

NEW YORK STATE
PUBLIC SERVICE COMMISSION

IN THE MATTER OF THE PETITION OF NIAGARA)
MOHAWK POWER CORPORATION PURSUANT)
TO SECTION 70 OF THE NEW YORK STATE PUBLIC)
SERVICE LAW REGARDING THE TRANSFER OF)
CERTAIN PROPERTY TO THE CITY OF AMSTERDAM)

Case 23-E-0420

MOTION OF IBEW LOCAL 97 TO HOLD PETITION IN ABEYANCE

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Pursuant to Rule 3.6 of the New York Public Service Commission’s (“Commission”) Rules of Procedure, Local Union 97, International Brotherhood of Electrical Workers, AFL-CIO (“Union”) hereby moves the Commission to hold the Petition in this matter, which seeks a determination of authorization under Public Service Law § 70 to sell certain street lighting facilities within the City of Amsterdam (“City”) to the City, in abeyance until Niagara Mohawk Power Corporation (“Company”) and the Union resolve whether such a transfer violates the collective bargaining agreement between the Union and the Company.

I. BACKGROUND

The Union and the Company are parties to a collective bargaining agreement (“CBA”), which is attached hereto as Exhibit 1. Article II of the CBA requires that a sale of any operation by the Company includes, as an absolute precondition, that the purchaser recognize the Union be bound by the CBA. Specifically, Article II states:

1. The territory covered by this Agreement shall include all the franchise territory of the Company.
2. This Agreement shall bind the successor of the Company by merger or consolidation as to the provisions and territory covered by this Agreement. For the purpose of preserving and protecting work opportunities and job security for the bargaining unit, it is agreed that:

a. An absolute precondition to the sale, lease, transfer, or takeover by sale, transfer, lease, assignment, corporate reorganization, receivership, or bankruptcy proceeding of the entire operation or any part thereof is that any purchaser, transferee, lessee, assignee, etc. shall agree and become party to and bound by all the terms, conditions, and obligations of this Agreement.

b. Any increased or additional work of a continuing or permanent nature performed at or in conjunction with the Company's existing facilities or from a transfer of work occasioned by the closing or partial closing of an operation previously covered by this Agreement, shall be deemed bargaining unit work and shall be fully covered by the terms the terms, conditions, and obligations of this Agreement.

Exhibit 1 at 9.

On July 31, 2023, the City filed a Petition seeking to sell part of its street lighting operation to the City pursuant to Section 70 of the New York State Public Service Law. The work performed in connection with the part of the Petitioner's street lighting operation that the Company seeks to sell to the City is currently performed by bargaining unit members represented by the Union and covered by the CBA.

According to the Agreement for Purchase and Sale of Street Lights between the Company and the City (attached to the Petition as Schedule A), Petitioner did not require, as an "absolute precondition to the sale" that the City "shall agree and become party to and bound by all the terms, conditions, and obligations of [the CBA]" as required by Article II of the CBA.

On September 28, 2023, the Union filed a grievance alleging that Petitioner violated Article II of the CBA, which is attached hereto as Exhibit 2. As a remedy for its grievance, the

Union seeks that Petitioner comply with its collective bargaining obligations pursuant to Article II.

Article XXII of the CBA governs the grievance process, which ends in final and binding arbitration. Exhibit 1 at 55-56. After the Union files a grievance, the parties attempt to resolve the grievance through a series of meetings. Exhibit 1 at 55. In the event that the parties are unable to resolve the grievance, the Union may refer a dispute to arbitration. Exhibit 1 at 56. “The arbitration decision shall be final and binding upon both parties.” *Id.*

II. ARGUMENT

The Petition in this matter should be held in abeyance pending the resolution of the Union’s grievance. If the City is able to complete the sale and obtain approval from the Commission prior to the resolution of the Union’s grievance, the Union will likely be left without an adequate remedy and the grievance may be rendered moot. If the Petition is approved before the grievance is resolved, Petitioner would essentially be allowed to ignore its collective bargaining obligations if it moves fast enough. The Commission should not aid it in this effort.

Holding the Petition in abeyance is proper because Petitioner and the Union have agreed to resolve such disputes through the grievance and arbitration process. The Agreement states that, “Should Local Union 97, IBEW claim that a dispute or difference has arisen between the Company and Local Union 97, IBEW as to the meaning, application or operation of any provision of this Agreement, such dispute or difference shall be presented ... and settled in the following manner.” Exhibit 1 at 55. The Agreement proceeds to outline the process through which a grievance is resolved, culminating in “final and binding” arbitration. Exhibit 1 at 56.

Petitioner, therefore, has agreed to have this issue resolved by the grievance and arbitration process. An issuance of authorization would prevent the Union and Petition from resolving a dispute pursuant to their agreed upon terms.

Where an arbitration agreement exists, public policy strongly favors the resolution of disputes covered by the by the arbitration agreement through arbitration. Moreover, public policy favors the arbitration of labor disputes, more generally. *See, e.g., Wilson v PBM, LLC*, 193 AD3d 22, 25 (2d Dept. 2021); *Bd. of Educ. v Buffalo Council of Supervisors & Adm’rs*, 52 AD2d 220, 223-24 (4th Dept. 1976). Indeed, the Second Circuit has cautioned about state actions that may frustrate or prevent successful arbitration. In *Benihana, Inc. v Benihana of Tokyo, LLC*, 784 F3d 887 (2d Cir. 2015), the Second Circuit found that a court may not enjoin a party from seeking a particular remedy in arbitration prior to the arbitration. “When parties agree to arbitrate a dispute, it undermines and discredits the arbitral process for a district court to enjoin parties from advancing arguments in arbitration for fear that the arbitrators might wrongly accept them.” *Id.* at 900. Accordingly, even where it was clear that an arbitrator could not issue the remedy sought, it was nonetheless improper for a court to enjoin the arbitrator from issuing that remedy. State action should not undermine the “strong federal policy favoring arbitration as an alternative means of dispute resolution.” *Id.* (quoting *Hartford Accident & Indem. Co. v. Swiss Reinsurance Am. Corp.*, 246 F.3d 219, 226 (2d Cir. 2001); *see also Golden State Tr. Corp. v Los Angeles*, 475 US 608, 619 (1986) (holding that a city lacked the authority to resolve a labor-management dispute through the use of its local powers).

