on the basis of 5 days in any one calendar week. If a holiday falls within a three-day sick-leave waiting period, the employee will receive full holiday pay, the day will count as a waiting day, and the employee will not be required to count the day as sick leave.

The extended payments will be reduced by the primary Social Security benefit the employee first receives. This "offset" will not be increased by any subsequent increase in the primary benefit which the employee receives for that disability.

Years of Service	Maximum Weeks 60%
10	4
11	6
12	8
13	10
14	12
15	15
16	18
17	21
18	24
19	27
20	31
21	35
22	39
23	43
24	47
25	52
26	57
27	62
28	67
29	72
30 or more	78

- (6) Disability Benefits for those on disability will be adjusted by the same percent and on the same effective date as the General Wage Adjustment.

(N) Probationary and temporary employees will be entitled to a non-occupational disability benefit consistent with the requirement of the New York State Disability Benefits Law.

ARTICLE X**Emergency Callouts**

(A) When employees are called out or ordered out (off schedule) and released before the next scheduled work period, they shall receive four hours' straight time unless the pay for time worked, at the applicable overtime rate, is greater. If they are called out so near the beginning of a scheduled workday that the applicable overtime rate is less than four hours' straight time, and cannot be released before such day begins, they will not receive four hours' straight time. Such overtime work is considered an extension of the scheduled work period, in the same sense as overtime immediately following the normal day. Time to start when call is received.

• (B) Unless a supervisory employee is present, a non-supervisory employee shall be designated by Management to take charge of a crew consisting of two or more employees called out for emergency work. If such work equals or exceeds four hours' duration, his hourly rate shall remain unchanged but he shall receive in addition a bonus equal to one hour's straight-time pay for each such separate callout. Provisions of this paragraph will also apply to UC&M Mechanics 1/C and Gas Fitters 1/C. •

ARTICLE XI**Rest Period**

(A) If an employee is required to work sixteen or more consecutive hours he will, whenever possible, be allowed a period of eight hours time off before returning to work. Any part of such time off which extends into the employee's normal work schedule will be paid for at straight-time rates. *Time allowed off for meals will not be considered as interrupting consecutive hours worked.*

(B) If an employee is required to work more than sixteen consecutive hours, he will be paid at double time rate for those hours worked in excess of sixteen.

When an employee is called back to work two hours or less after working to the end of his regularly scheduled workday or extension thereof, his time will be bridged, without pay, for the purposes of this section.

An employee recalled after less than eight hours of time off, following 16 or more consecutive hours of work, shall continue to receive double time for hours worked until he is granted eight consecutive hours of time off.

(C) If a day worker or a scheduled worker:

- (1) works a full 5 or more hours overtime during the 8-hour period preceding his next regularly scheduled workday, he will, if possible, be allowed a full 8 hours off without loss of time on such day.
- (2) works 4 hours overtime, but less than 5 hours, during the 8-hour period preceding his next regularly scheduled workday, he will, if possible, be allowed the first 4 hours off without loss of time on such day.
- (3) works more than 2 hours overtime during the 7-hour period starting 8 hours before his regularly scheduled workday, he will, if possible, be allowed the first 4 hours off without loss of time on such day.
- (4) works 2 hours or less overtime during the 6-hour period starting 8 hours before his next regularly scheduled workday, he will not be allowed time off, but will be paid for the equivalent time at the beginning of such day at one and one-half times his basic rate.

If such worker's reporting time, after a 4-hour rest period, would be after normal reporting time for the afternoon so that he could not work a full half-day, he will not be required to report.

If the employee is entitled to rest under this section, Management may require him to defer it and continue working. If the employee is required to continue, he will be paid two and one-half times his regularly rate until rest period is granted. The balance of a scheduled day, after rest period is granted, shall be paid at the regular straight-time rate.

ARTICLE XII

Job Specifications and Evaluation

(A) The jobs listed in Exhibits "A" and "B" of this Agreement have been evaluated by means of job rating plans. The job specifications including the foreword, the job evaluation schedule, the job factors, and the job point ratings, have been mutually agreed to by the Company and the Brotherhood. The plans form the basis for the general requirements of all jobs and the relative position of each job within the wage structure. The job specifications include the principal duties incumbent in each job. In case of a conflict between the provisions of the job rating plans and this Agreement, the terms of the Agreement shall govern.

(B) The Company shall, upon being requested by the Brotherhood or its authorized representative, review with the Brotherhood the job duties assigned to any employee to assure that he is assigned to a job established under this Agreement commensurate with his duties.

(C) In the event the Company determines that there is a need for a new job during the period of this Agreement, the Company shall establish the job specifications for this job. The evaluation of the job specification shall be based on the job rating plan and shall be subject to negotiation between the Company and the Brotherhood.

(D) The Company or the Brotherhood may request the reevaluation of an existing job on the basis of a material change in the job duties. In general, no reevaluation of a job will be considered unless there is a material change in duties. Such a reevaluation of an existing job shall be arrived at on the basis of the applicable job rating plan and shall be subject to negotiation between the Company and the Brotherhood.

(E) The Company will endeavor to systematically review each job specification to determine if there is enough change in job duties to require a new job specification and evaluation. It is expected that each job specification will be reviewed at least once every eight (8) years.

ARTICLE XIII

Service and Seniority

(A) All provisions of this Article are subject to the exceptions stated in Article XV, Job Security.

(B) For all purposes except supplemental retirement benefits, service is defined as cumulative regular employment with the Company or its affiliates.

(C) Seniority is defined as the length of cumulative service with the Company in the Bargaining Unit, as described in Exhibits "A" and "B", within the District. The oldest employee in point of such service shall have the greatest seniority and the employee last hired shall have the least. If two or more employees have identical District seniority, then total Company service in the bargaining unit will apply.

Employees relocated under Article XV (Job Security Provision) take seniority attained in the bargaining-unit in their previous location to the new District.

Sick or accident leaves or other leaves of absence shall not affect seniority, but it is understood and agreed that in layoffs, employees shall retain their

standing of seniority within their Districts for a period of two years from date of layoff. In this connection, it is understood and agreed that the order of seniority of employees on the payroll June 1, 1958 is that shown on the seniority list dated June 1, 1958 furnished to the Brotherhood.

Employees, other than generating station employees, transferring from one District to another, will retain their seniority in the former District for two years.

Generating station employees transferring from one plant to another will retain their seniority in the former plant (or District) until their seniority in the new plant (or District) equals it.

(D) New regular full-time employees shall have no seniority for the first six months of their employment except that, after 30 days of continuous service, such employees shall be considered to have seniority solely for the purpose of bidding for vacancies in accordance with Section (B) of Article XIV. During such six-month period such employees will be considered probationary and the Company may dismiss them at any time without regard to the other provisions of this Agreement. This probationary period shall not extend beyond six months unless the Company and the Brotherhood agree that the circumstances of the case warrant an extension. After the satisfactory completion of the probationary period such employees will be considered regular, full-time employees.

Employees during the probationary or qualifying period [XIV (F) and (G)] shall be given proper instruction and training on the job. A probationary (new) employee failing to meet the Company standards after such instruction and training may be disposed of as the Company may direct.

(E) Temporary employees shall have no seniority unless and until they become regular full-time employees. In such event, seniority shall be adjusted to a date of employment based on previous employment, giving credit for time spent as a temporary employee and be recognized as applying toward the satisfaction of the six-month probationary period. Temporary employees will have their date of employment adjusted to reflect all previous time worked unless there is a break in service of 60 days or more.

(F) When it becomes necessary to reduce in rank a supervisory employee, unless he was promoted from the bargaining unit, he shall not return to it, except by mutual agreement of the Brotherhood and the Company.

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ARTICLE XIV**Vacancies, Promotions, Reassignments and Discharges**

(A) All provisions of this Article are subject to the exceptions stated in Article XV (Job Security).

(B) Whenever a new job is created or a vacancy occurs within the bargaining unit covered hereby which involves other than the lowest classification in the District, the Company will post a notice on bulletin boards within the Area for a period of three working days. Applicants within the District shall receive first consideration. If none are qualified, applicants within the Area will be considered. The notice will show the job classification, the date of starting and the fully qualified wage level for the job. Employees desiring to be considered must apply in writing and in duplicate to their Human Resources Manager, stating their qualifications. Employees who do not apply within the above period will have no right to consideration for the job, except that employees who are excused from work during all of such period shall be considered to have filed an application for the job.

An employee who has been hired into or awarded (through job posting) a vacancy at wage level nine or below, shall not be awarded another hourly vacancy having the same or lower wage level for at least six months after assuming the original position.

Exceptions to this six-month restriction period on job awards for qualified employees as defined by paragraphs (C) and (D) of this article will be:

- (1) When awarding a vacancy in a formal training and progression program.
- (2) Employees who are on higher-rated temporary assignment than their original position and who are awarded another vacancy having a wage level which exceeds their original position.
- (3) Time spent by such employees on a higher-rated temporary assignment than their original position counts toward the completion of the six-month restriction period.
- (4) Qualified probationary and regular full-time employees will not be denied a lateral or downward job award in order to hire an outside applicant.
- (5) In unusual circumstances, lateral or downward job awards may be made without regard to the six-month restriction period when supervisors of the department affected agree that the transfer is in the best interest of all concerned.

The President of the Local Union will be notified in advance of the job award of the names of bidders who are being rejected because of the six-month restriction period, or who are being accepted without regard to the restriction.

A copy of the job notice will be furnished to the Local Union. All who applied and the President of the Local Union will be advised the name of the successful candidate. When an employee is awarded a higher-rated job, that employee will begin receiving the rate of pay for the awarded job within fifteen working days after the notification of the award. The President of the Local Union will be notified when it is decided not to fill a bargaining-unit vacancy or to cancel a posted vacancy.

When it is known or becomes evident that temporary vacancies will exceed four weeks, the provisions of XIV (B) will apply. Such postings shall be made in advance if possible. Pending completion of the posting procedure the temporary vacancy will be filled by the senior employee who is qualified to perform the work.

If jobs are originally posted as Apprentice or Trainee, they will be reposted at the journeyman level, for location only, when incumbents reach I/C, "A" or other top level of a training classification. If the jobs are originally posted as I/C, "A", or other top level of a training classification, no reposting will be made. The following classifications only are affected: Field Planners, Field Testers, **Meter Technicians**, Gas Fitters, Line Mechanics, Mechanics, System Protection & Control Technicians and UC&M Mechanics.

(C) In matters of promotions, the Company will give full consideration to seniority as defined in Article XIII (C), but due consideration shall be given to qualifications for the position as evidenced by the records and experience of the Company. Where the qualifications of two or more employees are reasonably equal, seniority shall govern. If seniority and qualifications are equal, the Company will meet with the Local Union President to determine an equitable manner of resolving who shall be awarded the job.

(D) The term qualifications as used herein, is defined to mean: (1) performance as demonstrated in the employee's present job; (2) knowledge of the job which is being filled as described in the job specifications; (3) experience in types of work related to the job being filled; (4) the employee's record for (a) cooperating with supervisors in the performance of his work; (b) protecting the lawful interests of the Company; (c) promptness and regularity in reporting for work; and (d) observing all lawful rules and regulations of the Company.

(E) Although temporary employees have no seniority [Article XIII (E)], bids will be accepted from temporary employees for job vacancies, in accordance with Section (B) of this article after 30 days of continuous service. These applications will receive serious consideration before any posted job is filled by an outside applicant. Qualifications will be determined by the Company.

Temporary employees hired to replace those on military service shall be considered to have seniority solely for the purpose of bidding for vacancies in accordance with Section (B) of this article after 30 days of continuous service.

(F) Progression and qualification within the following classifications are governed by Memoranda of Agreement attached as Exhibit "D": Certified Welder, EDP Programmer, Electric Field Planner, Field Tester "B", Gas Fitter, Line Mechanic, Machinist, Mechanic, Power Plant Electrician, Power Plant Mechanic, Power Plant Technician, Section Operator, System Protection and Control Technician, UC&M Mechanic. In other classifications when a production employee, or those clerical employees hired prior to September 5, 1965, is assigned to another job, including promotion, he will be given a qualifying period of one to six months during which he will receive proper instruction and training on the job. He will be deemed to be fully qualified when, in the opinion of his supervisor or department head, he is able to discharge fully the duties and responsibilities of the classification, at which time his rate will be adjusted to the full rate for the job as shown in Exhibits "A" and "B". Should he fail to meet the job requirements within the qualifying period he shall be reassigned to the classification from which he came and shall resume the wage rate and seniority therein which would have been his had he not been promoted or transferred. This shall in no way cause him to be denied further consideration for future advancement. In exceptional cases, he may be given an additional period of not more than six months, without increase of pay, in which to make satisfactory improvement. When an employee has once fully qualified in a job he shall not thereafter be required to qualify again for that same job. Progression and qualification for employees hired on or after September 5, 1965 who are in or bidding into clerical classification is covered in (G) ★ below.

(G) During the qualifying period any production employee, or those clerical employees hired prior to September 5, 1965, will be paid at least a qualifying rate which is equal to two wage levels below the basic rate for the job. In the case of normal and usual line of promotion where the employee seeks a change of classification through the job posting procedure or otherwise, his qualifying rate will be the stated qualifying rate or the rate he

received in his former classification, whichever is higher. Where an employee seeks work of an unrelated nature, through bidding a posted job or otherwise, and the employee cannot meet the requirements in the job specifications for the job and he is awarded the job, he will start in the next lower classification, at the qualifying rate. On evidence of qualification, his supervisor will advance him to the fully qualified rate in 6 months or less. After an appropriate time, he will then receive the qualifying rate for the original vacancy and will advance to the fully qualified rate as soon as he is capable of fully qualified performance — no reposting will be required.

★ Applying to employees in or bidding into clerical (Exhibit "B") classifications who were hired on or after September 5, 1965, or to those hired prior to that date if it is to their advantage:

(1) Employees will automatically advance one wage level, as provided in the table entitled "Clerical Progression Wage Levels" (see Exhibit B), at the end of each six-month period until the maximum rate is reached, provided job performance is satisfactory as indicated by a general appraisal made thirty days prior to each scheduled wage advance. Absence of two weeks or more from work during any six-month period, except for vacation, will extend the period for a like number of weeks.

(2) Bid Jobs and Promotions —

(a) For jobs in the normal and usual line of promotion, or related jobs having a higher maximum rate than the job from which the employee is bidding:

1. If at the maximum rate in the present job, the employee will advance one wage level when awarded the job. Progression to the maximum rate will be as provided in Paragraph (1).
2. If not at the maximum rate in the present job, and the employee has not completed three months at his present wage level, he will remain at his present wage level for the balance of the three-month period. Progression to the maximum rate will then be as provided in Paragraph (1).
3. If not at the maximum rate in the present job but the employee has completed three months at his present wage level, he will advance one wage level when awarded the job. Progression to the maximum rate will be as provided in Paragraph (1).

- (b) For related jobs at the same maximum rate as the job from which he is bidding:
1. If at the maximum rate in the present job, the employee will remain at that level. He will then be qualifying as to skill for six months.
 2. If not at the maximum rate in the present job, and the employee has not completed six months at his present wage level, he will remain at his present wage level for the balance of the six-month period. Progression to the maximum rate will then be as provided in Paragraph (1).
 3. If not at the maximum rate in the present job but the employee has completed six months at his present wage level, he will advance one wage level when awarded the job. Progression to the maximum rate will be as provided in Paragraph (1).

- (c) For related jobs at a lower rate than his present job:

The employee will begin at the present rate or the maximum rate for the job, whichever is lower. If he starts below the maximum rate, he will advance as provided in Paragraph (1). He will be qualifying as to skill for six months.

- (d) For unrelated jobs:

1. If an employee is at the maximum rate in his present job and is awarded a job having the same maximum rate, he will transfer to the awarded job at two wage levels below the maximum rate.
2. If an employee is in progression and is awarded a job having the same maximum rate as the job he holds, he will transfer to the awarded job at his own wage level or three wage levels below the maximum rate, whichever is lower.
3. If an employee is awarded a job with a higher maximum rate than the job he holds, he will transfer to the awarded job at his own wage level or three wage levels below the maximum rate of the new job, whichever is lower.
4. In (2) (d) 1, 2 and 3 above, progression to the maximum rate will be at six-month intervals from the date the job is awarded as provided in Paragraph (1).