Here, the Union and Petitioner have agreed to resolve disputes arising out of the Agreement through arbitration. Public policy favors arbitrating the dispute and the Commission should not frustrate or undermine that process.

To the extent that Petitioner contends that the grievance is meritless, the merit of the grievance should be decided through arbitration. Although Petitioner's actions clearly violate the plain language of the Agreement, it is immaterial whether the grievance is meritorious in determining whether or not the Petition should be held in abeyance. Rather, the issue presently before the Commission is who should decide whether the grievance is meritorious. Petitioner and the Union have agreed that an arbitrator should make that determination. Moreover, federal and state labor policy favor the resolution of labor disputes through the experience of a labor arbitrator.

Accordingly, the Union respectfully requests that the Petition in this matter be held in abeyance pending the resolution of the Union's grievance.

Date: November 3, 2023

Respectfully submitted,

BLITMAN & KING LLP



By: _____

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EXHIBIT 1
LABOR AGREEMENT

AGREEMENT

between

**NIAGARA MOHAWK POWER
CORPORATION**

and

LOCAL UNION 97

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO**

Effective March 31, 2011 through March 31, 2014

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This Collective Bargaining Agreement made and entered into this November 8, 2004 (the "Agreement"), by and between Niagara Mohawk Power Corporation (hereinafter referred to as the "Company"), party of the first part, and Local Union 97 of the International Brotherhood of Electrical Workers (Western, Central, and Eastern Divisions), affiliated with the American Federation of Labor and the Congress of Industrial Organizations (hereinafter collectively referred to as "Local Union 97, IBEW"), party of the second part,

WITNESSETH

WHEREAS, the majority of non-supervisory production and maintenance Employees of the party of the first part and the majority of its non-supervisory technical, office and clerical Employees have indicated in secret elections conducted by the National Labor Relations Board their desire to be represented by the International Local Union 97, IBEW of Electrical Workers, A.F.L.-C.I.O., and the said Board has duly certified and International as the representative of such Employees for the purpose of collective bargaining, and

WHEREAS, the Company and Local Union 97, IBEW, for purposes of facilitating the peaceful adjustment of differences that may arise from time to time between the parties and of promoting harmony and efficiency, now desire to enter into a new Agreement to supersede the agreement between the parties dated January 29, 2002 and effective June 1, 2001.

Unless context otherwise requires, words used in this Agreement in the masculine gender shall include feminine.

NOW, THEREFORE

The Company and Local Union 97, IBEW agree as follows:

ARTICLE I

REPRESENTATION

1. The Company agrees to negotiate and bargain exclusively with Local Union 97, IBEW through its duly accredited officers and representatives in respect to rates of pay, wages, hours of employment, and other conditions of employment, for employees covered by this Agreement as shown by job titles in Schedule A, attached hereto and made a part hereof (collectively referred to hereinafter as "Employees").

2. However, in order to keep pace with changing business conditions, and to remain competitive, the parties agree to continue to meet and negotiate and attempt to resolve issues that may arise during the term of the agreement in order to remain competitive and keep pace with changing business conditions. In consideration of this extension to the Existing Agreement, the parties reaffirm their commitment to this Article and to actively address and attempt to resolve issues that create inefficiency and prevent the Company's objectives of achieving standardization and consistency.

Further, the parties agree to commence meetings immediately in advance of completion of the merger to attempt to resolve operational issues that in the opinion of either party obstruct or impede maximizing the competitive value of the workforce.

3. The provisions of this Agreement shall not apply to confidential employees, contractors employed by the Company, or affiliates of the Company.

ARTICLE II

TERRITORY

1. The territory covered by this Agreement shall include all the franchise territory of the Company.
2. This Agreement shall bind the successors of the Company by merger or consolidation as to the provisions and territory covered by this Agreement. For the purpose of preserving and protecting work opportunities and job security for the bargaining unit, it is agreed that:
 - a. An absolute precondition to the sale, lease, transfer, or takeover by sale, transfer, lease, assignment, corporate reorganization, receivership, or bankruptcy proceeding of the entire operation or any part thereof is that any purchaser, transferee, lessee, assignee, etc. shall agree and become party to and bound by all the terms, conditions, and obligations of this Agreement.
 - b. Any increased or additional work of a continuing or permanent nature performed at or in conjunction with the Company's existing facilities or from a transfer of work occasioned by the closing or partial closing of an operation previously covered by this Agreement, shall be deemed bargaining unit work and shall be fully covered by the terms the terms, conditions, and obligations of this Agreement.

ARTICLE III

RECOGNITION

1. The parties to this Agreement recognize that a strong union with full and active participation on the part of all Employees in the bargaining unit is desirable.
2. Local Union 97, IBEW recognizes that the management of the Company, the direction of its working forces, the determination of the number of Employees it will employ or retain, the right to hire, suspend, discharge, discipline, promote, demote, or transfer, and the right to release Employees because of lack of work or for other proper and legitimate reasons, are vested in and reserved to the Company, subject, however, to the provisions of this Agreement and the Employees' right to adjustment of grievances as provided herein. The Company agrees that there shall be no discrimination, interference, restraint, or coercion by the Company, or by any of its agents, on behalf of or against any Employee because of the Employee's membership in Local Union 97, IBEW or because of any lawful activities on behalf of Local Union 97, IBEW.
3. Supervisory personnel who are not within the bargaining unit shall not perform work of the type and grade performed by Employees except during emergencies.

ARTICLE IV

UNION SECURITY

1. On individual written authorizations of members of Local Union 97, IBEW, and while such authorizations remain in effect, the Company shall deduct from the wages of such members initiation fees and dues provided for in the constitution and by-laws of Local Union 97, IBEW, and shall remit the same within ten (10) days to the Financial Secretary of Local Union 97, IBEW.
2. When Employees covered by this Agreement are added to or removed from the payroll or changes in address of such Employees are recorded in the Company's personnel records, the Company shall promptly give notice thereof to the Financial Secretary of Local Union 97, IBEW.
3. Employees who are not members of Local Union 97, IBEW in good standing shall be barred from employment or from continuance of employment in any job classification covered by this Agreement, except that Employees hired under or transferred to any such job classification shall be permitted a thirty-one (31) day period of service before membership in Local Union 97, IBEW becomes mandatory. Any such Employee so barred from employment shall not receive any separation allowance or pension from the Company. Local Union 97, IBEW reserves the right to discipline its members in accordance with its constitution and by-laws. It is further agreed that Local Union 97, IBEW will give the Company and Employees concerned thirty (30) days written notice of Local Union 97, IBEW's request that any Employee be discharged under this paragraph.
4. Any contract entered into by the Company for construction or maintenance work in its franchise territory shall be let to a contractor, when such a contractor is available, who agrees to employ labor in harmony with the trades, except in those cases where the Company cannot comply because such contract must be awarded to the lowest bidder on specifications prepared by or subject to the approval of a governmental officer, board, commission or authority. Where there has been compliance with the provisions of this paragraph, there shall be no delay in the prosecution of any work if a dispute thereafter arises between a contractor and Local Union 97, IBEW or the trades.
5. The Company is committed to Local Union 97, IBEW being the primary workforce for electric and gas maintenance and construction. For such functions, work normally performed by Employees may be outsourced in order to supplement the internal Local Union 97, IBEW workforce:
 - a. Annually and at other times, as mutually agreed, the Company and Local Union 97, IBEW will meet in good faith to review the electric and gas operation and maintenance and construction plans for the following year. The Company will review its expected internal and external resource requirements for the coming year. The Company will consider alternatives offered by Local Union 97, IBEW, but the Company will have sole discretion to determine the desired method of completing work, which may include using external resources to complete work, in whole or in part.

- b. On a semi-annual basis, a joint Company/Local Union 97, IBEW committee will meet to consider potential work changes and improvements with the intention to explore opportunities that have the potential to reduce the Company's need to utilize external resources.
 - c. When the Company decides to utilize external resources for work normally performed by Employees, during the months of May through August, the Company will offer Employees in the specifically affected department and work location the opportunity to work four nine (9) hour days and one eight (8) hour day per week or a minimum of four (4) hours of overtime on Saturday, as scheduled by the Company.
 - d. The Company will not use contracting as a method to abolish occupied, regular positions.
6. For all other functions involving work which is being outsourced either in part or in whole:
- a. The Company will have sole discretion to use external resources to perform the work, either in part or in whole.
 - b. In the event the Company utilizes external resources to perform the work, no Regular full time or Part-Time Employee holding a position in the specifically affected department and work location will be laid off. All affected Regular, full-time or Part-Time Employees in the specifically affected department and work location, including those Regular Employees with less than ten years of continuous service with the Company, will be deemed eligible for the benefits, without any limitation, provided for in Article XI, 12(a) and (b) of the Agreement, including the opportunity to elect separation allowance in the amount provided for in the separation allowance plan. In such cases, affected Employees hereunder will be offered a job in the same geographic area as the Employee's current work location. Geographic area for the purposes of this paragraph is defined as follows, or as otherwise agreed upon by mutual consent:

Central – Syracuse, Oswego, Mohawk Valley, Watertown, Potsdam
Eastern – Capital, Glens Falls, Gloversville
Western – Buffalo/Niagara Falls, Lakeshore, Cattaraugus, Genesee/Ontario
- All Regular, full-time and Part-Time Employees who would otherwise be displaced during this process will be eligible for these benefits until they successfully bid on another position or decline an opportunity to transcend to their former position.
- This provision shall only apply to active Regular, full-time and Part-Time Employees as of the date of this Agreement whose positions are abolished as a result of the Company's decision to outsource work.
7. The above provisions will also be applied to Regular, full-time or Part-Time Employees in specifically affected departments and work locations where functions, either in part or in whole, have been reassigned by the Company to an affiliate of National Grid USA.

8. Nothing in this Article will add or reduce any job protections provided for under the terms of the Agreement for Employees not directly impacted by the Company's use of external resources or reassigned by the Company to another affiliate of National Grid USA.
9. These understandings supersede all previous provisions of the Agreement, memorandums of understanding and any other related agreements between the Company and Local Union 97, IBEW concerning these issues.

ARTICLE V

STRIKES AND LOCKOUTS

1. It is agreed that during the life of this Agreement Local Union 97, IBEW will not authorize a strike or work stoppage and the Company will not engage in a lockout. Local Union 97, IBEW further agrees that it will take every reasonable means within its power to induce Employees engaged in a strike or work stoppage to return to work, to keep the Company's plants in continuous operation and to prevent damage to the Company's property.
2. In consideration of the foregoing undertaking of Local Union 97, IBEW and of the faithful execution thereof, the Company agrees that it will not bring any action or proceeding against Local Union 97, IBEW or any of its agents for damages for breach of this Agreement on account of any strike action or work stoppage beyond Local Union 97, IBEW's control. It is understood that the Company may take such disciplinary action as it may deem necessary, including discharge, with respect to Employees participating in a strike or work stoppage.

ARTICLE VI

DEFINITIONS

1. Part-Time Employee

A "Part-Time Employee" is an Employee who customarily works less than thirty-three (33) hours per week.

2. Temporary Employee

A "Temporary Employee" is one hired for a specific job of limited duration not exceeding six (6) months, except that this period may be extended by mutual agreement. The Company and the President/Business Manager of Local Union 97, IBEW or designee will discuss those cases where in the opinion of either the use of a Temporary Employee continues so long as to indicate that a regular job exists.