(e) In no case will an employee start lower than the lowest rate for the job as found in the wage progression table. ★

• (H) When an employee is assigned to a classification in which he is identified as a shift employee, as defined in Article VII (B), and in which he will be required to take a shift alone without an employee of equal or higher classification being present, he may be paid at a qualifying rate only for the period of instruction during which he is guided by another employee of equal or higher rank. However, he will be considered fully qualified only when his supervisor or department head determines that he is able to assume all the duties and responsibilities of the position, at which time an appropriate notation will be made in the Company's records. •

(I) Regular full-time employees in Job No. 1261 (Laborer 1/C) with twelve consecutive months of service will be advanced one wage level on the Sunday following their first employment anniversary date. On the Sunday following their next anniversary date, they will be advanced an additional wage level.

Employees who are regular, full-time 1261 Laborers, who wish to transfer to another department in that classification should notify the local Human Resources Manager of their intention. When a 1261 vacancy exists in the department to which they wish to move, their request will be considered as though they had bid on a posted job.

(J) When an employee is temporarily assigned to perform the duties of a higher classification for which he is qualified, within the bargaining unit, for a period of five or more consecutive regularly scheduled workdays, he shall receive the same rate of pay as if he were permanently assigned. For such assignments for a lesser period, but lasting four hours or more, he shall receive an extra one hour's straight-time pay for each day.

Management may assign a bargaining-unit employee to substitute for a salaried supervisor in preference to having a Chief or other supervisor assume the duties. Employees, other than a Chief, assigned for five or more consecutively scheduled workdays shall be paid at a rate two pay levels above their regular basic hourly rate or at the appropriate rate for a Chief if there is an applicable Chief classification in Exhibit A. If an employee regularly classified as a Chief is so assigned to substitute for a salaried supervisor for five or more consecutively scheduled workdays and the assignment requires supervising a department including another Chief at the same pay level, the supervising Chief shall be paid at a rate one pay level above the Chief's regular basic hourly rate. For such assignments for a shorter period of four hours or more the employee shall receive an extra hour's straight-time pay for each day.

(K) When an employee within the bargaining unit is promoted, demoted, transferred, disciplined, suspended or discharged for cause, the Company will, when possible in advance, notify a representative of the Local Union.

When, in making a promotion or transfer within the bargaining unit, the Company finds it necessary to pass over a senior employee in favor of a junior employee, it shall discuss the matter, in advance, with the Brotherhood and any such promotion or transfer by the Company shall be temporary pending final adjustment of the case, or until settlement is reached through the Grievance Procedure established by this Agreement.

(L) It is understood and agreed that no employee shall be disciplined or released until he has been given reasonable opportunity to meet the Company standards. Employees who are found upon investigation to have been suspended or released in violation of the terms of this Agreement, shall be restored to their former positions.

It is hereby agreed that whenever an employee is suspended for disciplinary reasons or is discharged from employment for any reason except lack of work he shall, within 72 hours after receipt by the Company of his request made within 10 days after suspension or discharge, receive a hearing before his Manager and a representative of the Brotherhood, and may thereafter, with System Council approval, invoke the Grievance Procedure beginning at the Third step Section B of Article XVII.

ARTICLE XV

Job Security

(A) Effective upon ratification, the Company guarantees jobs, and no reduction in pay to regular, full-time employees with 10 or more years of continuous service whose jobs are eliminated by changes substantially within its control, such as introduction of new equipment, procedures or methods, or the planned retirement of obsolete facilities — as opposed to changes resulting from sudden technical, legislative, regulatory, environmental or economic events or conditions over which it has little influence.

The parties may mutually agree to apply this job security policy to elimination of jobs for any reason.

The Company will also endeavor but cannot guarantee to provide employment to employees with less than 10 years of service whose jobs are eliminated for the reasons stated above, at the prevailing rates of pay for available jobs and subject to the needs of job security employees with 10 or more years of service. The provisions that apply to such short-service surplus

employees shall apply to all employees in the event of reductions in force caused by factors beyond the Company's control.

The Company's right and obligation is to assign eligible employees with 10 or more years of service to available work without regard to any restrictive provisions of the Labor Agreement, and extends Company-wide. The employee's right is to continuing employment, in any job and at any location that is available, and not to any specific job. The Company's first endeavor will be to assign the eligible employee to a suitable job at a comparable rate at his present location by taking advantage of turnover, job vacancies, retirements, and the use of temporary employees. However, as such jobs may not be available, the Company has the unrestricted right to assign job security employees to any available jobs at any Company location without regard to any restrictive provisions of the Agreement. Jobs reserved for job security employees need not be posted.

(B) The first job assignment for an employee reassigned under job security shall not be to a higher classification within the bargaining unit if a qualified senior employee would otherwise have been awarded such classification. However, the Company may subsequently, at its discretion, award jobs at a higher rate than the first job security assignment to an employee receiving a former rate that is higher than the rate for his present job, without posting, until he reaches the wage level of the job he held at the time he was assigned to job security.

Reassigned employees shall be given proper instruction and training on the job during the qualifying period.

(C) Employees in the Job Security Program with 10 or more years of service, and employees with less than 10 years of service who are displaced by senior employees, and employees with more than 2 but less than 10 years of service whose jobs are surplus because of factors within the Company's control, shall have the option to take either the new assignment offered, or severance pay, as provided in General Bulletin No. 1. The provisions of General Bulletin No. 1 shall apply, except that such employees shall have the unrestricted right to severance pay.

(D) Job Security employees who are offered a job which they do not want may displace employees with less than 10 years of service in their present location and in the same bargaining unit from jobs in the usual line of promotion to the job security employee's present job or from jobs which he has formerly qualified for if, in the Company's opinion, he is currently able and qualified to perform them. The job security employee exercising this option will take the rate for the job he is preempting. The option to displace employees with less than 10 years of service shall be available to job security employees in descending order of seniority.

(E) Employees displaced by the above provision or employees with less than 10 years of service whose jobs are surplussed may displace junior employees in the same District, under the provisions of the immediately preceding paragraph, or accept severance pay.

Senior clerical employees can displace junior clerical employees in any job for which the job specifications require no previous experience. The classification of 1261 Laborer 1/C shall be considered a basic production job, common to all occupational groups for this purpose.

(F) Job Security employees assigned to jobs in a new District retain their seniority in the old District for a period equal to the amount of seniority in the old District. Seniority in the new District includes seniority in the old District. If an employee is awarded a job in the old District by the bidding procedure within the specified period he recovers his seniority in that District and begins to accumulate additional seniority from the date of reporting to the job.

(G) If the new job assignment of a Job Security Program employee with 10 or more years of service requires him to move, the Company will pay the mover's bill. The Company will also pay the employee's reasonable temporary living expenses for up to 30 days prior to moving, and reasonable pre-move expenses associated with the search for a new residence.

(H) If an employee is rolled back to a job in which he has not been fully qualified, he shall enter it at the fully qualified rate of pay or the rate of pay to which he is entitled as a result of 10 or more years of service, whichever is greater, but shall fulfill usual qualification requirements.

An employee who is assigned to a lower-rated job than the one in which he has been regularly assigned, because of a reduction in the work force, shall have a right superior to that of any other bidder to return to his former classification when it is posted if he is physically qualified. This shall apply only to the first posting of a permanent job and not to any subsequent posting.

Employees laid off because of lack of work shall be reinstated, within their respective Districts, in the reverse order of their layoff, if, within two years after layoff, need for their services arises and they are then found physically qualified to do the work. When the Company recalls a laid-off employee to work, it shall notify both the laid-off employee and the Brotherhood seven days in advance of a contemplated reinstatement. An employee who fails to report as directed for a job of like status shall forfeit all right to reinstatement.

(I) The Vice President-Human Resources shall be advised as soon as possible of contemplated reductions in force where the Job Security Program would apply. The affected employees will be the most junior employees by classification, by division. The employees affected will be listed, giving location, name, present job, present rate, years of service, and date employee will be available. The list will be sent in duplicate to the Vice President-Human Resources who will in turn send it to the Secretary of the System Council U-7, with a copy to the President of the System Council, not less than 30 days prior to elimination of jobs. This shall constitute assigning the affected employees to the Job Security Program.

(J) Situations that may arise in the administration of the Job Security Program not covered by this article will be considered on their merits.

ARTICLE XVI

Reductions in Force Not Covered by Job Security

(A) When it is necessary to curtail forces in any District for reasons other than those covered in Job Security, Article XV, the Company will give to the Brotherhood 14 days advance notice of contemplated reductions of force within the bargaining unit, together with a list of employees affected. Rollbacks will begin with those employees having the least seniority. The junior employees in the classification in which the surplus exists shall be placed in the next lower classification in normal and usual line of promotion. If a surplus then exists in that classification the process shall be repeated until the lowest classification is reached. If a surplus then exists in the lowest classification the junior employees shall be laid off. The classification of 1261 Laborer 1/C shall be considered a basic production job common to all occupational groups for this purpose. No senior employee or the designated Local Representative of the Brotherhood shall be laid off as long as any work is being done by the junior employee which the senior employee or representative can reasonably be expected to do.

(B) An employee who is assigned to a lower-rated job than the one in which he has been regularly assigned, because of a reduction in the work force, shall have a right superior to that of any other bidder to return to his former classification when it is posted if he is physically qualified. This shall apply only to the first posting of a permanent job and not to any subsequent posting.

(C) Employees laid off because of lack of work shall be reinstated, within their respective Districts, in the reverse order of their layoff if, within two years after layoff, need for their services arises, and they are then found

physically qualified to do the work. When the Company recalls a laid-off employee to work, it shall notify both the laid-off employee and the Brotherhood seven days in advance of a contemplated reinstatement. An employee who fails to report as directed for a job of like status shall forfeit all right to reinstatement.

ARTICLE XVII

Grievances and Arbitration

(A) A grievance is hereby defined as an alleged violation of the law governing the employer-employee relationship, or an alleged violation of the terms of this Agreement, or any type of supervisory conduct which unjustly and unlawfully causes an employee to lose his job or any benefits arising out of his job.

(B) If any dispute arises between the Brotherhood and the Company as to any unadjusted grievance or as to the rights of either party under this Agreement, both parties shall endeavor to settle such matter in the simplest and most direct manner. Both parties must adhere to the time limits set for in each step of the grievance procedure. If the Brotherhood requests a meeting and Management does not schedule one or obtain Brotherhood agreement to a time extension, within the time limit set for a step of the procedure, the grievance will proceed to the next step upon timely notice to Management by the Brotherhood. The procedure, unless changed, or any step thereof waived, combined or extended, by mutual consent, shall be as follows:

FIRST: Within 15 calendar days of the occurrence of the grievance, between the aggrieved employee and his supervisor. A Union representative may be present at the employee's request. If not satisfactorily settled, then

SECOND: Within a further period of 18 calendar days after the written grievance has been submitted between a grievance committee of the Brotherhood (not exceeding three) and the supervisor concerned and the supervisor's superior or the appropriate Manager. (A written grievance to be submitted within 10 calendar days after completion of the First Step.)

At the completion of this step, if not adjusted to the mutual satisfaction of the parties, then, within a further period of 5 working days after completion of the second step, a committee composed of one representative of the Local Union and one representative of the Company designated by the respective parties shall establish which facts and issues are agreed upon and which are in dispute; each conferring with the appropriate members of his own organization.

THIRD: Within a further period of 40 calendar days between a System Council Committee (International Representative present at the discretion of the Brotherhood) and a Vice President or an authorized representative (or a representative of the President). (Also see: Article VII (H) regarding new work schedules; Article XIV (L) regarding suspension or discharge; and Exhibit "D" Common Training Provisions, paragraph 6 regarding training extensions.)

FOURTH: Within 10 days following the completion of the foregoing steps, the Brotherhood shall advise the Company that an acceptable solution to the question in dispute has not been attained. **After December 17, 1999, for all cases where the System Council gives the Company notice that a case will proceed to arbitration, the System Council will have a period of one (1) year to request a Panel of Arbitrators. If the System Council requests a Panel within the one (1) year period, the parties must then select an arbitrator and proceed to arbitration. If the System Council does not request a Panel within the one (1) year period, the case will be deemed withdrawn, with prejudice.**

For all cases on which arbitration has already been requested by the System Council prior to December 17, 1999, the System Council shall have a period of two (2) years to request a Panel of Arbitrators. If the System Council requests a Panel within the two (2) year period, the parties must then select an arbitrator and proceed to arbitration. If the System Council does not request a Panel within the two (2) year period, the case(s) will be deemed withdrawn without precedent or prejudice to any other case.

The Board of Arbitration **shall** be composed of one representative of the Company, one representative of the Brotherhood, and a third and impartial member to be designated by mutual agreement between the other two members. If such mutual agreement cannot be achieved within 10 days the third member must be designated by agreement between the Company representative and the Brotherhood representative from the arbitration panel of the Federal Mediation and Conciliation Service. The Board of Arbitration so constituted shall consider the merits of the question or dispute and shall render a decision thereon. A decision made by a majority of the members of the Board of Arbitration shall be binding upon the Company and upon the Brotherhood for the duration of the Agreement. The Board shall meet at any place chosen by mutual consent, each party bearing the expense of its own arbitrator and jointly bearing the expense of the neutral arbitrator.

(C) Employees acting as representatives of the Brotherhood, normally not exceeding three in number, may discuss grievances without loss of straight-time pay. At the **Third** and subsequent steps, the Brotherhood will be represented by not more than four members, one of whom will be the Secretary of the System Council U-7. But no employee shall be paid under this section for time spent in discussing grievances unless he is scheduled to work during the time in which the discussion takes place. When discussing grievances with the Company, time off shall be granted upon prior notice to and consent of the immediate supervisor of the employee concerned.

(D) No Board of Arbitration shall alter or annul or otherwise disregard any provision of this Agreement, nor shall it render any decision except in respect to whatever matter is specifically committed to it. However, in the event of the layoff or discharge of an employee, the Board of Arbitration may uphold the action taken, order the employee reinstated with full rights including restoration of lost pay, or direct that the penalty was too severe *and order instead a suspension from employment without pay for a specified period.*

ARTICLE XVIII

No Strikes — No Lockouts

The Brotherhood agrees that, during the period of this Agreement, there shall be no strikes, walkouts or other concerted cessation of work by the Brotherhood, and the Company agrees that there shall be no lockouts of the Brotherhood, it being the desire of both parties to provide uninterrupted and continuous service to the public.

ARTICLE XIX

Separability Clause

If the enactment of legislation, or a determination of a court of final jurisdiction (whether in a proceeding between the parties or in one based on a similar statement of fact) invalidates any portion of this Agreement it shall not affect the validity of the rest of this Agreement, which shall remain in full force according to its terms in the same manner and with the same effect as if such invalid portion had not originally been included herein.

ARTICLE XX**Term of Agreement**

(A) This Agreement, superseding all other agreements between the parties covering production and clerical employees, subject to the approval of the International President of the Brotherhood and the President of New York State Electric & Gas Corporation, the terms of which are separable and shall not be limited nor qualified unless by mutual written consent, shall become effective as of July 1, **2000**, and shall continue in effect through and including June 30, **2005** and from year to year thereafter, unless either of the parties hereto shall, not less than 60 days prior to any July 1st date thereafter, notify the other party in interest of its desire to amend or terminate the Agreement effective July 1, **2005** or any subsequent July 1st. Changes in this Agreement, however, may be made at any time by mutual consent.

(B) Inasmuch as System Council U-7 consisting of Local Unions **83**, 249, 966, and 1143 are a part of and are affiliated with the International Brotherhood of Electrical Workers, the Company pledges its utmost good faith to the end that the terms of this, or of any other agreement, entered into between the Company and any affiliated Local Union of the International Brotherhood of Electrical Workers, shall be strictly observed. Further, inasmuch as the operations of the Company in one area are affected by conditions in other areas, the International Brotherhood of Electrical Workers pledges its utmost good faith to the end that the terms of this Agreement or any other agreement between the Brotherhood and the Company shall be strictly observed. Accordingly, each party agrees that willful violations or unlawful refusals to abide by the terms of any of these agreements shall become the concern of the International President of the Brotherhood and the President of New York State Electric and Gas Corporation, mutually, and their mutual decision to amend or terminate or extend or limit this Agreement or any other agreement, or all of them, shall become binding upon all parties thereto.

NEW YORK STATE ELECTRIC & GAS CORPORATION

RICHARD R. BENSON
Executive Director, Human Resources

SYSTEM COUNCIL U-7

JOHN M. HUMPHREY
President

JENNIFER L. GEETTER
Secretary

Approved:
NEW YORK STATE ELECTRIC & GAS CORPORATION

MICHAEL I. GERMAN
President

**THE FOLLOWING LOCAL UNIONS
ARE MEMBERS OF SYSTEM COUNCIL U-7**

BINGHAMTON LOCAL UNION NO. 83

John M. Humphrey
335 Main Street
Johnson City, NY 13790

GENEVA LOCAL UNION NO. 249

E.J. Groom
4296 Pre-emption Road
Himrod, NY 14842

LANCASTER LOCAL UNION NO. 966

John D. Wild
319 Main Street
East Aurora, NY 14052

CHATHAM LOCAL UNION NO. 1143

Scott M. Fiacco
209 Beecher Road
Granville, NY 12832

EXHIBIT "A"

 PRODUCTION JOB CLASSIFICATIONS
 OF NEW YORK STATE ELECTRIC & GAS
 CORPORATION

Job No.	Job Title	Wage Level
102	Chief Operator	21
103	Switchboard Operator 1/C	16
105	Turbine Operator	14
106	Pump Operator 1/C	12
108	Main Equipment Operator	15
109	Auxiliary Equipment Operator	13
110	Operations Worker	10
118	Unit Boiler Operator	18
119	Control Operator	19
122	Chief-Power Plant Labor	14 **
125	Material Handling Operator A	14
126	Material Handling Operator B	10
132	Junior Chemist	11
142	Machinist 1/C	18 *
144	Power Plant Mechanic	16 *
148	Chief-Plant Maintenance	20
149	Chief Power Plant Mechanic	17
151	Power Plant Electrician	18 *
152	Chief Power Plant Electrician	21
153	Power Plant Technician	18 *
155	G.C.&M. Mechanic	12
164	Hydro. Oper. Class B Sta.	14
171	Diesel Operator-Mechanic	13
190	Flue Gas Desulfurization Operator A	16
191	Flue Gas Desulfurization Operator B	13
192	Flue Gas Desulfurization Operator C	10
200	Electric Field Planner A	17
201	Electric Field Planner B	*
202	Electric Field Planner C	*
203	Electric Field Planner Trainee	*
207	Electric Field Representative	15
208	Surveyor's Assistant-Central Survey Crew	15
209	Transit Operator-Central Survey Crew	12

*--See Memoranda of Agreement-Training and Progression Program

214	District Dispatcher	17
218	Section Operator	20 *
219	Customer Service Representative	15
222	Chief Line Mechanic	20
224	Line Mechanic 1/C	18
225	Line Mechanic 2/C	*
226	Line Apprentice	*
227	Line Inspector	10
228	Driver-Worker-Line	11
229	Street Light Mechanic	12
232	Chief U.C.&M. Mechanic-Maintenance	21
233	U.C.&M. Mechanic 1/C	18
234	U.C.&M. Mechanic 2/C	*
235	G.C.&M. Mechanic-Maint.	12
236	Chief G.C.&M. Mechanic	15
237	U.C.&M. Apprentice	*
246	Const. & Supply Atdt. (Coming)	15
247	Bldg. Oper. Attendant A	15
248	Bldg. Oper. Attendant B	14
251	System Protection & Control Technician A	18
252	System Protection & Control Technician B	*
253	System Protection & Control Technician C	*
254	System Protection & Control Technician Trainee	*
301	Chief Field Tester	20
302	Field Tester A	18
303	Field Tester B	15
304	Field Tester C	*
305	Field Tester Trainee	*
306	Field Inspector	15
311	Laboratory Tester 1/C	16
312	Laboratory Tester 2/C	13
313	Laboratory Tester 3/C	10
314	Asst. Safety Equip. Inspector	11
315	Safety Equipment Inspector	14
316	Meter Technician A	18
317	Meter Technician B	*
318	Meter Technician C	*
319	Meter Technician Trainee	*
320	Field Service Representative	13

402	Chief Mechanic	19
403	Mechanic 1/C	16 *
404	Mechanic 2/C	14
503	Chief Storekeeper	19
504	Senior Storekeeper	17
505	Storekeeper	15
506	Asst. Storekeeper A	15
507	Asst. Storekeeper B	14
508	Warehouse Attendant	9
509	Stock Handler	11
652	Meter Reader-Collector	***
653	Chief Meter Reader	16
654	Meter Reader	11
852	Chief Customer Service Mechanic	20
853	Customer Service Mechanic 1/C	17
854	Customer Service Mechanic 2/C	14
1018	Gas Field Planner	17 *
1020	Gas Welder	18
1031	Chief Gas Fitter	19
1033	Gas Fitter 1/C	17
1034	Gas Fitter 2/C	*
1035	Gas Fitter Apprentice	*
1102	Chief Gas Meter Mechanic	18
1103	Gas Meter Mechanic 1/C	15
1104	Gas Meter Mechanic 2/C	12
1260	Laborer Semi-Skilled	9
1261	Laborer 1/C	7
1271	Janitor	7
1280	Certified Welder	18
1281	Welder-General	16
1282	Equip. Driver/Operator A	15
1283	Equip. Driver/Operator B	13
1284	Equip. Driver/Operator C	12
1285	Driver-Worker	11
1286	Interdistrict Delivery Driver	10
1287	Relief Operator	**

* -See Memoranda of Agreement - Training and Progression Program

** -Average rate for jobs involved plus 5%, but not less than wage level 15

nor in excess of the rate for the highest rated job.

Among classifications which may include scheduled workers are: Relief Operators, garage employees, generating station employees on 5 day operations, Janitors, General C. & M. Mechanics, Power Plant Technicians (Greenidge), U.C.&M. Mechanics (Goudey), Chief Line Mechanics (Lancaster), and mailroom personnel.

*****Meter-Reader Collector (No. 652) Wage Level
(for those entering after July 1, 2000)**

Entry Level	5
Beginning of 4th year in the position	6
Beginning of 6th year in the position	7
Beginning of 9th year in the position	8

Incumbents in the #652 Meter Reader-Collector position, or those formerly fully qualified in this position or the #654 Meter Reader position as of June 30, 2000 shall be grandfathered at wage level 12.

PROGRESSION SCHEDULES

See Exhibit "D" for training programs and detailed progression schedules.

Certified Welders (No. 1280)	Wage Level
1st 6-month period	16
2nd 6-month period	17
Fully Qualified	18
Electric Field Planners (Nos. 200-203)	
1st 6-month period	11
2nd 6-month period	12
3rd 6-month period	13
4th 6-month period	14
5th 6-month period	15
6th 6-month period	16
Fully Qualified	17
Field Testers B (Nos. 303-305)	
1st 6-month period	9
2nd 6-month period	10
3rd 6-month period	12
4th 6-month period	13

nor in excess of the rate for the highest rated job.

Among classifications which may include scheduled workers are: Relief Operators, garage employees, generating station employees on 5 day operations, Janitors, General C. & M. Mechanics, Power Plant Technicians (Greenidge), U.C.&M. Mechanics (Goudey), Chief Line Mechanics (Lancaster), and mailroom personnel.

*****Meter-Reader Collector (No. 652) Wage Level**
(for those entering after July 1, 2000)

EntryLevel	5
Beginning of 4th year in the position	6
Beginning of 6th year in the position	7
Beginning of 9th year in the position	8

Incumbents in the #652 Meter Reader-Collector position, or those formerly fully qualified in this position or the #654 Meter Reader position as of June 30, 2000 shall be grandfathered at wage level 12.

PROGRESSION SCHEDULES

See Exhibit "D" for training programs and detailed progression schedules.

Certified Welders (No. 1280)	Wage Level
1st 6-month period	16
2nd 6-month period	17
Fully Qualified	18
Electric Field Planners (Nos. 200-203)	
1st 6-month period	11
2nd 6-month period	12
3rd 6-month period	13
4th 6-month period	14
5th 6-month period	15
6th 6-month period	16
Fully Qualified	17
Field Testers B (Nos. 303-305)	
1st 6-month period	9
2nd 6-month period	10
3rd 6-month period	12
4th 6-month period	13

5th 6-month period	13
6th 6-month period	14
Fully Qualified	15
Gas Field Planners (No. 1018)	
1st 6-month period	11
2nd 6-month period	12
3rd 6-month period	13
4th 6-month period	14
5th 6-month period	15
6th 6-month period	16
Fully Qualified	17
Gas Fitters (Nos. 1033-1035)	
(for those entering as Q Apprentice prior to 1/1/98)	
1st 6-month period	9
2nd 6-month period	10
3rd 6-month period	11
4th 6-month period	12
5th 6-month period	13
6th 6-month period	14
7th 6-month period	15
8th 6-month period	15
Fully Qualified	17
Gas Fitters (Nos. 1033-1035)	
(for those entering as Q Apprentice on or after 1/1/98)	
1st 3-month period	9
2nd 3-month period	10
2nd 6-month period	11
3rd 6-month period	12
7th 3-month period	13
8th 3-month period	14
5th 6-month period	15
6th 6-month period	15
Fully Qualified	17
Line Mechanics (Nos. 224-226)	
1st 6-month period	9
2nd 6-month period	10
3rd 6-month period	11
4th 6-month period	12

5th 6-month period	14
6th 6-month period	15
7th 6-month period	16
8th 6-month period	16
Fully Qualified	18
Machinists (No. 142)	
1st 6-month period	11
2nd 6-month period	12
3rd 6-month period	13
4th 6-month period	14
5th 6-month period	15
6th 6-month period	16
7th 6-month period	17
Fully Qualified	18
Mechanics (No. 403)	
1st 6-month period	9
2nd 6-month period	10
3rd 6-month period	11
4th 6-month period	12
5th 6-month period	13
6th 6-month period	14
Fully Qualified	16
Meter Technicians (Nos. 316-319)	
1st 6-month period	11
2nd 6-month period	12
3rd 6-month period	13
4th 6-month period	14
5th 6-month period	15
6th 6-month period	16
Fully Qualified	18
Power Plant Electricians (No. 151)	
1st 6-month period	9
2nd 6-month period	11
3rd 6-month period	12
4th 6-month period	13
5th 6-month period	14
6th 6-month period	15
7th 6-month period	16

8th 6-month period	17
Fully Qualified	18
Power Plant Mechanics (No. 144)	
1st 6-month period	9
2nd 6-month period	10
3rd 6-month period	11
4th 6-month period	12
5th 6-month period	13
6th 6-month period	14
Fully Qualified	16
Power Plant Technicians (No. 153)	
1st 6-month period	12
2nd 6-month period	13
3rd 6-month period	14
4th 6-month period	15
5th 6-month period	16
6th 6-month period	17
Fully Qualified	18
Section Operators (No. 218)	
2 to 6 — 6-month periods	
Based on entry wage level	14 to 20
Fully Qualified	20
System Protection & Control Technicians (Nos. 251-254)	
1st 6-month period	11
2nd 6-month period	12
3rd 6-month period	13
4th 6-month period	14
5th 6-month period	15
6th 6-month period	16
Fully Qualified	18
U.C.&M. Mechanics (Nos. 233, 234 & 237)	
1st 6-month period	9
2nd 6-month period	10
3rd 6-month period	11
4th 6-month period	12
5th 6-month period	13
6th 6-month period	14
7th 6-month period	15

1215	Stenographer	.9
1216	Stenographer-Clerk	.7
1217	Typist Clerk	.4
1231	Telephone Operator	.9
1232	Telephone Operator Clerk	.8
1300	Treasury Clerk A	.12
1301	Treasury Clerk B	.10
1302	Check Process. Mach. Oper.	.5
1304	Shareholder Clerk	.10
1305	Corporate Records Center Clerk	.12
1307	Insurance Department Clerk	.10
1309	Procedures and Printing Department Clerk	.10
1311	Tax Department Clerk A	.15
1312	Tax Department Clerk B	.10
1314	Statistical Reports Clerk	.13
1315	Rates and Regulatory Department Clerk	.10
1316	Audit Department Clerk	.10
1325	Records Control Clerk	.15
1326	Records Center Clerk	.4
1327	Storage Center Clerk	.8
1330	Mail Clerk A	.13
1331	Mail Clerk B	.9
1332	Mail Clerk C	.4
1333	Messenger	.1
1351	Duplicating Machine Operator	.13
1354	Multigraph Operator	.6
1355	Ozalid Operator	.2
1376	Engineering Clerk A	.14
1377	Engineering Clerk B	.10
1386	Power Supply Clerk	.15
1390	Architectural Services Department Clerk	.10

Some employees in E.D.P. Department and mailroom which are included in the above classifications may be considered scheduled workers.

Customer Representatives (No. 614) Wage Level
(for those entering prior to July 1, 2000)

1st 6-month period	.10
2nd 6-month period	.11
3rd 6-month period	.12
4th 6-month period	.13
Fully Qualified	.14

Customer Representatives (No. 614) Wage Level
(for those entering after July 1, 2000)

1st 6-month period	.6
2nd 6-month period	.7
3rd 6-month period	.8
4th 6-month period	.9
Fully Qualified	.10

E.D.P. Programmers (No. 750) Wage Level

5 to 10 — 6-month periods	
Based on entry wage level	.9 to 18
Fully Qualified	.18

See Exhibit "D" for Selection Program and detailed Progression Schedule.

CLERICAL PROGRESSION
WAGE LEVELS

(Applicable to Employees Hired on or After 9/6/65)

Job Wage Level	6 Month Periods Showing Wage Level to be Paid			Max Level
	1st	2nd	3rd	
1	Q1 (for 30 days)			1
2	1			2
3	2			3
4	2	3		4
5	3	4		5
6	3	4	5	6
7	4	5	6	7
8	5	6	7	8
9	6	7	8	9
10	7	8	9	10
11	8	9	10	11
12	9	10	11	12
13	10	11	12	13
14*	11	12	13	14
15	12	13	14	15
16	13	14	15	16
17	14	15	16	17
18*	15	16	17	18*

* For Customer Representatives No. 614, and EDP Programmers No. 750, see progression schedules on prior page.

NOTE: See Article XIV (G) (1 & 2) for related Contract language on progression.

EXHIBIT "B/A"

HOURLY WAGE RATES

Applying to Employees in both
Production (Exhibit "A") and
Clerical (**Exhibit "B"**) Classification
Hired prior to 7/1/83 or
WHO HAVE ONE OR MORE YEARS OF
CONTINUOUS SERVICE

Wage Level	New Rate Effective 7/02/2000	New Rate Effective 7/01/2001	New Rate Effective 6/30/2002	New Rate Effective 6/29/2003	New Rate Effective 6/27/2004
Q1	12.21	12.57	12.95	13.37	13.80
1	12.82	13.20	13.60	14.04	14.49
2	13.46	13.86	14.28	14.74	15.22
3	14.13	14.55	14.99	15.48	15.98
4	14.84	15.28	15.74	16.25	16.78
5	15.58	16.05	16.53	17.06	17.62
6	16.36	16.85	17.35	17.92	18.50
7	17.18	17.69	18.22	18.81	19.42
8	18.03	18.57	19.13	19.75	20.40
9	18.94	19.50	20.09	20.74	21.42
10	19.88	20.48	21.09	21.78	22.49
11	20.88	21.50	22.15	22.87	23.61
12	21.92	22.58	23.26	24.01	24.79
13	23.02	23.71	24.42	25.21	26.03
14	24.17	24.89	25.64	26.47	27.33
15	25.38	26.14	26.92	27.80	28.70
16	26.64	27.44	28.27	29.19	30.13
17	27.98	28.82	29.68	30.65	31.64
18/Line	29.38	30.26	31.16	32.18	33.22
19	30.84	31.77	32.72	33.79	34.88
20/Chief Line	32.39	33.36	34.36	35.48	36.63
21	34.01	35.03	36.08	37.25	38.46
22	35.71	36.78	37.88	39.11	40.38

1 - 2 - 3 - 4 - 5 - 6 - 7 - 8 - 9 - 10 - 11 - 12 - 13 - 14 - 15 - 16 - 17 - 18 - 19 - 20 - 21 - 22

HOURLY WAGE RATES

Applying to Employees in both Production (Exhibit "A") and
Clerical (Exhibit "B") Classification

Hired on or after 7/1/83

WHO HAVE COMPLETED LESS THAN ONE YEAR OF
CONTINUOUS SERVICE

Wage Level	New Rate Effective 7/02/2000	New Rate Effective 7/01/2001	New Rate Effective 6/30/2002	New Rate Effective 6/29/2003	New Rate Effective 6/27/2004
Q1	11.21	11.57	11.95	12.37	12.80
1	11.82	12.20	12.60	13.04	13.49
2	12.46	12.86	13.28	13.74	14.22
3	13.13	13.55	13.99	14.48	14.98
4	13.84	14.28	14.74	15.25	15.78
5	14.58	15.05	15.53	16.06	16.62
6	15.36	15.85	16.35	16.92	17.50
7	16.18	16.69	17.22	17.81	18.42
8	17.03	17.57	18.13	18.75	19.40
9	17.94	18.50	19.09	19.74	20.42
10	18.88	19.48	20.09	20.78	21.49
11	19.88	20.50	21.15	21.87	22.61
12	20.92	21.58	22.26	23.01	23.79
13	22.02	22.71	23.42	24.21	25.03
14	23.17	23.89	24.64	25.47	26.33
15	24.38	25.14	25.92	26.80	27.70
16	25.64	26.44	27.27	28.19	29.13
17	26.98	27.82	28.68	29.65	30.64
18/Line	28.38	29.26	30.16	31.18	32.22
19	29.84	30.77	31.72	32.79	33.88
20/Chief Line	31.39	32.36	33.36	34.48	35.63
21	33.01	34.03	35.08	36.25	37.46
22	34.71	35.78	36.88	38.11	39.38

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EXHIBIT "C"

GENERAL BULLETIN NO. 1

SEVERANCE PAY

1. Applicable only to a regular or draftee replacement full time employee (hereinafter called "employee"), whose employment after more than two years of continuous service is terminated by affirmative action of the Company.