3. Probationary Employee

A "Probationary Employee" is one hired with a view to filling a regular position, who, before being advanced to the status of a Regular Employee, must undergo a period of probation of six (6) months duration during which time the Employee's qualifications can be determined.

4. Regular Employee

A "Regular Employee" is an Employee on the active payroll who is not classed as temporary, probationary or part-time.

5. Day Worker

A "Day Worker" is an Employee who is normally required to work eight (8) hours per day Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M. By mutual agreement between the Company and the President/Business Manager of Local Union 97, IBEW or designee, work may start as much as one (1) hour earlier or later. Job titles of day workers are as identified in Schedule A attached hereto and made a part thereof.

6. Shift Worker

A "Shift Worker" is an Employee working on a job which is operated twenty-four (24) hours per day, seven (7) days per week and who rotates regularly as to the hours of the day and the days of the week. Job titles of shift workers are as identified in Schedule A attached hereto and made a part hereof.

7. Scheduled Worker

A "Scheduled Worker" is an Employee other than a shift worker or a day worker who works according to a regular schedule of hours at different times of the day and/or on different days of the week as required in the routine conduct of the Company's business, including Saturdays, Sundays, and Holidays. Job titles of scheduled workers are as identified in Schedule A attached hereto and made a part hereof.

8. Relief Operator

A "Relief Operator" is a shift worker who may be assigned to maintenance duty or other designated work during normal daytime periods while not engaged in shift operations.

9. Scheduled Work

"Scheduled Work" is work performed by an Employee during the Employee's customary tours of duty specified in advance as to the particular hours of the day and the particular days of the week that such Employee is expected to be on duty.

10. Rescheduled Work

"Rescheduled Work" is work performed by an Employee after predetermined reassignment of the particular hours of the day and/or particular days of the week that such Employee is expected to be on duty, involving no change in total hours of work per tour of duty or total hours of work per week.

11. Overtime Work

"Overtime Work" is work performed under any of the following conditions:

- a. Work in excess of eight (8) hours per day or forty (40) hours per week except as modified by Article VII, Paragraph 5(a);
- b. Work performed on an Employee's scheduled or rescheduled day of rest;
- c. Time worked during any portion of a Regular Employee's vacation period which the Employee was required to forego to suit the Company's requirements;
- d. Work performed on any day observed as a Company holiday;
- e. Travel time to and from work site in response to an emergency call-out as provided for in Paragraph 16 of this Article VI;
- f. All time worked after the sixty-third (63rd) scheduled and/or rescheduled tour of duty in a thirteen (13) week shift cycle.
- g. In addition to the foregoing provisions of this Paragraph 11, when the Company requires an Employee to work nine (9) consecutive days (excused absence for which pay is granted will be considered as time worked, and for the purpose of this paragraph only, periods of work of four (4) hours or more on a day when the Employee is not scheduled to work, shall be considered as a day of work), none of which is a double time day as defined in Article VI, Paragraph 18, such ninth (9th) consecutive day of work shall be deemed to be an overtime day of work commanding double time pay but notwithstanding any other provision of this Agreement, there shall be no requirement on the part of the Company to provide another day of scheduled or rescheduled work in place thereof. In no case can an Employee qualify for double time pay on two (2) days in any calendar week, except as provided for in Article VIII, Paragraph 4.

12. Basic Weekly Wage

The "Basic Weekly Wage" rate is the forty (40) hour rate assigned to each Regular Employee and except for Employees who are "plus rated" is determined from the Employee's assigned pay group and the applicable Wage Schedule attached hereto and made a part hereof. The basic hourly rate is one-fortieth (1/40th) of the basic weekly rate. The basic hourly rate of a Temporary or Probationary Employee is the minimum hourly rate shown in the applicable Wage Schedule for the Employee's assigned pay group.

13. Average Hourly Rate

The "Average Hourly Rate" is the basic hourly rate plus the half time factor. The half time factor is derived using the standard functionality delivered through the PeopleSoft payroll application for determining the average hourly rate (Fair Labor Standards Act-FLSA).

14. Company Seniority

"Company Seniority" of a Regular Employee is the total length of continuous service (including previous uninterrupted service as a Temporary or Probationary Employee) with the Company and any and all predecessor corporations provided any transfers from one such corporation to another were made while such corporations were part of the system.

15. Prearranged Overtime Work

"Prearranged Overtime Work" is overtime work of which the Employee was notified while at work on a scheduled or rescheduled tour of duty.

16. Call-Out

A "Call-Out" is a communication to an Employee while off duty directing the Employee to proceed immediately to a designated work location to engage in overtime work or to report for such work at a designated time.

17. Payroll Week

The "Payroll Week" is the same as the calendar week and except as provided for in Paragraph 18(d) of this Article VI, an Employee's compensation is determined by the conditions pertaining to each week without regard to any previous or subsequent week.

18. Second Day of Rest

- a. Sunday shall be deemed to be the second day of rest of an Employee who is not scheduled to work such Sunday as part of the Employee's basic forty (40) hour work-week.
- b. Sunday shall be deemed to be the second day of rest of an Employee whose schedule is so changed as to require seven (7) days of scheduled and/or rescheduled work that week.
- c. The last day of the week without scheduled or rescheduled work assignment shall be deemed to be the second day of rest of an Employee who is scheduled or rescheduled for work on Sunday of that week as part of the Employee's basic forty (40) hour work-week.
- d. The day following eight (8) consecutive days of scheduled and/or rescheduled work under the conditions and limitations of paragraph 11(b) of this Article VI.

ARTICLE VII

WORK SCHEDULES AND WAGE PROVISIONS RELATING THERETO

1. Except as otherwise provided in paragraphs 5(a), 5(b), 5(c), and 5(d) of this Article VII, there shall be maintained a basic work-day of eight (8) hours and a basic work-week of forty (40) hours for all Regular and Probationary Employees. Work in excess of forty (40) hours per week will be paid on an overtime basis and, except as provided in paragraph 5(a), work in excess of eight (8) hours a day shall be paid on an overtime basis, except as otherwise provided by Article XXVIII or local agreement.