Severance Compensation shall be paid, computed as of date of termination, as follows: an amount equal to **two** basic workweeks (no overtime) for each full year of continuous service at the basic rate of compensation at the time of severance. **All payments shall be capped at a maximum of 52 weeks.**

2. Such compensation is not payable when the employee quits the Company for any reason or when he refuses reassignment in accordance with the provisions of Article XVI of this Agreement except when he is to be downgraded more than three wage levels. However, if the employee quits to take another job after he has received notice of dismissal effective as of a definite future date under such circumstances as would entitle him to payment under this policy, he will receive Severance Compensation from the date of termination of employment.
3. Severance Compensation shall be in addition to any benefits that may have accrued under the Vacation Policy.
4. Upon reemployment of a former employee who has previously received Severance Compensation by reason of layoff, for the purposes of this policy the period of service upon which computation of any future Severance Compensation shall be based, shall begin with the date of such reemployment.
5. Insurance and other Company benefits and deductions therefore cease upon the last day of employment.
6. No Severance Compensation will be paid to any employee who is eligible and has been certified for, or who is receiving or has received, pension payments under any pension arrangement of the Company. No Severance Compensation will be paid to any employee released in accordance with the provisions of Article I Section (D) of this Agreement. No Severance Compensation shall be paid to any employee who has been discharged from the service of the

Company for just cause. No Severance Compensation will be paid to any employee who comes within the scope of General Bulletins No. 2 and 3 except as provided in paragraph 9 of those bulletins.

GENERAL BULLETIN NO. 2

PARTIALLY INCAPACITATED EMPLOYEES

If a regular, full-time employee becomes partially incapacitated by reason of age or a non-compensable disability and thus is unable to perform fully the duties of his job classification, the Company will endeavor to place him in such available work as he is able to perform. In such situations the following conditions will apply:

1. The Company will attempt to place the employee in the highest classification in which he is able to perform the work assigned. The seniority provisions of this Agreement, including job posting, shall be waived to the extent necessary for the accomplishment of this provision.
2. The Company reserves the right to require a physical examination *at its expense and by a physician of its choice, to determine the extent and probable duration of the disability, after which the Company will make its decision as to assignment under this policy.*
3. Whenever possible the employee shall be afforded the opportunity for training to fill available jobs more nearly corresponding in rate to his original rate and when qualified therefore shall be placed therein.
4. Such assignments shall continue either:
 - (a) Until Normal or earlier Retirement Date, or
 - (b) Until the employee is able to resume his former classification, or
 - (c) Until the employee shall be reassigned in accordance with Section 3 above, or
 - (d) Until the employee is no longer able to discharge the duties of the classification to which assigned. In the latter event, further effort will be made to reassign the employee in accordance with the provisions of this policy.
5. During the period of such assignment, the employee will be paid at the maximum rate for the classification to which assigned

except that if, at the time of initial assignment, he shall have completed ten or more years of continuous service with the Company, he shall be paid an additional amount equal to a percentage of the difference between his former rate and the rate of the newly assigned job. The percent for the years of service completed at the time of assignment is indicated below:

Years of Service Completed on Date of Assignment	Percentage of Difference
20 or more	100
19	95
18	85
17	75
16	70
15	60
14	50
13	50
12	50
11	50
10	50

6. The rate paid will be subject to adjustment at time of general wage rate changes.
7. The rate paid will not, however, be subject to adjustment in the event of reevaluation of the employee's former classification, subsequent to his assignment.
8. In the event a second assignment is necessary as suggested in 4 (c) or (d) above, the wage rate will continue to be computed on the basis of the years of service completed at the time of the original assignment.
9. If the services of an employee are subsequently terminated by affirmative action of the Company, he will be entitled to severance compensation in accordance with the provisions of General Bulletin No. 1.

GENERAL BULLETIN NO. 3

OCCUPATIONAL DISABILITY BENEFITS

This policy applies to:

Regular full-time hourly employees who have successfully completed the probationary period and have become entitled to participate in the Company's Accident and Sickness Benefit Plan [See Article IX (M)]

— and —

Absences from work or job reassignments due to injury or illness arising out of employment with this Company or arising out of services as a volunteer fireman or a member of System Council U-7.

A. Benefit for Total Disability

1. It is the intention of this policy to supplement the weekly benefits paid in accordance with the provisions of the Workers' Compensation Law in such amount as to provide a total weekly benefit equal to that which would have been payable to the employee had the disability been non-occupational in origin. It is understood that the following conditions and limitations apply:
 - (a) Injury leave benefits, to the extent available, will be payable during the first three calendar days of a period of disability.
 - (b) *The employee must be in the care of a physician for the period for which benefits are to be paid.*
 - (c) The amount and duration of benefit payments will be those set forth in Article IX (M) subject to reduction by the amount of Workers' Compensation and Social Security benefits received by the employee for the period covered by this policy.
 - (d) When there is a second period of disability related to the same occupational injury or illness and separated by a period of two weeks or more during which the employee works full time and performs all the duties of his regular job, the second period will be treated as a new disability.
2. If the disability continues beyond the period for which benefits are payable under this policy the employee will then receive only the benefit provided under the Workers' Compensation Law.
3. Probationary, temporary and part-time employees will be entitled only to the benefit provided in accordance with the Workers' Compensation Law.

B. Benefit for Partial Disability

If a regular, full-time employee becomes partially incapacitated by reason of an occupational disability and thus is unable to perform fully the duties of his job classification, the Company will endeavor to place him in such available work as he is able to perform. In such situations the following conditions will apply:

1. The Company will attempt to place the employee in the highest classification in which he is able to perform the work assigned. The seniority provisions of this Agreement, including job posting, shall be waived to the extent necessary to permit initial assignment and any appropriate reassignment under this policy.
2. The Company reserves the right to require a physical examination at its expense and by a physician of its choice, to determine the extent and probable duration of the disability, after which the Company will make its decision as to assignment under this policy. The Company also reserves the right to require a periodic physical examination at its expense and by a physician of its choice during any period of assignment under this policy for the purpose of determining any significant change in the employee's condition which might permit a change in the employee's work assignment.
3. Whenever possible the employee shall be afforded the opportunity for training to fill available jobs more nearly corresponding in rate to his original rate and when qualified therefore shall be placed therein.
4. Such assignments shall continue either:
 - (a) Until Normal or earlier Retirement Date, or
 - (b) Until the employee is able to resume his former classification, or
 - (c) Until the employee shall be reassigned in accordance with Section 3 above, or
 - (d) Until the employee is no longer able to discharge the duties of the classification to which assigned. In the latter event, further effort will be made to reassign the employee in accordance with the provisions of this policy.
5. While an employee is assigned to and working on a lower-rated job:
 - (a) He will be paid at the maximum rate for the classification to which assigned.

- (b) He will receive from the Company's Workers' Compensation carrier such Statutory Reduced Earnings benefits as the Workers' Compensation Board may direct.
- (c) If he has completed ten years or more of continuous service with the Company at the time of initial reassignments, he may be entitled to a supplemental benefit according to the following computations.
 - (i) The Reduced Earnings Benefit being paid by the Workers' Compensation carrier will be divided by 40 to reduce it to an hourly basis.
 - (ii) The difference between the hourly rates currently being paid for his former job and his new assignment will be multiplied by the appropriate percentage, based on his Company service at the date of initial reassignment, taken from the table which follows:
 - (iii) If and to the extent that the amount determined in (ii) is larger than (i) such excess will be paid to him by the Company as a supplemental benefit and will be considered to be part of his pay for determining premium pay, life insurance coverage, disability benefit amounts, and for like purposes.
- (d) The initial computation provided for in (c) above will be made upon receipt of the Notice of Decision and Award from the Workers' Compensation Board and will be effective retroactively to the date of the reassignment.
- (e) The employee's entitlement to a supplemental benefit will be recomputed at the time of
 - (i) Any change in the amount of his Reduced Earnings Benefit.
 - (ii) Any general wage adjustment affecting the hourly rate of either his former job or the job to which reassigned, or both.
 - (iii) Any subsequent reassignment to another classification.

Years of Service Completed on Date of Assignment	Percentage of Difference
20 or more	100
19	95
18	85
17	75
16	70
15	60
14	50
13	50
12	50
11	50
10	50

6. The benefit provided under Section 5 (c) is intended as a supplement to a Reduced Earnings award determined by the Workers' Compensation Board on the difference between the employee's earnings in his former job and the current maximum rate of pay for the classification to which reassigned, without inclusion of such supplement. In the event of any construction contrary to such intent, then Section 5 (c) will become inapplicable and inoperative.
7. The rate paid will be subject to adjustment at times of general wage rate changes. The rate paid will not, however, be subject to adjustment in the event of reevaluation of the employee's former classification, subsequent to his assignment.
8. In the event a second assignment is necessary as suggested in 4 (c) or (d) above, the wage rate will continue to be computed on the basis of the years of service completed at the time of the original assignment.
9. If the services of an employee are subsequently terminated by affirmative action of the Company, other than by retirement under the Company's retirement plans for age or disability, he will be entitled to severance compensation in accordance with the provisions of General Bulletin No. 1.
10. If an employee's period of reassignment includes or falls within the period on which his pension benefits are to be based, his earnings for pension computation purposes will be the gross amount payable in accordance with Section 5 and will not be reduced by any amounts payable to the employee by Workers' Compensation or Social Security.

GENERAL BULLETIN NO. 4**COMPENSATED LOST TIME
FOR REGULAR, FULL-TIME EMPLOYEES AND
TEMPORARY FULL-TIME EMPLOYEES AFTER
SIX MONTHS OF CONTINUOUS SERVICE****DEATH IN IMMEDIATE FAMILY**

In the event of death in the immediate family, employees shall be given three scheduled workdays off, beginning with or immediately following the day of death, without loss of basic pay. Immediate family is understood to mean: *employee's parents, step-parents, brother, sister, spouse, children, and parents-in-law.* Payment shall be limited to time which the employee was scheduled to work. To qualify for benefits under this section, employees shall be obligated to give prompt notice of intended absence to their immediate supervisor.

FUNERALS

Subject to the approval of their immediate supervisor, employees shall be given sufficient time off to attend the funeral of a closely associated employee (in the same department or generating station) or near relative not included in the immediate family, up to a maximum of one day, without loss of pay. Near relative to mean: *employee's grandfather, grandmother, grandchild, aunt, uncle, nephew, niece, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any relative of the employee or spouse who resided, at the time of death, in the employee's home and no others.*

JURY DUTY

Employees absent from work because of jury or other court duty, shall receive *their basic pay.* Employees absent from work because of jury or other court duty, however, shall endorse to the Company civil fees received for such service. They shall retain travel and subsistence allowance from civil authorities. Employees engaged on such jury or other court duty are expected to report for work while they are temporarily excused from attendance at court.

When a court duty of four (4) or more hours falls outside a shift employee's scheduled hours of work, he will be excused, without loss of straight-time pay, from those scheduled hours which he would otherwise have been required to work during either of the following two shifts.

Similarly, when a scheduled worker has been on jury or court duty for four or more hours falling outside his scheduled hours of work, and ending less

than eight hours before his next scheduled tour of duty begins, he will be excused without loss of straight-time pay from those scheduled hours which he would otherwise have been required to work in that tour of duty.

VOLUNTEER FIREMEN

Employees who are members of volunteer fire departments absent from work while attending fires, or who are members of volunteer emergency squads performing duties directly connected with providing life saving assistance or transporting injured persons to receive medical treatment shall not lose basic straight-time pay for scheduled hours.

The intent of the above paragraph is to cover the performance of emergency duties only within the geographic area where the employee's volunteer fire department or emergency squad normally provides services or mutual aid.

PHYSICAL EXAMINATIONS (MILITARY SERVICE)

Employees absent from work for the purpose of preinduction physical examinations for Military Service shall be paid for time actually lost from work up to a maximum of one day.

DISABILITY BENEFITS PLAN (WAITING PERIOD)

Employees absent from work because of a disability (not covered by Workers' Compensation or General Bulletin No. 5) who elect and request that the three-day waiting period be taken as part of their vacation may be granted their request only by permission of their department head. The maximum time to be allowed in each such case is three days and the minimum time one day.

DISABILITIES OF EMPLOYEES BEYOND NORMAL RETIREMENT DATE

Participation in the regular disability benefits plan is terminated at normal retirement date. When employment is continued beyond normal retirement date, the employee becomes eligible for reduced benefits in accordance with the provisions of the New York State Disability Benefits Law. Any difference between these benefits and those provided for regular employees for non-occupational disabilities will be paid by the Company from its payroll.

GENERAL BULLETIN NO. 5

SICK AND INJURY LEAVE

If a holiday falls within a three-day waiting period, the employee will receive full holiday pay, the day will count as a waiting day, and the

employee will not be required to count the day as sick or injury leave.

NON-OCCUPATIONAL SICK LEAVE

The Company and the Brotherhood agree that in cases of disability not covered by Workers' Compensation of any regular full-time employee and temporary full-time employee after six months of continuous service, such employee will be paid straight time for a maximum of 24 hours per year for regularly scheduled hours of work otherwise lost during the first three days of disability. Such disabilities must be certified by the supervisor (the Company may require the certification of a physician). At the employee's option, time to care for a sick family member may be counted as sick leave. Any time so paid may not be counted as vacation time.

An employee who has completed one or more years of service may carry forward unused sick leave remaining to his credit as of any December 31st not to exceed 72 hours. In addition, an employee may be paid an allowance in lieu of sick leave up to a maximum of 24 hours per year. The amount carried forward is in addition to the 24 hours sick leave to which an employee is normally entitled as of any January 1. In addition, an employee may use accumulated sick leave to extend the disability period upon expiration of A&S benefits.

At the employee's option, accumulated sick leave may be utilized for days lost from work beyond the 3-day waiting period in lieu of benefits otherwise payable under the A&S benefit plan.

OCCUPATIONAL DISABILITY LEAVE

In cases of disability arising out of employment with this Company or arising out of services of the employee as a Volunteer Fireman or as a member of the System Council U-7, any regular full-time employee and temporary full-time employee after six months of continuous service will be paid straight time for a maximum of 24 hours per year for regularly scheduled hours of work otherwise lost during the first 3 days of disability. Any time so paid may not be counted as vacation time.

An employee who has completed one or more years of service may carry forward unused injury leave remaining to his credit as of any December 31st not to exceed 72 hours. The amount carried forward is in addition to the 24 hours injury leave to which an employee is normally entitled as of January 1.

At the employee's option, accumulated injury leave may be utilized for days lost from work in lieu of benefits otherwise payable under the Company's Occupational Disability and/or Workers' Compensation benefit plans.