2. Day Workers

- a. The normal work schedule of Day Workers is as defined in paragraph 5 of Article VI.
- b. A Day Worker may be rescheduled for a period of not less than three (3) days, as to hours of the day, Monday through Friday, for the repair of major equipment or other work of comparable importance which must be continued on a day and night basis or which cannot be performed during normal hours, when the

magnitude of the project is sufficiently great to preclude the possibility of an Employee doing it on an overtime basis in addition to the Employee's usual daytime work. Night work of less than three (3) days duration performed by Day Workers will be on an overtime basis. Day Workers will not be rescheduled during storm emergencies.

- c. If a Day Worker is rescheduled to night work under the preceding clause and the Company does not give the Employee forty-eight (48) hours' notice before the Employee begins work on the revised schedule, the Employee shall be paid for the first rescheduled tour of duty at a rate one and one-half (1 ½) times the Employee's basic hourly rate. On October 1, 2004, subsequent tours of such rescheduled night duty shall be paid for at the basic rate plus a one dollar (\$1.00) per hour night premium. If the Employee receives forty-eight (48) hours notice before the starting time of the first rescheduled night tour, there shall be no premium except the one dollar and (\$1.00) per hour night premium.
- d. When an Employee is returned to their regular daytime schedule with less than forty-eight (48) hours advance notice, the first eight (8) hour tour of such daytime duty shall be paid for at a rate one and one-half (1 ½) times the basic hourly rate.
- e. The premiums for night work and for change of schedule without notice are not payable on days of absence from work.

3. Shift Workers

- a. Shift Workers shall work in accordance with schedules posted from time to time and arranged so far as practicable to suit the convenience of the majority of such Employees. Before posting, such schedules will be discussed with Local Union 97, IBEW on a local basis.
- b. If the sequence of duty periods of a Shift Worker is changed without forty-eight (48) hours' advance notice, the first rescheduled tour of duty shall be paid at a rate one and one-half (1½) times the basic hourly rate. Such premium for change of schedule without advance notice is not payable for days of absence from work.
- c. On October 1, 2004, except as otherwise provided in the preceding subparagraph (b), each Shift Worker who works on the second and third shifts Monday through Saturday or the first shift Saturday shall receive a shift premium of one dollar (\$1.00) per hour and each Shift Worker who works on Sunday shall receive a shift premium of one dollar (\$1.00) per hour. The shift premium will be payable for all time actually worked on such designated shifts within the first forty (40) hours of scheduled work in a work-week.

4. Scheduled Workers

- a. Scheduled Workers shall work in accordance with schedules posted from time to time and arranged so far as practicable to suit the convenience of the majority of such Employees. Before posting, such schedules will be discussed with Local Union 97, IBEW on a local basis.

- b. If the sequence of duty periods of a Scheduled Worker is changed without forty-eight (48) hours' advance notice, the first rescheduled tour of duty shall be paid at a rate one and one-half (1½) times the basic hourly rate. Such premium for change of schedule without advance notice is not payable for days of absence from work.
- c. On October 1, 2004, except as otherwise provided in the preceding subparagraph (b), each Scheduled Worker who works after 6:00 P.M. or before 7:00 A.M. Monday through Saturday or between 7:00 A.M. and 6:00 P.M. on Saturday shall be paid one dollar (\$1.00) more than their basic hourly rate. Each Scheduled Worker who works before 7:00 A.M., after 6:00 P.M. or between 7:00 A.M. and 6:00 P.M. on Sunday shall be paid one dollar (\$1.00) more than the basic hourly rate. The shift premium will be payable for all time actually worked on such designated shifts within the first forty (40) hours of scheduled work in the Employee's work-week.

5. Notwithstanding the provisions of Paragraph 1 of this Article VII

- a. Day Workers whose duties involve outside sales, sales promotional, rights-of-way or claims activities may be required to work irregular hours totaling forty (40) hours per week, Monday through Friday, including evening work without overtime or premium payments. This provision applies only to those job assignments where Employees heretofore have been required to work on this basis.
- b. The existing basic work-week for certain classes of Employees has been established at between thirty-two (32) and forty (40) hours per week and may include work on any six (6) days of the week, including Saturdays, Sundays and holidays. The hours and number of hours may vary from day to day, in accordance with scheduled established in advance. Weekly wages and benefits shall be prorated on a basis of scheduled hours per week.
- c. On October 1, 2004, Scheduled Workers, when scheduled to work on six (6) days of the payroll week as a part of their basic forty (40) hour schedule, will be paid for work performed on such basic forty (40) hour schedules at a shift premium of one dollar (\$1.00) per hour higher than their basic rate. Night and Sunday premiums provided for in this Article VII shall not be paid when the premium provided for in this Item 5(c) is applicable. The premium provided for in this Item 5(c) shall not be paid concurrently with the premium payable because of change of schedule without adequate advance notice and shall not be paid in addition to the overtime rate applicable to work performed on a holiday. Excused absence, including sickness, with pay or idle holiday pay does not disqualify such workers for the shift or schedule premium for hours actually worked.
- d. Straight time will not be paid concurrently on any day or portion thereof for which a premium is paid in accordance with Paragraph 4(a), (b) and (c) of Article VIII of this Agreement.

6. Premiums Not Pyramided; Increases to Premiums

- a. Night and Sunday premiums provided for in this Article VII shall not be paid concurrently with any other premium payable on the same day.
- b. The premiums set forth above in this Article VII will be increased to (i) one dollar and forty seven cents (\$1.47) on the ratification date of this Agreement and further increased to (ii) one dollar and fifty two cents (\$1.52) on January 1, 2006 and to one dollar and fifty seven cents (\$1.57) on April 1, 2007.

7. Welding Certificate/Procedure

Employees who are required to maintain certification in a welding procedure as part of their job will have their basic hourly rate, as determined in accordance with the provisions of Section 12 of Article VI, increased by twenty-five cents (\$.25) per hour for each such certificate/procedure with a maximum of six (6).