GENERAL BULLETIN NO. 6

PERSONAL LEAVE

The Company and the Brotherhood agree that any regular full-time employee and temporary full-time employee after six months of continuous service will be eligible for 8 hours per year of personal leave which may be taken in intervals of no less than one-half hour at a time either as personal business time, sick leave or injury leave. Personal business time is intended for medical, legal, financial and other compelling personal or family commitments or emergencies that cannot be scheduled outside of working hours. Employees shall be granted personal business time for which they are eligible except in work emergencies, without a statement of the reason, if they request such time at least two full working days in advance of the need. Supervisors may, at their discretion, grant such personal business time with shorter notice, provided they are satisfied that the employee's reason is within the intent of the policy. Requests for personal leave need not be in writing.

Personal business time may be granted for time lost because storms prevent employees from getting to work. In such cases the supervisor has the discretion to authorize such time, based on his knowledge of the situation.

The supervisor who certifies sick leave will also certify personal leave.

An employee who has completed 1 year, but less than 5 years of service may carry forward unused personal leave remaining to his credit as of any December 31st not to exceed 8 hours. An employee who has completed 5 years of service but less than 10 years of service may carry forward up to 16 hours. An employee who has completed 10 years, but less than 15 years of service may carry forward up to 24 hours. An employee who has completed 15 years but less than 20 years of service may carry forward up to 32 hours. An employee who has completed 20 years or more of service may carry forward up to 40 hours. The amount carried forward is in addition to the 8 hours of personal leave to which an employee is normally entitled as of any January 1.

Eligible employees who carry forward unused personal leave as of any December 31st may use it as either personal leave, sick leave or injury leave.

EXHIBIT "D"MEMORANDA OF AGREEMENT
TRAINING & PROGRESSION PROGRAMS

COMMON PROVISIONS

Revised July 1, 1987

1. Apprentices/Trainees will be selected by Management from those who show evidence of mental ability and physical ability and aptitude for the work, as indicated by appropriate tests and other customary selection guides, including Article XIV (C) & (D). If those factors are reasonably equal, seniority will govern.

2. Training will be given at such times and to such number of trainees as Management may decide.

3. The time limits for training mean time worked, and exclude time lost from work due to disability, compensable injury, or leaves of absence.

4. Training guides and materials for each unit of training will be prepared by Management. Copies of training manuals will be furnished to Local Presidents for their information. Appropriate tests for each unit of training will be prepared and administered by Management. A score of 74% will be considered the minimum "passing" score for each test.

A preliminary draft of each unit of training and test will be submitted to the Brotherhood for review. An earnest effort will be made to adopt Brotherhood recommendations before these materials are incorporated into the program.

5. Trainees will be eligible to take a formal written test on each unit of training when they have fulfilled these two requirements: (1) the successful completion of the appropriate training units; and (2) a satisfactory Trainee General Appraisal on their job performance.

6. If extended training is required and the trainee is not advanced, the Local Union President will be notified. When the extension is a result of a test failure, the job tests bearing a failing mark will be reviewed by a committee consisting of a member of Management and a representative of the Brotherhood. If this committee agrees that the trainee has failed the test, the provisions of this Agreement will apply. If agreement cannot be reached, the matter will be referred to the Vice President-Human Resources and the System Council President for review. If there is still disagreement, the matter may become a grievance, beginning at the **Third Step**.

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7. A formal written test will be given to all trainees at the end of the first six-month period. This test shall be written and may include a performance test in which the trainee demonstrates aptitude in basic skills. Those who achieve a passing score in both skill and knowledge will be advanced one wage level. Those who fail to achieve a passing score in either skill or knowledge or do not receive an initial satisfactory appraisal, will be returned to their former classification. Once having failed, an employee will not again be considered for training in that classification. Employees hired into the Apprentice/Trainee classification may be released at Management's discretion during or at the end of the first training period.

8. Trainees will be tested and/or appraised at the end of each six-month training period before being advanced to the next progression wage level. If employees fail the initial test and/or do not receive an initial satisfactory appraisal, they will remain in the same wage level and will be retested and/or reappraised after an additional training period of six months. If they fail this retest and/or do not receive a satisfactory reappraisal, Management agrees to make a sincere effort to place them in an appropriate job, if available, for which they might be reasonably expected to qualify. If such work cannot be found, Management will discuss the matter with the Brotherhood in an effort to arrive at a solution before any termination of employment becomes effective.

CERTIFIED WELDERS TRAINING AND PROGRESSION PROGRAM

July 1, 1987

The New York State Electric & Gas Corporation and the System Council U-7 of the International Brotherhood of Electrical Workers hereby agree to the following plan in respect to the selection, training, progression and promotion of Certified Welders:

1-8. See Common Provisions (paragraphs 1-8)

CERTIFIED WELDERS PROGRESSION SCHEDULE

W/L	Period	Advancing to W/L	Test Schedule
16	1st Six-Month	17	Satisfactory Appr. & Test
17	2nd Six-Months	18	Satisfactory Appr. & Test

NOTE: If a trainee becomes Certified, the trainee will be paid Wage Level 18 although he will remain qualifying as to skill.

ELECTRIC FIELD PLANNERS TRAINING AND
PROGRESSION PROGRAM

Revised July 1, 1989

The New York State Electric & Gas Corporation and the System Council U-7 of the International Brotherhood of Electrical Workers hereby agree to the following plan in respect to the selection, training, and promotion of Electric Field Planners:

1. Trainees will be selected by the Company from those who show evidence of mental ability, physical ability, and aptitude for the work. Minimum educational background will be the degree of Associate in Applied Science in Electrical Technology from a school accredited to grant such a degree by the University of the State of New York or by the Middle States Association or by achieving a score of at least 60 on a test designed by the Head of Electrical Technology at Broome Community College. Other customary selection guides, including Article XIV, will also be used. If these factors are reasonably equal, seniority will govern.

A candidate who fails such a test may attempt it a second time, after 90 days or more, if a Field Planner Trainee vacancy exists for which he would otherwise be considered. After two such failures, the only acceptable evidence of educational qualification will be the attainment of an AAS degree.

2-8. See Common Provisions (paragraphs 2-8).

9. At the end of the sixth six-month period of training a final written test will be given to determine fitness for advancement to the Electric Field Planner "A" classification. Those who achieve a passing score will be eligible for advancement to the Electric Field Planner "A", Wage Level 17. Those who fail to achieve a passing score will be continued for a further training period of six months, after which time they will be retested. If the Company elects to defer the promotion, it is understood that the employee thereafter will be expected to perform only the duties of an Electric Field Planner "C".

10. Fully trained Field Planners "B", eligible for promotion to the grade of Field Planner "A", shall be under obligation to move to any location within the District which the Company may direct, subject to the following conditions:

- (a) If a Field Planner "A" vacancy is posted and there are no eligible bidders, the Field Planner "B" with least seniority among those eligible for promotion may be placed in that job and required to establish residence in or near that community within three

months. The employee's moving expenses will be paid by the Company.

- (b) If there are no Field Planners "B" eligible for promotion, the Company reserves the right to require the Field Planner "A" with the least seniority to make the move, when in the opinion of Management, the situation warrants the move.

ELECTRIC FIELD PLANNERS PROGRESSION SCHEDULE

Classification	W/L	Period	Advancing to	W/L	Test Schedule
Elec. Field Planner Trainee	11	1st 6 Months	Q Elec. Field Planner "C"	12	Satisfactory Appr. & Test
Elec. Field Planner "C"	12	2nd 6 Months	FQ Field Planner "C"	13	Satisfactory Appr.
Elec. Field Planner "C"	13	3rd 6 Months	Q Elec. Field Planner "B"	14	Satisfactory Appr. & Test
Elec. Field Planner "B"	14	4th 6 Months	FQ Field Planner "B"	15	Satisfactory Appr.
Elec. Field Planner "B"	15	5th 6 Months	FQ Field Planner "B"	16	Satisfactory Appr.
Elec. Field Planner "B"	16	6th 6 Months	Elec. Field Planner "A"	17	Satisfactory Appr. & Test

FIELD TESTERS "B" TRAINING AND
PROGRESSION PROGRAM

Revised July 1, 1977

The New York State Electric & Gas Corporation and the System Council U-7 of the International Brotherhood of Electrical Workers hereby agree to the following plan in respect to the selection, training, progression and promotion of Field Testers "B", Meter Department:

1-8. See Common Provisions (paragraphs 1-8).

9. Field Testers 3/C whose performance is satisfactory will be placed, without posting, in order of district seniority in the eight initial training program openings identified in the Company's revised Meter Department manpower chart dated 6/23/71 and in subsequent meter trainee openings until all employees classified as Field Tester 3/C on July 1, 1971 have been absorbed.

10. Field Testers 3/C who are fully qualified when awarded a Field Tester Trainee vacancy shall begin the training program at the beginning of the fourth six-month period. If qualifying, they shall enter the progression at the beginning of the third six-month period. Fully qualified Field Testers 3/C entering the progression at the beginning of the fourth six-month period shall pass a 50 question test before beginning the fifth six-month period. Thereafter, they shall follow the regular progression schedule.

11. When all Field Testers 3/C on 7/1/71 have been absorbed as provided above, vacancies in the training program will be posted as either Field Tester "B" or Field Tester Trainee.

12. Advancement to Field Tester "A" shall not be included in the job progression plan. It shall depend on the existence of a vacancy as determined by the Company.

13. Field Testers "B" at Wage Level 15 or those within 60 days of completing the final six months of their training and ready to advance to Wage Level 15 shall be under obligation to move to any location within the District which the Company may direct, subject to the following conditions:

- (a) If a Field Tester "B" vacancy is posted and there are no eligible bidders, the "B" Tester just completing training may be placed in that job and required to establish residence in or near that community within three months. The employee's moving expenses will be paid for by the Company.
- (b) If no "B" Tester is within 60 days of advancing to Wage Level 15,

the Company reserves the right to require the fully trained "B" Tester with the least seniority to move as provided in 13 (a) when, in the opinion of Management, the situation warrants the move.

FIELD TESTERS "B" PROGRESSION SCHEDULE

Classification	W/L	Period	Advancing to	W/L	Test Schedule
Field Tester Trainee	9	1st 6 Months	Q Field Tester "C"	10	Satisfactory Appr. & Test
Field Tester "C"	10	2nd 6 Months	FQ "C"	12	Satisfactory Appraisal
Field Tester "C"	12	3rd 6 Months	Q Field Tester "B"	13	Satisfactory Appr. & Test
Field Tester "B"	13	4th 6 Months	Qualifying "B"	13	Satisfactory Appraisal
Field Tester "B"	13	5th 6 Months	Qualifying "B"	14	Satisfactory Appraisal
Field Tester "B"	14	6th 6 Months	FQ "B"	15	Satisfactory Appr. & Test

GAS DEPARTMENT TRAINING AND
PROGRESSION PROGRAM

Revised **January 1, 1998**

The New York State Electric & Gas Corporation and the System Council U-7 of the International Brotherhood of Electrical Workers hereby agree to the following plan in respect to the selection, training, progression and promotion of Gas Fitters, Gas Department Welders and Customer Service Mechanics:

1. Apprentice Gas Fitters will be selected by the Company from those who show evidence of mental ability and physical ability and aptitude for the work as indicated by appropriate tests and other customary selection guides, including Article XIV.

2-8. See Common Provisions (paragraphs 2-8).

9. (a) For those apprentices entering the Gas Fitter Progression program prior to 1/1/98, at the end of the third six-month period, a Gas Fitter trainee will be given a written test to determine his fitness to advance to the fully qualified second-class grade. He will again be tested at the end of the fourth six-month period, to advance to Qualified Helper with increased responsibility as set forth in the Job Specification for classification No. 1034, Gas Fitter 2/C.

If the Company elects to defer the promotion at the end of the fourth six-month period, it is understood that the employee thereafter will be expected to perform only those duties normally required of Gas Fitters 2/C below the Qualified Helper level. During this period of restricted duty, the employee will be subject to emergency callouts for such restricted duties.

9. (b) For those apprentices entering the Gas Fitter Progression program on or after 1/1/98, at the end of the third month a Gas Fitter trainee will be given an appraisal to determine his fitness to advance to the fully qualified apprentice grade. Written and performance based tests will be given as follows. He will be given a test at the end of the sixth month to advance to qualifying fitter 2/C. He will be tested at the end of the twelfth month to determine his fitness to advance to the fully qualified fitter 2/C grade. He will again be tested at the end of the eighteenth month to advance to Qualified Helper with increased responsibility as set forth in the Job Specification for classification No. 1034, Gas Fitter 2/C. Further testing will occur at the end of the twenty-seventh month and thirty-sixth month.

If the Company elects to defer the promotion at the end the eighteenth month, it is understood that the employee thereafter will be expected to perform only those duties normally required of Gas Fitters 2/C below the Qualified Helper level. During this period of restricted duty, the employee will be subject to emergency callouts for such restricted duties.

10. Advancement to Customer Service Mechanic 1/C or Gas Welder shall not be included in the job progression plan, but shall depend on the existence of a vacancy, as determined by the Company.

Gas Welders shall be selected from those who have had prior welding experience or training, when such employees are available, giving preference to Gas Fitters 1/C who have completed the training program. They shall be given formal training during the six-month qualifying period and shall be made fully qualified at the Gas Welder rate, based on a satisfactory general appraisal and Welder qualification test, as provided in the job specifications.

If there are no qualified bidders among Gas Fitters 1/C who have completed the training program, preference will be given to Gas Fitters 2/C who are Qualified Helpers. If a Qualified Helper is awarded a Gas Welder job he will be advanced to the fully qualified rate upon successful completion of the usual qualifying period. However, he will be expected to complete the balance of the training program for Gas Fitter 1/C as described in this Memorandum. If he fails to do so, the Company may return him to the wage level and the point in the program from which he moved to the Gas Welder classification.

Gas Welders may be selected and trained from outside the Gas Department if there are no qualified bidders from within the department. Such employees shall remain at the wage level for Welder General while they are completing a concentrated two-year Gas Fitter training program. After two years they shall advance to the wage level for Gas Welder, based on satisfactory general performance appraisals over that period and a second welder qualification test.

11. It is the policy of the Company to promote from within whenever possible. If a Gas Fitter 1/C, Gas Welder or Customer Service Mechanic 1/C vacancy exists, the job will be posted on a District and Area basis, stating the amount of training an employee must have completed to be considered eligible to bid for the vacancy.

12. If a vacancy is posted as provided in paragraph 11, and there are no qualified bidders, the qualified employee with the least seniority in the

District where the vacancy exists may be placed in that job, and required to establish residence in or near that community within three months. The employee's moving expenses will be paid for by the Company.

13. The Company may decide to selectively post the vacancy statewide before it requires an employee to fill the vacancy as provided in paragraph 12. In case there are two or more qualified bidders for a selective statewide posting, the bidder having the greatest total production unit seniority in one or more Districts will be awarded the job. If there are no qualified bidders on a selective statewide basis, the Company reserves the right to fill the vacancy as provided in paragraph 12.

14. If there are no qualified bidders for the selective statewide posting, the Company may elect to attempt to hire from the "outside" before requiring an employee to fill the vacancy as provided in paragraph 13 and 12. The "outside" person may start either as a first or second class, depending on previous experience. Advancement to first class, fully qualified, will require that the appropriate training program tests are passed.