8. Work Headquarters

The workday for field workers shall commence and terminate at the assigned operating headquarters, and all travel time between such operating headquarters and field locations shall be considered time worked, except as otherwise provided in Article XXVIII.

9. All authorized work in excess of forty (40) hours will be paid at the overtime rate.

ARTICLE VIII

OVERTIME COMPENSATION

1. Overtime compensation shall not be paid when an Employee fails to report for overtime duty.
2.
 - a. Except as otherwise provided for in Paragraphs 3 and 4 of this Article VIII, the overtime rate shall be one and one-half (1½) times the Employee's average hourly rate as defined in Article VI, paragraph 13.
 - b. Overtime opportunities within required job classifications and appropriate work groups will be shared equally as far as practicable.
3. When an Employee is called upon to work and does work on the Employee's second day of rest as defined in Article VI, Paragraph 18, or on a day deemed to be a double time day as provided for in Article VI, Paragraph 11(g), or in Paragraphs 4(b) and (c) of this Article, and the Employee suffered no reduction in basic pay by reason of unexcused or disciplinary absence that calendar week, the Employee shall be paid at twice their basic rate as defined in Article VI, Paragraph 12. If the Employee's overtime work then continues without interruption into the next calendar day, the double time rate will apply to the Employee's uninterrupted working time until their regularly scheduled tour of duty begins.

4.
 - a. When an Employee is required to work during a period for which rest time would normally be granted in accordance with Article IX, Paragraph D3, of the Agreement, the Employee shall be paid at one and one-half (1½) times their basic rate. On holidays, first and second days of rest and other days not scheduled to work, Employees will be replaced if the job extends more than two (2) hours into what would be the Employee's normal rest period, provided replacements are reasonable available.
 - b. Notwithstanding the provisions of 4(a) above, an Employee who is required to work more than sixteen (16) consecutive hours shall be paid at the double time rate for those hours worked in excess of sixteen (16) consecutive hours. When an Employee is called back to work one and one half (1½) hours or less and reports to the normal work headquarters within one and one-half (1½) hours or less after working to the end of their regular scheduled workday or extension thereof, the Company will bridge this time without pay for the administration of this paragraph only.
 - c. Notwithstanding the provisions of 4(a) above, an Employee recalled after less than eight (8) hours of time off, following sixteen (16) or more consecutive hours of work, shall be paid at the double time rate for the hours worked until the Employee is granted eight (8) consecutive hour of time off.
5. When an Employee is required to report for prearranged overtime work and the duration of such work is less than four (4) hours, the Employee shall be entitled to four (4) hours' pay at the applicable overtime rate. The minimum allowance for time worked shall not apply to a period of overtime work immediately preceding or following a scheduled tour of duty. Such compensation shall be allowed in the event the prearranged overtime work is canceled upon less than twelve (12) hours advance notice.
6. When an Employee is called out under the provisions of Article VI, Paragraph 16, the Employee shall be allowed round trip travel time of eighty (80) minutes at the applicable overtime rate as time worked in addition to compensation at the same overtime rate for all work actually performed at the work site, but no minimum allowance is applicable to such work performed at the work site.
7. When more than eight (8) hours of work is required by the Company on back to back tours of duty on two (2) consecutive calendar days as a part of an Employee's basic forty (40) hour work week, any work beyond eight (8) hours will be paid at time and one-half the basic hourly rate where no other overtime rate applies.
8. Employees assigned work in the territory of another utility company for emergency storm restoration purposes shall receive double-time pay for all work performed. Double-time pay will begin when the Employees leave from the Company's departure location and will cease when Employees return to the Company's departure location. Employees lending assistance to companies affiliated with the Company for emergency storm restoration purposes will receive compensation in accordance with the applicable Articles of the Agreement.

ARTICLE IX

COMPENSATION FOR SCHEDULED TIME NOT WORKED

Effective for all disability periods beginning on or after January 1, 2005 and for any successive disability period beginning on or after April 1, 2005, unless otherwise noted; provided, that the basic benefit formula and benefit amounts contained in Article IX of the labor agreement, dated January 29, 2002, shall remain in effect and be applicable to disability periods prior to January 1, 2005 and for any successive disability period beginning prior to March 31, 2005.

A. Sick Pay and Disability

1. Sick pay allowance is calculated using the base hourly wage and is payable directly by the Company to Regular Employees unless otherwise directed. Eligible Part-Time Employees will be eligible to receive prorated benefits based on their part-time classification as defined in the Memorandum of Agreement for Part-Time Employees.
2. For a temporary non-occupational disability, subject to the limits outlined in Section 4 below and subject to such evidence as may be required and with the approval of the Disability Administrator and Health Services, sick pay benefits will be paid for not longer than 40 hours, or the equivalent of one week's scheduled work, for each completed year of service.
3. For a temporary occupational disability, subject to the limits outlined in Section 4 below and subject to such evidence as may be required and with the approval of the Workers' Compensation Administrator and Health Services, sick pay benefits will be paid for not longer than 80 hours, or the equivalent of two week's scheduled work, for each completed year of service.
4. Limit on amount of benefits - the determination of the number of hours during which salary or wages will be paid for such temporary disability shall be computed at the beginning of each period of absence as follows:
 - a. From the total number of hours of pay to which the Employee is entitled, based on her/his completed years of service to that date, deduct the total number of hours of disability for which the Employee received wages, salary continuation, or disability benefits, during the 52 consecutive week period preceding the Employee's absence. This 52 consecutive week period shall not include absences occurring prior to October 1, 2004.
 - b. The foregoing limit shall be applied separately to:
 - i. Disabilities caused by sickness or non-occupational accident, and
 - ii. Disabilities of an occupational nature.

Both shall not be combined for the purpose of determining the number of hours during which salary or wages may be paid; i.e., an Employee with ten years of service is entitled to a maximum of 400 hours of sick pay for disability of a non-occupational nature as well as 800 hours of pay less Workers' Compensation Benefits for disability of an occupational nature.