GAS FITTERS PROGRESSION SCHEDULE
(for those entering as Q Apprentice prior to 1/1/98)

Period	Classification	W/L	Test Schedule
1st 6 Months	Q Apprentice	9	Satisfactory Appraisal & Test
2nd 6 Months	F/Q Apprentice	10	Satisfactory Appraisal
3rd 6 Months	Q Fitter 2/C	11	Satisfactory Appraisal & Test
4th 6 Months	F/Q Fitter 2/C	12	Satisfactory Appraisal & Test
5th 6 Months	Qualified Helper	13	Satisfactory Appraisal
6th 6 Months	Qualified Helper	14	Satisfactory Appraisal & Test
7th 6 Months	Qualified Helper	15	Satisfactory Appraisal
8th 6 Months	Qualified Helper	15	Satisfactory Appraisal & Test
	F/Q Fitter 1/C	17	

GAS FITTERS PROGRESSION SCHEDULE
 (for those entering as Q Apprentice on or after 1/1/98)

Period	Classification	W/L	Test Schedule
1 - 3 Months	Q Apprentice	9	Satisfactory Appraisal
4 - 6 Months	F/Q Apprentice	10	Satisfactory Appraisal & Test
7 - 12 Months	Q Fitter 2/C	11	Satisfactory Appraisal & Test
13 - 18 Months	F/Q Fitter 2/C	12	Satisfactory Appraisal & Test
19 - 23 Months	Qualified Helper	13	Satisfactory Appraisal
24 - 27 Months	Qualified Helper	14	Satisfactory Appraisal & Test
28 - 32 Months	Qualified Helper	15	Satisfactory Appraisal
33 - 36 Months	Qualified Helper	15	Satisfactory Appraisal & Test
	F/Q Fitter 1/C	17	

GAS FIELD PLANNER TRAINING AND
PROGRESSION PROGRAM

July 1, 1991

New York State Electric & Gas Corporation and System Council U-7 of the International Brotherhood of Electrical Workers agree to the following plan in respect to the selection, training, progression and promotion of Gas Field Planners:

1. Trainees will be selected by the Company from those who show evidence of mental ability, physical ability, and aptitude for the work. Minimum educational background will be a degree of Associate of Applied Science in Civil or Mechanical Technology from a school accredited to grant such a degree by the University of the State of New York or by the Middle States Association (or by practical experience and minimum technical knowledge as defined by the requirements of the following paragraph). Other customary selection guides including Article XIV (C) and (D) will also be used. If these factors are reasonably equal, seniority will govern.

As an alternate for an AAS degree in Civil or Mechanical Technology, a candidate must obtain a passing score on the job qualification exam for Gas Field Planners. A candidate who fails such a test may attempt it a second time, after 90 days or more, if a Gas Field Planner vacancy exists or a semi-annual test is being administered. If a candidate fails a second test, the only acceptable evidence of educational qualification will be the attainment of the AAS degree.

2-8. See Common Provisions (paragraphs 2-8).

GAS FIELD PLANNER PROGRESSION SCHEDULE

W/L	Period	Advancing to W/L	Test Schedule
11	1st Six-Months	12	Satisfactory Appr. & Test
12	2nd Six-Months	13	Satisfactory Appraisal
13	3rd Six-Months	14	Satisfactory Appr. & Test
14	4th Six-Months	15	Satisfactory Appraisal
15	5th Six-Months	16	Satisfactory Appraisal
16	6th Six-Months	17	Satisfactory Appr. & Test

(FQ Gas Field Planner)

LINE & UC&M APPRENTICE AND
PROGRESSION PROGRAMS

Revised July 1, 1991

The New York State Electric & Gas Corporation and the System Council U-7 of the International Brotherhood of Electrical Workers hereby agree to the following plan in respect to the selection, training, and promotion of Line Mechanics and Utility Construction and Maintenance Mechanics:

1. Apprentices will be selected by the Company from those who show evidence of mental ability, physical ability and aptitude for the work, as indicated by appropriate tests and other customary selection guides, including Article XIV. If those factors are reasonably equal, seniority will govern.

2-8. See Common Provisions (paragraphs 2-8).

9. At the end of the eighth six-month period for a trainee in the Line Department and at the end of the tenth six-month period for a trainee in the UC&M Department, a final written test will be given to determine their fitness for advancement to the fully qualified first class grade. Those who achieve a passing score will be eligible for advancement to the appropriate wage level. Those who fail to achieve a passing score will be continued for a further training period of six months at which time they will be retested.

If the Company elects to defer the promotion, it is understood that the employee thereafter will be expected to perform only those restricted duties normally required of second class trainees during their first six months in this grade. During this period of restricted duty, the employee will be subject to emergency callouts for such restricted duties.

10. It is the policy of the Company to promote from within whenever possible. If a first class or second class Line or UC&M vacancy exists, the job will be posted stating the amount of training an employee must have completed to be considered eligible to bid for the vacancy. The job will be posted on a District and Area basis.

11. If a vacancy is posted as provided in paragraph 10 and there are no qualified bidders, the qualified employee with the least seniority in the District where the vacancy exists may be placed in that job and required to establish a residence in or near that community within three months. The employee's moving expenses will be paid for by the Company.

12. If a vacancy is posted as provided in paragraph 10 and there are no qualified bidders, the Company may decide to selectively post the vacancy statewide before it requires an employee to fill the vacancy as provided in paragraph 11. Local management will notify the Local Union President of

its intention to request selective statewide posting. In case there are two or more qualified bidders for a selective statewide posting, the bidder having the greatest total production unit seniority in one or more Districts will be awarded the job. If there are no qualified bidders on a selective statewide basis, the Company reserves the right to fill the vacancy as provided in paragraph 11.

13. If there are no qualified bidders for the selective statewide posting, the Company may elect to attempt to hire from the "outside" before requiring an employee to fill the vacancy as provided in paragraph 12 and 11. The "outside" person may start either as a first or second class, depending on previous experience. Advancement to first class, fully qualified, will require that the appropriate training program tests are passed.

14. If the Company is unable to hire an "outside" Line Mechanic as provided in paragraph 13, the Company will then require the qualified employee with least seniority to accept the posted job as provided in paragraph 11.

15. The adoption of this plan in respect to Line and UC&M work shall not be considered to have established a precedent leading to its application to any other department.

LINE DEPARTMENT PROGRESSION SCHEDULE

Classification	W/L	Period	Advancing to	W/L	Test Schedule
Q Apprentice	9	1st 6 Months	F/Q Apprentice	10	Satisfactory Appr. & Test
F/Q Apprentice	10	2nd 6 Months	Q 2/C Line Mechanic	11	Satisfactory Appraisal
Q 2/C Line Mechanic	11	3rd 6 Months	F/Q 2/C Line Mechanic	12	Satisfactory Appr. & Test
F/Q 2/C Line Mechanic	12	4th 6 Months	F/Q 2/C Line Mechanic	14	Satisfactory Appr. & Test
F/Q 2/C Line Mechanic	14	5th 6 Months	F/Q 2/C Line Mechanic	15	Satisfactory Appraisal
F/Q 2/C Line Mechanic	15	6th 6 Months	F/Q 2/C Line Mechanic	16	Satisfactory Appr. & Test
F/Q 2/C Line Mechanic	16	7th 6 Months	F/Q 2/C Line Mechanic	16	Satisfactory Appraisal
F/Q 2/C Line Mechanic	16	8th 6 Months	F/Q 1/C Line Mechanic	18	Satisfactory Appr. & Test

* — A Line Mechanic trainee having completed 24 months of on-the-job training is considered to be a qualified helper, providing he has passed the appropriate tests.

UC&M DEPARTMENT PROGRESSION SCHEDULE

Classification	W/L	Period	Advancing to	W/L	Test Schedule
Q Apprentice	9	1st 6 Months	F/Q Apprentice	10	Sat. Appr. & Test
F/Q Apprentice	10	2nd 6 Months	F/Q Apprentice	11	Satisfactory Appraisal
F/Q Apprentice	11	3rd 6 Months	F/Q Apprentice	12	Sat. Appr. & Test
F/Q Apprentice	12	4th 6 Months	Q 2/C UC&M	13	Satisfactory Appraisal
Q 2/C UC&M	13	5th 6 Months	F/Q 2/C UC&M	14	Sat. Appr. & Test
F/Q 2/C UC&M	14	6th 6 Months	F/Q 2/C UC&M*	15	Sat. Appr. & Test
F/Q 2/C UC&M	15	7th 6 Months	F/Q 2/C UC&M	16	Satisfactory Appraisal
F/Q 2/C UC&M	16	8th 6 Months	F/Q 2/C UC&M	17	Sat. Appr. & Test
F/Q 2/C UC&M	17	9th 6 Months	F/Q 2/C UC&M	17	Satisfactory Appraisal
F/Q 2/C UC&M	17	10th 6 Months	F/Q 1/C UC&M	18	Sat. Appr. & Test

* A UC&M trainee having completed 36 months of on-the-job training is considered to be a qualified helper, providing he has passed the appropriate tests.

MACHINISTS TRAINING AND
PROGRESSION PROGRAM

July 1, 1971

The New York State Electric & Gas Corporation and the System Council U-7 of the International Brotherhood of Electrical Workers hereby agree to the following plan in respect to the selection, training, progression and promotion of Machinists:

1-8. Common Provisions (paragraphs 1-8).

MACHINISTS PROGRESSION SCHEDULE

W/L	Period	Advancing to W/L	Test Schedule
11	1st Six-Months	12	Satisfactory Appr. & Test
12	2nd Six-Months	13	Satisfactory Appr. & Test
13	3rd Six-Months	14	Satisfactory Appr. & Test
14	4th Six-Months	15	Satisfactory Appr. & Test
15	5th Six-Months	16	Satisfactory Appr. & Test
16	6th Six-Months	17	Satisfactory Appr. & Test
17	7th Six-Months	18	Satisfactory Appr. & Test

(FQ Machinist I/C)

MECHANICS TRAINING AND
PROGRESSION PROGRAM

Revised July 1, 1989

The New York State Electric & Gas Corporation and the System Council U-7 of the International Brotherhood of Electrical Workers hereby agree to the following plan for the selection, training and wage progression of Mechanic I/C, Job No. 403:

Successful candidates must pass a test of basic knowledge of mechanical and electrical principles applying to automotive and construction equipment and demonstrate ability to handle tools.

The Company will provide a description of basic mechanical and electrical knowledge which will be covered by the selection test. It will also outline

reference material which will aid a prospective candidate in obtaining prerequisite knowledge.

1-8. See Common Provisions (paragraphs 1-8).

MECHANICS PROGRESSION SCHEDULE

W/L	Period	Advancing to W/L	Test Schedule
9	1st Six-Months	10	Satisfactory Appr. & Test
10	2nd Six-Months	11	Satisfactory Appraisal
11	3rd Six-Months	12	Satisfactory Appraisal
12	4th Six-Months	13	Satisfactory Appr. & Test
13	5th Six-Months	14	Satisfactory Appraisal
14	6th Six-Months	16	Satisfactory Appr. & Test

(FQ Mechanic 1/C)

METER TECHNICIAN TRAINING AND PROGRESSION PROGRAM

October 18, 1999

The New York State Electric & Gas Corporation and the System Council U-7 of the International Brotherhood of Electrical Workers hereby agree to the following plan in respect to the selection, training and promotion of Meter Technicians:

1. Trainees will be selected by the Company from those who show evidence of mental ability, physical ability and aptitude for the work. Minimum educational background will be the degree of Associate in Applied Science in Electrical Technology from a school accredited to grant such a degree by the University of the State of New York or by the Middle States Association or by achieving a score of at least 60 on a test designed by NYSEG. Other customary selection guides, including Article XIV, will also be used. If these factors are reasonable equal, seniority will govern.

A candidate who fails such a test may attempt it a second time, after 90 days or more, if a Meter Technician Trainee

vacancy exists for which he would otherwise be considered. *After two such failures, the only acceptable evidence of educational qualification will be the attainment of an AAS degree.*

2-8. See Common Provisions (paragraph 2-8).

9. At the end of the sixth six-month period of training, a final written test will be given to determine fitness for advancement to the Meter Technician "A" classification. Those who achieve a passing score will be eligible for advancement to the Meter Technician "A" Wage Level 18. Those who fail to achieve a passing score will be continued for a further training period of six months after which time they will be retested. If the Company elects to defer the promotion, it is understood that the employee thereafter will be expected to perform only the duties of a Meter Tester "B" at wage level 16. Such a deferred Meter Technician "B" will receive a substitution bonus if assigned to do Meter Technician "A" work for four or more hours when the person normally assigned such duties is off from work. No employees covered by paragraphs 11, 12 or 13 of this agreement will have their promotion deferred.

10. Fully trained Meter Technicians "B", eligible for promotion to the grade of Meter Technician "A", shall be under obligation to move to any location within the District which the Company may direct, subject to the following conditions:

(a) If a Meter Technician "A" vacancy is posted and there are no eligible bidders, the Meter Technician "B" with least seniority among those eligible for promotion may be placed in that job and required to establish his residence in or near that community within three months. The employee's moving expenses will be paid for by the Company.

(b) If there are no Meter Technicians "B" eligible for promotion, the Company reserves the right to require the Meter Technician "A" with least seniority to make the move, when in the opinion of Management, the situation warrants the move.

INCUMBENTS

11. Employees in regular Field Tester A positions prior to 7/15/97 will be placed, without posting, in the Meter

Technician training program as of 1/1/2000. They shall enter the program at the beginning of the fourth six-month period. They will be considered a fully qualified Meter Technician A after having a Satisfactory Appraisal at the end of the sixth six-month period, and will not have to pass any progression tests. If not able to complete the program requirements they would return to their Field Tester A positions.

12. Employees in regular Field Tester B positions that are fully qualified Field Tester A's (as deemed by a supervisor) by 6/30/99, will be placed, without posting, in the Meter Technician training on 1/1/2000. They shall enter the program at the beginning of the fourth six-month period. Thereafter, they shall follow the regular progression schedule. If not able to complete the program requirements they would return to their Field Tester B positions.

13. Employees in regular Field Tester B positions that formally expressed interest in the Meter Technician program in 1998 and either have the required AAS degree or pass the equivalency exam, will be placed without posting in the Meter Technician training program on 1/1/2000 (for those that pass the 11/99 exam) or 7/1/2000 (for those that pass the 3/2000 exam). They shall enter the program at the beginning of the fourth six-month period. Thereafter, they shall follow the regular progression schedule. If not able to complete the program requirements they would return to their Field Tester B positions. Employees covered by this section 13 will only be placed in the Meter Technician Progression if they pass the qualifications exam at the first taking. Those that fail the first taking, but pass a second exam or get the required AAS degree would have to wait for a posted job and be the successful bidder to enter the progression.

14. Any other Meter Technician positions will be posted depending on the existence of a vacancy as determined by the Company. Any remaining Field Testers B that meet all requirements, including educational, and are the successful bidder on such a posting will enter the program at the beginning of the fourth six-month period. Thereafter, they shall follow the regular progression schedule. If not able to complete the program requirements, the Common Provisions (paragraphs 2-8) will apply to this group.

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METER TECHNICIANS PROGRESSION SCHEDULE

Classification	W/L	Period	Advancing to	W/L	Test Schedule
Technician Trainee	11	1st 6 Months	Q Technician "C"	12	Satisfactory Appr. & Test
Technician "C"	12	2nd 6 Months	FQ Technician "C"	13	Satisfactory Appr. & Test
Technician "C"	13	3rd 6 Months	Q Technician "C"	14	Satisfactory Appraisal
Technician "B"	14	4th 6 Months	Q Technician "B"	15	Satisfactory Appraisal
Technician "B"	15	5th 6 Months	FQ Technician "B"	16	Satisfactory Appr. & Test
Technician "B"	16	6th 6 Months	Technician "A"	18	Satisfactory Appr. & Test

POWER PLANT ELECTRICIANS TRAINING
AND PROGRESSION PROGRAM

July 1, 1987

The New York State Electric & Gas Corporation and the System Council U-7 of the International Brotherhood of Electrical Workers hereby agree to the following plan in respect to the selection, training and promotion of Plant Electricians:

1-8. See Common Provisions (paragraphs 1-8).

POWER PLANT ELECTRICIANS
PROGRESSION SCHEDULE

W/L	Period	Advancing to W/L	Test Schedule
9	1st Six-Months	11	Satisfactory Appr. & Test
11	2nd Six-Months	12	Satisfactory Appr. & Test
12	3rd Six-Months	13	Satisfactory Appr. & Test
13	4th Six-Months	14	Satisfactory Appr. & Test
14	5th Six-Months	15	Satisfactory Appr. & Test
15	6th Six-Months	16	Satisfactory Appr. & Test
16	7th Six-Months	17	Satisfactory Appr. & Test
17	8th Six-Months	18	Satisfactory Appr. & Test

(FQ Power Plant Electrician)

POWER PLANT MECHANICS TRAINING
AND PROGRESSION PROGRAM

Revised July 1, 1987

The New York State Electric & Gas Corporation and the System Council U-7 of the International Brotherhood of Electrical Workers hereby agree to the following plan in respect to the selection, training, progression and promotion of Power Plant Mechanics:

1-8. See Common Provisions (paragraphs 1-8).

POWER PLANT MECHANICS
PROGRESSION SCHEDULE

W/L	Period	Advancing to W/L	Test Schedule
9	1st Six-Months	10	Satisfactory Appr. & Test
10	2nd Six-Months	11	Satisfactory Appr. & Test
11	3rd Six-Months	12	Satisfactory Appr. & Test
12	4th Six-Months	13	Satisfactory Appr. & Test
13	5th Six-Months	14	Satisfactory Appr. & Test
14	6th Six-Months	16	Satisfactory Appr. & Test

(FQ Power Plant Mechanic)

POWER PLANT TECHNICIANS TRAINING
AND PROGRESSION PROGRAM

Revised July 1, 1989

The New York State Electric & Gas Corporation and the System Council U-7 of the International Brotherhood of Electrical Workers hereby agree to the following plan in respect to the selection, training and promotion of Power Plant Technicians.

1. Trainees for Power Plant Technician vacancies will be selected by the Company from those who show evidence of mental ability, physical ability and aptitude for the work. Minimum educational background will be the degree of Associate in Applied Science in Electrical Technology from a school accredited to grant such a degree by the University of the State of New York or by the Middle States Association or by achieving a score of at least 60 on a test designed by the Head of Electrical Technology at Broome Community College. Other customary selection guides, including Article XIV will also be used.

Tests will be administered semi-annually and when a Power Plant Technician vacancy exists. A candidate who fails such test may attempt it a second time after 90 days or more if a power Plant Technician vacancy exists or the semi-annual test is being administered. If the candidate fails the second test, the only acceptable evidence of educational qualification will be the attainment of an AAS degree.

2-8. See *Common Provisions* (paragraphs 2-8).

POWER PLANT TECHNICIANS
PROGRESSION SCHEDULE

W/L	Period	Advancing to W/L	Test Schedule
12	1st Six-Months	13	Satisfactory Appr. & Test
13	2nd Six-Months	14	Satisfactory Appr. & Test
14	3rd Six-Months	15	Satisfactory Appr. & Test
15	4th Six-Months	16	Satisfactory Appr. & Test
16	5th Six-Months	17	Satisfactory Appr. & Test
17	6th Six-Months	18	Satisfactory Appr. & Test

(FQ Power Plant Technician)

SECTION OPERATORS TRAINING AND
PROGRESSION PROGRAM

Revised July 1, 1977

The parties hereby agree to the following plan in respect to the selection, training and promotion of Section Operators — Power Supply:

1. Trainees will be selected by the Company from those who show evidence of mental ability, physical ability and aptitude for the work. Minimum educational background will be the degree of Associate in Applied Science in Electrical Technology from a school accredited to grant such a degree by the University of the State of New York or by the Middle States Association, (or practical experience and minimum technical knowledge as defined in the following paragraph). Other customary tests and selection guides, including Article XIV will also be used. If these factors are reasonable equal, seniority will govern.

Minimum educational qualification in lieu of an AAS degree will be established by a score of 60 on an electrical principles and apparatus test. A candidate who fails such a test may attempt it a second time, after 90 days or more, if a Section Operator trainee vacancy exists for which he would otherwise be considered. After two such failures, the only acceptable evidence of educational qualification will be the attainment of an AAS degree.

All employees selected for Section Operator training must be adaptable to shift work and must establish residence within a reasonable distance of the dispatching center so that they may be available during emergencies.

2-6. See Common Provisions (paragraphs 2-6).

7. The length of the training period will not be more than 3 years or less than one year. A trainee bidding from a job in which he has been paid a rate higher than Wage Level 13, but less than Wage Level 19, will be increased one wage level when he begins the job and will progress one wage level at the end of each six-month interval until he reaches Wage Level 20. Bidders from classifications paid at Wage Level 13 and below, and new employees, will begin at Wage Level 14 and advance one wage level at the end of each of six six-month intervals. However, if preliminary training is accelerated so that the trainee is assigned to operate a section alone before progression as shown on the following chart has taken him to Wage Level 18, he shall be advanced immediately to Wage Level 18 and shall then advance to Wage Levels 19 and 20 at six-month intervals. Each advancement will be based on a satisfactory performance appraisal or an appraisal and test, as shown on the following wage progression and testing schedule.

8. A formal test (No. 1 on the following progression and testing schedule) will be given to all trainees at the end of the first six-month period. This test shall be written and may include a performance test in which the trainee *demonstrates aptitude in basic skills. Those who have a satisfactory performance appraisal and who achieve a passing test score in both skill and knowledge will advance a wage level unless already at Wage Level 20, as shown on the schedule. Those who fail to achieve a passing score will be returned to their former classification or assigned to such other work as may then be available. Once having failed the first six-month test, the employee will not again be considered for Section Operator training.*

9. After the first 6 months, training to the fully qualified level will continue as shown on the following schedule, with satisfactory completion of each six-month interval established by a test and/or appraisal. The trainee may have a second chance to complete each six-month unit satisfactorily, with the exception of the first one. If the employee fails a test or receives an unsatisfactory appraisal, he will remain in the same wage level and will be retested or reappraised once only after an additional training period of six months. If he fails this retest or does not receive a satisfactory reappraisal, Management agrees to make a sincere effort to place him in an appropriate job, if available, for which he might be reasonably expected to qualify. If such work cannot be found, Management will discuss the matter with the Brotherhood in an effort to arrive at a solution before any termination of employment becomes effective.

10. Trainees entering the program at Wage Level 18 or higher will take tests 2 and 3 within the second six-month period. They may elect, with their

supervisor's consent, to take test 2 at the end of the 9th month or to take it at the same time as test 3, at the end of the 9th month or to take it at the same time as test 3, at the end of the 12th.

11. Trainees may reach Wage Level 20, as a result of bidding into the job from a higher wage level, before they have completed the training program and become fully qualified. The fact that they are at the "fully qualified rate" for the job will not diminish their responsibility to complete the training and become fully qualified as to skill.

SECTION OPERATORS-POWER SUPPLY PROGRESSION SCHEDULE

Wage Level Effective at the end of each 6-Month Period until Fully Qualified, based on Satisfactory Appraisal or Appraisal and Tests*

Former W/L	Entry W/L	1st 6 months	2nd 6 months	3rd 6 months	4th 6 months	5th 6 months	6th 6 months
0-13	14	Test 1 15	Satisfactory Appr., 16	Test 2 17	Satisfactory Appr., 18	Satisfactory Appr., 19	Test 3 20 F/Q
14	15	Test 1 16	Satisfactory Appr., 17	Test 2 18	Satisfactory Appr., 19	Test 3 20 F/Q	
15	16	Test 1 17	Test 2 18	Satisfactory Appr., 19	Test 3 20 F/Q		
16	17	Test 1 18	Test 2 19	Test 3 20 F/Q			
17	18	Test 1 19	Tests 2 and 3 20 F/Q				
18	19	Test 1 20	Tests 2 and 3 20 F/Q				
19 or above	20	Test 1 20	Tests 2 and 3 20 F/Q				

* If preliminary training is accelerated so that the trainees are assigned to operate a section alone before progression as shown on this chart has taken them to wage level 18, they shall be advanced immediately to wage level 18 and shall then advance to wage levels 19 and 20 at six-month intervals, based on satisfactory appropriate appraisals and/or tests

SYSTEM PROTECTION & CONTROL
TECHNICIANS TRAINING & PROGRESSION
PROGRAM

Revised July 1, 1989

The New York State Electric & Gas Corporation and the System Council U-7 of the International Brotherhood of Electrical Workers hereby agree to the following plan in respect to the selection, training and promotion of System Protection and Control Technicians:

1. Trainees will be selected by the Company from those who show evidence of mental ability, physical ability and aptitude for the work. Minimum educational background will be the degree of Associate in Applied Science in Electrical Technology from a school accredited to grant such a degree by the University of the State of New York or by the Middle States Association or by achieving a score of at least 60 on a test designed by the Head of Electrical Technology at Broome Community College. Other customary selection guides, including Article XIV, will also be used. If these factors are reasonable equal, seniority will govern.

A candidate who fails such a test may attempt it a second time, after 90 days or more, if a System Protection and Control Technician Trainee vacancy exists for which he would otherwise be considered. After two such failures, the only acceptable evidence of educational qualification will be the attainment of an AAS degree.

2-8. See Common Provisions (paragraph 2-8).

9. At the end of the sixth six-month period of training, a final written test will be given to determine fitness for advancement to the System Protection & Control Technician "A" classification. Those who achieve a passing score will be eligible for advancement to the System Protection & Control Technician "A" Wage Level 18.

Those who fail to achieve a passing score will be continued for a further training period of six months after which time they will be retested.

If the Company elects to defer the promotion, it is understood that the employee thereafter will be expected to perform only the duties of a System Protection & Control Technician "C".

10. Fully trained System Protection & Control Technicians "B", eligible for promotion to the grade of System Protection & Control Technician "A", shall be under obligation to move to any location within the District which the Company may direct, subject to the following conditions:

- (a) If a System Protection & Control Technician "A" vacancy is posted and there are no eligible bidders, the System Protection & Control Technician "B" with least seniority among those eligible for promotion may be placed in that job and required to establish his residence in or near that community within three months. The employee's moving expenses will be paid for by the Company.
- (b) If there are no System Protection & Control Technicians "B" eligible for promotion, the Company reserves the right to require the System Protection & Control Technician "A" with least seniority to make the move, when in the opinion of Management, the situation warrants the move.

SYSTEM PROTECTION & CONTROL TECHNICIANS PROGRESSION SCHEDULE

Classification	W/L	Period	Advancing to	W/L	Test Schedule
Technician Trainee	11	1st 6 Months	Q Technician "C"	12	Satisfactory Appr.-Test
Technician "C"	12	2nd 6 Months	FQ Technician "C"	13	Satisfactory Appraisal
Technician "C"	13	3rd 6 Months	Q Technician "B"	14	Satisfactory Appr.-Test
Technician "B"	14	4th 6 Months	Q Technician "B"	15	Satisfactory Appraisal
Technician "B"	15	5th 6 Months	FQ Technician "B"	16	Satisfactory Appraisal
Technician "B"	16	6th 6 Months	Technician "A"	18	Satisfactory Appr. -Test

OTHER MEMORANDA OF AGREEMENTEDP PROGRAMMERS SELECTION AND
PROGRESSION PROGRAM

Revised July 1, 1973

1. When additional Programmers are required, announcement will be made and interested employees will be given programming tests. Candidates with acceptable test scores will be interviewed in the following order and selected as provided in Article XIV.

- a. Employees with "A" scores in the Ithaca Area.
- b. Employees with "B" scores in the Ithaca Area.
- c. Employees with "A" scores — Companywide.
- d. Employees with "B" scores — Companywide.

The selection procedure will progress to each group only if the preceding group fails to produce sufficient candidates.

2. The Company may select more candidates than the number of immediate vacancies, and expose them to training in programming fundamentals. Those most successful in the training will be selected for current vacancies. Those less successful but still satisfactory will be returned to former classifications and rates of pay, subject to call at Company option for subsequent Programmer vacancies. Those who are unsuccessful will not again be selected for Programmer vacancies.

3. Job progression for Programmers, based on satisfactory progress in on-the-job training and job performance, as evidenced by periodic appraisals and tests, will be according to the following table.

EDP PROGRAMMERS PROGRESSION SCHEDULE

Six-Month Periods

Wage Level of Trainee	1	2	3	4	5	6	7	8	9	10	
9	9	10	11	12	13	14	15	16	17	17	18 (FQ)
10	10	11	12	13	14	15	16	17	17	17	18 (FQ)
11	11	12	13	14	15	16	17	17	17	18	(FQ)
12	12	13	14	15	16	17	17	17	18		(FQ)
13	13	14	15	16	17	17	17	18			(FQ)
14	14	15	16	17	17	17	18				(FQ)
15	15	16	17	17	17	18					(FQ)
16	16	17	17	17	17	18					(FQ)
17	17	17	17	17	17	18					(FQ)
18	18	18	18	18	18	18					(FQ)
19	18	18	18	18	18	18					(FQ)

EQUIPMENT OPERATOR CLASSIFICATIONS

April 27, 1967

The rate of pay for Driver-Worker, Job No. 1285, dated December 15, 1967, has been mutually agreed to as Wage Level 11 because the classification was created as an equal and parallel job to Driver-Worker-Line. The Driver-Worker-Line classification is restricted to the Line Department; the Driver-Worker classification may be used in any department.

An Equipment Driver/Operator "B" will not operate earth-boring equipment to dig holes, set poles, or load poles without qualified supervision.

The parties further agree that a Driver-Worker-Line or a Driver-Worker will be the minimum classification to drive and operate trucks of two-ton carrying capacity or more. A Driver-Worker will also be assigned to assist the Equipment Driver/Operator "A" when he is operating a pole hauler with self-loading equipment.

A vacancy will be posted and awarded under Article XIV of the Agreement if a regular operator is to be assigned to equipment which has not previous-

ly had a regular operator. A Driver-Worker-Line who has been regularly assigned to a pole hole digger or a line truck with a dangle digger but who has never or seldom operated the auger and who will be expected to operate it in the future, shall be trained to do so and reclassified to Equipment Driver/Operator "B" when trained. A Driver-Worker-Line who is not so reclassified will not be permitted to operate the auger.

If new types of equipment are acquired, the Company will discuss assignment of the appropriate Equipment Driver/Operator classification to operate them with the Brotherhood. Failure to reach agreement promptly shall not delay operations. In such cases, the Company will assign a classification to the new type of equipment, subject to completion of discussions and the grievance procedure.

GAS DEPARTMENT
CONTRACTING AND SUPERVISION

April 26, 1967

A Chief Gas Fitter, or higher-rated Gas Department Supervisor, will supervise construction crews engaged in main and service work requiring several employees and a consequential amount of equipment. This will include new services on which the Company does the whole job, including excavation and backfilling. It will also include tie-ins to mains. A Chief working on several jobs in the same day will move various members of his crew and pieces of equipment from place to place for most efficient use of these resources.

A Fitter 1/C or Gas Welder will direct the work of one other employee in the same or lower classification directly assisting him in such work as gas main and service maintenance, leak repair and regulator maintenance. He may also direct employees performing such duties as equipment operation, digging and backfilling, directing traffic, restoration of grounds and clean up. A Fitter 1/C or Gas Welder will install and/or replace gas services with one other employee when excavation and backfill is done by others.

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GAS DEPARTMENT
FACILITIES — OPERATING DUTIES
INTERPRETING ARTICLE V (G)
IN RESPECT TO WORK

April 27, 1967

The interpretation of this paragraph over the years has led to misunderstanding and grievances. The parties now agree that:

One Chief Gas Fitter, Gas Welder, Customer Service Mechanic or Gas Fitter 1/C working alone on any high or low pressure piping configuration which can be deenergized by the closing of a valve(s) ahead of the work area, can safely:

1. Set or remove a gas meter, build either a high pressure or low pressure meter riser, install a house regulator, reseal a house regulator or repair a gas leak (tear down and rebuild if required).
2. Pump low pressure drips.

A minimum of two qualified employees, one of whom may be a Qualified Helper, working together are required to perform the following operations safely:

1. Penetration of energized main (high or low pressure drill or tap).
2. Stoppering (bagging off) low pressure or stopping off high pressure.
3. Clamping high or low pressure leaks on mains or services while energized.
4. Any repair operation of low or high pressure gas that cannot be deenergized by the closure of a valve.
5. Blow high pressure drips.

High pressure is above two pounds.

Supervisors will use discretion in requiring employees to work alone or with Laborers or inexperienced trainees in situations or under conditions which create unusual hazards.

***Amended during 2000 Negotiations. See 2000 Memorandum of Agreement.**

GENERATING STATION EMPLOYEES
TEMPORARILY ASSIGNED TO
OTHER STATIONS
RESCHEDULING AND PAYMENT
OF EXPENSES

Revised July 1, 1989

This Memorandum applies to employees assigned to work at stations other than their home base for periods which require one or more nights away from home. It modifies Articles VI (D) and (E) and VII (D). This Memorandum does not supersede, cancel, modify or interpret any other agreement, understanding or practice between the parties except as explicitly stated, and only to the extent stated, in this Memorandum.