5. The Family and Medical Leave Act (FMLA) is accepted by both parties. As such, all sickness absences, including injury and illness of an occupational or non-occupational nature, beyond 3 consecutive work days shall be deemed to be FMLA and subject to all applicable documentation and certification requirements. Failure to provide the required documentation/certification will result in the absence being classified as non-FMLA.
6. No sick pay benefits will be paid beyond three (3) consecutive scheduled work days for periods of disability during which the Employee is not under treatment by a recognized physician or practitioner. For any period in which the Employee fails to provide adequate documentation, the Company may recover sick pay benefits paid.
7. Management may, in its discretion, withhold all or a portion of the payment of wages during periods of disability from Employees who engage in work other than for the Company or its affiliates.
8. With the exception of absences deemed to be covered by FMLA, nothing herein contained will be construed to prevent the Company from placing Employees in a disciplinary status if an Employee's absenteeism record justifies such action.
9. For Employees who have exhausted the sick pay benefits described above and who are not being disciplined for excessive absenteeism, the seven day waiting period under the Long Term Disability plan is waived.
10. Disability benefits shall be those described in Article XX.
11. The Company will pay 100% toward the cost of the Long Term Disability premium effective January 1, 2005 and for the duration of the contract as set forth in Article XX, Section 7.
12. At the later of the expiration of eligible sick pay or 26 weeks of qualifying disability, eligible Employees may be entitled to continued benefits as provided under the Disability Retirement Plan.

B. Coordination of Benefits

1. Company sick pay is fully offset by any and all statutory disability benefits. By mutual agreement, the Company may waive recovery of such benefits.
2. Wages or salary will not be payable whenever the disability of the Employee is the result of an occupational or non-occupational accident which permits the Employee to recover damages from a third party. Pending the outcome of settlement of her/his claim, subject to the limitations set forth in this Section B, Coordination of Benefits, appropriate wages, salary continuation, or disability will be paid on condition that the Employee must reimburse the Company up to the full amount of wages, salary continuation, or disability benefits paid.

3. In the event an Employee is to be paid wages, salary continuation, Long Term Disability benefits, or Disability Retirement benefits for a period of disability arising from an occupational accident for which she/he subsequently receives Workers' Compensation benefits, including but not limited to weekly payments and/or a Schedule Loss of Use award, the Company shall be entitled to reimbursement out of any Workers' Compensation benefit or award of the difference between the total amount received by the Employee (the aggregate of the wages, salary continuation, Long Term Disability benefits, Disability Retirement benefits and the Workers' Compensation benefit or award relating to the disability for which payments were made) and the Employees' normal weekly wages, salary continuation, Long Term Disability benefits or Disability Retirement benefits. In the event the Company does not recover the difference from the Workers' Compensation benefit or award, the Employee will be obligated to provide reimbursement to the Company and may be required to agree in writing as a condition precedent to receipt of wages, salary continuation, Long Term Disability benefits, or Disability Retirement benefits that she or he is required to reimburse the Company any excess for which the Company is entitled to reimbursement under this provision.
 - a. If an Employee with a occupational injury or disease obtains a lump sum settlement, either by way of Section 32 of the Workers' Compensation Law or otherwise, from the Company's insurance company, the benefits to which she/he may be entitled from the Company shall be computed for the period of her/his disability as though she/he were receiving weekly compensation benefits of an amount totaling the lump sum settlement figure spread over the period of disability.
 - b. In any case of a disability resulting from aggravation or relapse of a previous disability for which the Employee has received a Scheduled Loss of Use award or made a lump sum compensation insurance settlement and as the result thereof is ineligible for further Workers' Compensation Benefits, the salary continuation, wages, Long Term Disability benefits, or Disability Retirement benefits payable by the Company shall be computed as though the Employee was receiving such compensation benefits.
4. The Company will be the sole judge as to whether disabilities are for the same or related cause and shall have the right to defer or deny such benefits where, in its opinion the payment of such benefits or any portion thereof would be prejudicial to its rights under any statute providing similar or concurrent benefits for the same disability. Payments herein provided shall be prorated when absence is for partial weeks.
5. If an Employee suffers disability or sickness of more than (7) days duration, all or any portion of which lies within the Employee's vacation period, the Employee shall be eligible to receive the disability benefits herein provided on the same basis as if the Employee had been scheduled to work forty (40) hours Monday through Friday during such vacation period. The Company reserves the right to reschedule the vacation or any part thereof.
6. Employees collecting such sick pay benefits shall receive holiday pay on the same basis as other Employees.

7. The Company will provide Employees, who have received both sick pay and Workers' Compensation benefits:
 - a. Notice of such duplication;
 - b. A reconciliation of the amounts of such over payment; and
 - c. The Company shall have the right to collect any overpayments. Employees will be provided a reasonable opportunity to make repayment arrangements, which in no case will require repayment over a shorter time than the period of time during which the duplication occurred. The Company retains its right to pursue recoupment of overpayments in any alternative way in the event the Employee does not agree to the repayment arrangement or does not honor the repayment arrangement.

C. Health Services

1. Health Services or its designee is responsible for determining when an injured or ill Employee is well enough to return to work. If needed, Health Services or its designee will contact the health care provider, see the patient, and/or arrange for, whatever tests are necessary.
2. All Employees who have been out for more than three consecutive scheduled work days must notify Health Services or its designee before returning to work and obtain proper clearance.

D. Other Scheduled Time Not Worked

1. Bereavement Pay – Employees will be excused with pay for absence on scheduled workdays upon the occasion of a death as follows:

In the event of death of a member of the family of an Employee, the Company will grant time off without loss of normal straight time compensation for all scheduled work days falling within the three-day period next following the date of a death of an immediate family member (spouse, children, parents, parents-in-law, sister or brother, sister or brother-in-law) or relatives living in the Employee's immediate household. For grandparents, grandchildren, aunts, uncles, nieces, nephews, and cousins, one day without loss of pay will be granted if the funeral is held on a scheduled work day. In addition, in situations where burial of any of the relatives mentioned above is required to be postponed until the Spring, an additional day off with pay shall be granted if the burial is scheduled on a scheduled work day.