The Company will continue to give preference to its employees in performing the type of generating station maintenance work they have done in the past, when feasible. Calls for temporary assignments to other stations for this purpose will be rotated among the stations, to the extent possible within the limitations imposed by the skills needed at the borrowing stations, and the operating and maintenance requirements of the loaning stations. If work skills and capacities are equal, employees at a loaning station who desire such assignments will be given preference before those at that station who do not seek such work are assigned. Such preference shall not reduce the opportunities for overtime work at the home base station that would be normally offered to the employees who receive more than the average number of temporary assignments at other stations because others prefer not to go or are unavailable.

A. TEMPORARY RESCHEDULING OF DAY WORKERS

- (1) Day workers temporarily or regularly assigned to a station conducting a major overhaul (lasting more than two weeks on a day and night basis) may be rescheduled to a night schedule (on their regularly scheduled days) upon 72 hours advance notice, with the understanding that if an emergency arises, only 24 hours advance notice of change of schedule will be required. It is further agreed that where an employee, after change of schedule as above provided, reverts to his original hours of labor, no notice of reversion is required, provided 8 hours rest, between assignments, is granted.
- (2) Day workers rescheduled in accordance with the above paragraphs will be paid the basic rate plus, for the first 8 hours per day or 40 hours per week worked between 3:00 p.m. and 8:00 a.m., they will receive credit toward shift bonus (See Article VIII (B)). Additional hours thereafter will be paid at the appropriate overtime rate.

B. LIVING EXPENSES AND TRANSPORTATION

Employees temporarily reassigned to other stations will be paid a uniform per diem allowance to cover lodging, meals and local transportation, in an amount agreed upon between the Company and the System Council and reviewed not more frequently than annually. For the term of the present Agreement this per diem allowance shall be \$95.00.

Employees temporarily assigned to other stations will be paid for mileage at the prevailing rate for one round trip for each assignment of any length if an overnight stay is required. Employees will be paid at the beginning and at the end of the temporary assignment. This will be done either by payment of overtime or by permitting them to travel within the scheduled workday.

LINE & UC&M DEPARTMENT
MEMORANDA
UC&M AND LINE PERSONNEL
BURIED DISTRIBUTION WORK

March 8, 1968

New technology has resulted in new methods for burying distribution circuits that customarily have been carried by overhead construction. This practice is becoming common in the electrical utility industry. It has been referred to as "URD", "RUD", and "Buried Overhead Distribution", without any common agreement as to precisely what these terms mean. This memorandum is to provide better definition of the new buried systems as contrasted to conventional underground installations, and to clarify the use of Company personnel in employing the new methods.

Conventional underground systems are defined as those in which rigid conduit connects manholes and vaults and contains lead-sheathed cable or other cable requiring customary wiping skills, and customary taping skills to distribute electrical stress, in making splices and terminations.

UC&M Department crews of varying size and composition will be utilized to install cable and equipment and make splices and terminations and to do dead and live maintenance work in conventional underground systems.

A UC&M or Line Crew or a combination crew, of varying size and composition at the discretion of operating supervisors, may be utilized to install buried distribution cables and equipment, to make splices and terminations and perform dead and live maintenance work outside of conventional underground systems and not involving lead-sheathed cable, wiping

joints, or taping to distribute electrical stress. This work may include laying direct-burial cable, pre-conduitized cable and empty flexible conduit. Such crews may later install cable through such conduit. Sections of rigid conduit may be used under paved areas or other surfaces that cannot be distributed without considerable expense or inconvenience. The splices and fittings involved are largely prefabricated and are assembled by simple processes such as, but not limited to, bolting, snapping on or using pressure tools. They may involve preconstructed stress cones or insulating compound which is shaped by the design of the fitting or by a prefabricated mold or container. Taping for mechanical protection or mechanical strength may be required. Transformers and other electrical equipment may be buried, pad-mounted or pole-mounted.

As in the past, Line Department employees may assist UC&M Department crews in pulling cable and in other work not involving complex electrical skills on conventional underground systems. Equipment operators and other production employees may perform phases of work on conventional and other underground systems which do not exceed duties covered by their job classifications.

CHIEF LINE MECHANICS AND LINE
MECHANICS I/C ASSIGNED ADDITIONAL
SUPERVISORY RESPONSIBILITY

July 1, 1991

BONUS FOR MORE THAN FOUR EMPLOYEES

A Chief Line Mechanic (Job No. 222, Wage Level 20) regularly supervises not more than four other employees.

When a Chief Line Mechanic is assigned to supervise more than four employees in addition to himself for a period of five or more consecutive regularly scheduled workdays, he shall be paid at Wage Level 21 for the duration of such assignment. For such assignments for a lesser period, but lasting four hours or more, he shall receive an extra one hour's straight-time pay for each day. He shall be paid at his regular rate for callouts or prearranged overtime periods unless he supervises more than four additional employees for four hours or more on such occasions.

SUBSTITUTION FOR CHIEF OR LINE SUPERVISOR

When a Chief Line Mechanic or Line Supervisor is absent, a Line Mechanic I/C will normally be assigned in his place and paid under the provisions of

the preceding paragraphs. However, another Chief Line Mechanic or Line Supervisor may be assigned to take over the crew of an absent Chief or Line Supervisor.

COMBINED CREWS

The provision for payment of a one-hour bonus or payment at Wage Level 21 to a Chief Line Mechanic for supervision of more than four employees in addition to himself will not apply if two or more crews are working independently on the same job, even if one Chief Line Mechanic coordinates material and paper work.

The bonus provision will apply if combining two or more crews under the supervision of one Chief Line Mechanic results in that Chief supervising more than four employees in addition to himself, which may include the Chief Line Mechanic (Line Mechanics) who would otherwise supervise the added employees, if they are designated by Management as subject to his supervision, for four consecutive hours or more.

Management shall designate which Chief Line Mechanic shall supervise such combined crews, guided by the following principles:

- (1) If one Chief is more capable of supervising the specific assignment, he shall be designated.
- (2) If ability to carry out the assignment is reasonably equal and both crews are from the same locality, the senior employee shall be assigned.
- (3) If ability is reasonably equal and one crew is from an area other than that in which the job is being performed, the Chief in whose area the work is being done shall be designated.

INSTRUCTORS FOR LINE TRAINING CREWS

The selection of a Chief Line Mechanic to be temporarily assigned as the instructor of an Apprentice Line Mechanic training crew shall *not* be subject to the posting and bidding procedure of the Agreement.

TEMPORARY LINE SUPERVISOR ON MAJOR CONSTRUCTION

A No. 221 Temporary Line Supervisor at Wage Level 21 may be assigned at Management's option instead of a Chief Line Mechanic or Line Supervisor, to supervise Line crews for ten days or more on transmission or distribution construction projects.

Chief Line Mechanics will receive first consideration for such assignments, *in order of seniority*, and then Line Mechanics I/C. Management shall have

sole right of selection.

Employees so assigned will retain membership in the bargaining unit and return to it at the end of the assignment. They will retain their bargaining-unit seniority and will continue to accumulate such seniority while on a Temporary Line Supervisor assignment; they will not accumulate qualifying advantage for Chief Line Mechanic vacancies. During such assignments they will be removed from the call list.

TAKING CHARGE OF EMERGENCY CALLOUTS

Unless a supervisory employee is present, a Line Mechanic 1/C shall be designated by Management to take charge of a line crew consisting of two or more employees called out for emergency work. If such work continues for four hours or more, his hourly rate shall remain unchanged but he shall receive in addition a bonus equal to one hour's straight-time pay for each such separate callout.

MODIFICATION OF PRIOR AGREEMENTS

This memorandum interprets Article XIV (J) and Article X (B) as they apply to Line Mechanics 1/C and Chief Line Mechanics only. Article XIV is titled "Vacancies, Promotions, Reassignments and Discharges" and (J) refers to substitution bonuses; Article X is entitled "Emergency Callouts" and (B) covers supervision during emergency callouts. It also interprets the Preamble of the Production Job Specifications dated April 15, 1964 as it refers to the distinction between Chiefs and Foremen. This memorandum also supersedes and cancels the following previous agreements: the Memorandum titled "Premium Pay for Chief Line Mechanics Supervising Combined Crews", dated January 25, 1962; the May 23, 1960 letter from F.R. Doughty to Managers covering Chief Line Mechanics instructing Apprentice Training Crews; Company item No. 13 of the Memorandum dated June 27, 1967, covering the negotiations settlement, as it relates to Temporary Line Foremen.

This memorandum does not supersede, cancel, modify or interpret any prior agreement, understanding or practice between the parties except those explicitly mentioned above, nor does it apply to or set any precedent for job classifications other than Chief Line Mechanics and Line Mechanics 1/C.

UC&M MECHANICS I/C SUPERVISING
COMBINED CREWS

July 10, 1963

New York State Electric & Gas Corporation and System Council U-7 of the IBEW agree that a UC&M Mechanic I/C shall receive a substitution bonus or a temporary assignment when he is assigned to supervise two combined UC&M crews for four or more consecutive hours, if the total number of journeymen or qualified helpers in the combined UC&M crews is four or more journeymen or qualified helpers including himself, and if the UC&M Mechanic I/C who would otherwise supervise the added employees becomes subject to his supervision.

When a UC&M Mechanic I/C is temporarily assigned to supervise such combined crews for a period of five or more consecutive regularly scheduled workdays he shall be temporarily assigned to the classification of Chief UC&M Mechanic. For such assignments for shorter period, but for four consecutive hours or more, he shall receive an additional one hour's straight time pay at his regular rate for each day in which such a period occurs.

In addition, a UC&M Mechanic I/C shall receive a substitution bonus when assigned to supervise one or more UC&M Mechanics I/C for four or more hours.

Management shall designate which UC&M Mechanic I/C shall supervise combined crews, guided by the following principles:

- (1) If one UC&M Mechanic I/C is more capable of supervising the specific assignment, he shall be designated.
- (2) If ability to carry out the assignment is reasonably equal and both crews are from the same locality, the senior employee shall be assigned.
- (3) If ability is reasonably equal and one crew is from an area other than that in which the job is being performed, the UC&M Mechanic I/C in whose area the assignment is being done shall be designated.

The provisions of this agreement will not apply if two UC&M crews are working in close proximity to each other, such as in the same substation, but are not working jointly on the same assignment. They will not apply if two crews are working independently on the same job even if one UC&M Mechanic I/C prepares or coordinates all the material requisitions and other paper work.

15 KV CLASS OF VOLTAGES
GLOVING

Renewed July 1, 1991

The Joint Committee that has been studying and developing the techniques and practices for gloving up to the 15 KV class will remain as a Committee and will continue to develop procedures for gloving higher voltages up to the 15 KV class.

Management will continue and expand the established program for training Line Mechanics in gloving the 15 KV class of voltages, in Districts having such voltages.

Management states that during the Term of the Agreement effective July 1, 1991, it will not use the so-called "barehand maintenance" technique for performing work on energized electric lines or require gloving of energized circuits above 7,200 volts delta from a pole or a Line platform commonly referred to as a "board", or gloving of energized spacer cable from pole, platform or bucket.

BLS
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2000

OBSERVED HOLIDAYS	JULY							AUGUST							SEPTEMBER							
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1			1	2	3	4	5							1	2	
JULY	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
4 Independence Day	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
SEPTMBER	23	24	25	26	27	28	29	30	31													
4 Labor Day	30	31																				
NOVEMBER																						
10 Veterans Day (observed)																						
23 Thanksgiving Day																						
24 Thanksgiving, Friday After																						
DECEMBER																						
28 Christmas Day																						

2001

OBSERVED HOLIDAYS	JANUARY							FEBRUARY							MARCH							
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
JANUARY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
1 New Year's Day	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				
FEBRUARY	21	22	23	24	25	26	27	28	29	30	31											
18 Washington's Birthday	28	29	30	31	25	26	27	28	25	26	27	28	29	30	31							
APRIL																						
13 Good Friday																						
MAY																						
28 Memorial Day																						
JULY																						
4 Independence Day																						
SEPTMBER																						
3 Labor Day																						
NOVEMBER																						
12 Veterans Day																						
22 Thanksgiving Day																						
23 Thanksgiving, Friday After																						
DECEMBER																						
24 1/2 day Christmas Eve																						
25 Christmas Day																						
31 1/2 day New Year's Eve																						

Recognized holidays during the term of the Agreement (July 1, 2000 to June 30, 2005) are indicated by (circle). Additionally, employees receive their birthday and two other floating holidays. (See Article VII (R) for exact Agreement language.)

2004

	JANUARY	FEBRUARY	MARCH
OBSERVED HOLIDAYS			
JANUARY	S M T W T F S	S M T W T F S	S M T W T F S
	① 2 3	1 2 3 4 5 6 7	1 2 3 4 5 6
	4 5 6 7 8 9 10	8 9 10 11 12 13 14	7 8 9 10 11 12 13
	11 12 13 14 15 16 17	15 ① 17 18 19 20 21	14 15 16 17 18 19 20
1 New Year's Day	18 19 20 21 22 23 24	22 23 24 25 26 27 28	21 22 23 24 25 26 27
FEBRUARY	25 26 27 28 29 30 31	29	28 29 30 31
16 Washington's Birthday			
APRIL			
9 Good Friday			
MAY			
31 Memorial Day			
JULY			
5 Independence Day (observed)			
SEPTEMBER			
8 Labor Day			
NOVEMBER			
11 Veterans' Day			
25 Thanksgiving Day			
28 Thanksgiving, Friday After			
DECEMBER			
24 Christmas Day (observed)			
31 New Year's Day (observed)			
	APRIL	MAY	JUNE
	S M T W T F S	S M T W T F S	S M T W T F S
	1 2 3	1	1 2 3 4 5
	4 5 6 7 8 ⑨ 10	2 3 4 5 6 7 8	6 7 8 9 10 11 12
	11 12 13 14 15 16 17	9 10 11 12 13 14 15	13 14 15 16 17 18 19
	16 19 20 21 22 23 24	16 17 18 19 20 21 22	20 21 22 23 24 25 26
	25 26 27 28 29 30	23 24 25 26 27 28 29	27 28 29 30
		30 ①	
	JULY	AUGUST	SEPTEMBER
	S M T W T F S	S M T W T F S	S M T W T F S
	1 2 3	1 2 3 4 5 6 7	1 2 3 4
	4 ⑤ 6 7 8 9 10	8 9 10 11 12 13 14	5 ⑤ 7 8 9 10 11
	11 12 13 14 15 16 17	15 16 17 18 19 20 21	12 13 14 15 16 17 18
	18 19 20 21 22 23 24	22 23 24 25 26 27 28	19 20 21 22 23 24 25
	25 26 27 28 29 30 31	29 30 31	26 27 28 29 30
	OCTOBER	NOVEMBER	DECEMBER
	S M T W T F S	S M T W T F S	S M T W T F S
	1 2	1 2 3 4 5 6	1 2 3 4
	3 4 5 6 7 8 9	7 8 9 10 ① 12 13	5 6 7 8 9 10 11
	10 11 12 13 14 15 16	14 15 16 17 18 19 20	12 13 14 15 16 17 18
	17 18 19 20 21 22 23	21 22 23 24 ② ③ 27	19 20 21 22 23 ④ 25
	24 25 26 27 28 29 30	28 29 30	26 27 28 29 30 ①
			31

2005

	JANUARY	FEBRUARY	MARCH
OBSERVED HOLIDAYS			
JANUARY	S M T W T F S	S M T W T F S	S M T W T F S
	1	1 2 3 4 5	1 2 3 4 5
	2 3 4 5 6 7 8	6 7 8 9 10 11 12	6 7 8 9 10 11 12
	9 10 11 12 13 14 15	13 14 15 16 17 18 19	13 14 15 16 17 18 19
	16 17 18 19 20 21 22	20 ② 22 23 24 25 26	20 21 22 23 24 ③ 26
21 Washington's Birthday	23 24 25 26 27 28 29	27 28	27 28 29 30 31
FEBRUARY	30 31		
25 Good Friday			
MARCH			
25 Good Friday			
MAY			
30 Memorial Day			
	APRIL	MAY	JUNE
	S M T W T F S	S M T W T F S	S M T W T F S
	1 2	1 2 3 4 5 6 7	1 2 3 4
	3 4 5 6 7 8 9	8 9 10 11 12 13 14	5 6 7 8 9 10 11
	10 11 12 13 14 15 16	15 16 17 18 19 20 21	12 13 14 15 16 17 18
	17 18 19 20 21 22 23	22 23 24 25 26 27 28	19 20 21 22 23 24 25
	24 25 26 27 28 29 30	29 ③ 31	26 27 28 29 30