2. Whenever the Company holds joint conferences with Local Union 97, IBEW, the Employees designated by Local Union 97, IBEW as its official representatives, in numbers deemed necessary to transact the business, will be excused from duty, and will receive straight-time pay (not to exceed eight (8) hours per day) for time lost because of such scheduled meeting provided such time is within the first forty (40) hours of work that week.
3. When, after extended periods of overtime work, it is possible to grant Employees time off for required rest, such rest periods shall not result in loss to Regular full-time or Probationary Employees of wages which would have resulted from previously scheduled work included in their basic forty (40) hour week. The following method is included herein as a rule with respect to rest after extended overtime work not prearranged:

- a. When, after an extended period of overtime work, the Employee is permitted to cease work at least eight (8) hours before their next regular tour of duty, the Employee shall report for work as scheduled:
 - b. When, after an extended period of overtime work, the Employee is permitted to cease work less than eight (8) hours before their next regular tour of duty, no regular work will be required for a minimum of eight (8) hours provided, however, that no Employee shall be required to report for their next regular tour of duty if such eight (8) hour minimum rest period ends within four (4) hours of normal quitting time for their regular scheduled work on that day.
4. Required attendance at meetings pertaining to Company activities, such as first-aid and safety meetings shall be held on Company time.

ARTICLE X

ALLOWANCE FOR MEALS, LODGING AND TRANSPORTATION

1. An Employee shall not be required to make their own arrangements for more than one (1) meal during any tour of duty.
2. A meal stipend to be included in the Employee's paycheck and a one-half (1/2) hour paid meal break will be provided in accordance with Tables I-IV. Continuous overtime hours worked will be used to calculate the stipend from the appropriate table. When the meal break is taken, one-half hour will be allowed at a restaurant with the understanding that a reasonable amount of time will be allowed for travel to a restaurant. Meal breaks will be taken with public safety and customer restoration as the primary considerations.
3. If any meal period or meal periods are missed, only one-half hour period of overtime will be added to actual hours worked.
4. If the Employee is required to continue working when rest time would normally be provided, the stipend will be paid in accordance with Table III.
5. When entitled to a meal period and transportation to obtain the meal is necessary, it will be provided by the Company on Company time. In circumstances where an Employee uses their own vehicle, the Employee will travel on Company time and be reimbursed in accordance with this Article X.
6. When an Employee is called back to work within one and one-half (1½) hours or less and reports to the normal work headquarters within one and one-half (1½) hours or less after working to the end of their regular or overtime tour of duty, the Company will bridge this time for the administration of Article X. This time will be without pay and without credit as time worked. The Employee will be eligible for stipends as outlined in the table in effect when the Employee ended their previous tour.
7. The Company may, at its discretion, provide the meal to be eaten on paid time. If the Company provides a meal, Employees will not be eligible for a meal stipend. Special dietary requirements will be considered.

8. Events in the Company's service territory that are determined by the Company to be a major storm, may require the suspension of the implementation of paragraphs 2-6 for individuals assigned to respond to the storm. The Company considers a major storm to be one that is assigned a unique activity number. In these situations, affected Employees will be reimbursed for the purchase of overtime meals or allowed to charge overtime meals at approved restaurants. The intent is to provide adequate meals to Employees and facilitate service restoration. Meals should be provided at five (5) hour intervals.

Table I. Used for pre-arranged and holdover overtime for scheduled 8, 10, and 12 hour straight time workday.

When the Employee has worked the following overtime hours	Employee receives cumulative stipend as follows	Paid one half hour meal period
1 ½ hours	\$14.00	No
After an additional 3 ½ hours	\$17.00	Yes
Subsequent additional overtime at 5 hour intervals will earn additional \$17 stipends and one half hour paid meal periods.		

Table II. Used for Employees called out in the 5 hours immediately preceding their normal tour of duty and continuing into the normal tour of duty.

When the Employee has worked the following overtime hours	Employee receives cumulative stipend as follows	Paid one half hour meal period
2-5 hours	\$17.00	Yes

Table III. Used for all call outs not covered by Table II.

When the Employee has worked the following overtime hours	Employee receives cumulative stipend as follows	Paid one half hour meal period
5 hours	\$17.00	Yes
Subsequent additional overtime at 5 hour intervals will earn additional \$17 stipends and one half hour paid meal periods.		

Table IV. Used for pre-arranged/scheduled overtime on an Employee's scheduled or rescheduled day off.

When the Employee has worked the following overtime hours	Employee receives cumulative stipend as follows	Paid one half hour meal period
5-8 hours	\$14.00	No
Overtime hours worked beyond those pre-arranged/scheduled will entitle the Employee to stipends and meal periods in accordance with Table I.		

9. Transportation facilities shall be available to field crews when engaged in work away from normal headquarters during inclement weather so they may travel to, obtain and eat a meal. On scheduled days of work and on days of prearranged overtime work when a full hour is allotted as the normal period, such period will be extended as required to permit forty-five (45) minutes of free time at the eating place and any such necessary extension of the one (1) hour meal period shall be compensable as time worked.
10. On any day that an Employee starts from and returns to their normal operating headquarters, the Employee shall be governed by the foregoing provisions of this Article X with respect to meal allowances.
11. Transportation will be furnished on Company time to and from the work site whenever Employees are required to engage in work outside their customarily assigned area but within commuting distance of normal headquarters or such Employees will be reimbursed for travel time and expense on a mileage basis in accordance with Article X, Paragraph 16, based on the shortest route at speeds within the posted limits, except as otherwise provided by Article XXVIII.
12. When Employees are required by the Company to establish temporary residence outside their customarily assigned area, the Company will:
 - a. Provide transportation on Company time or pay compensation in lieu thereof as provided in Paragraph 11 of this Article X for each such assignment or one (1) round trip per week if the assignment continues for two (2) or more successive weeks or portions thereof, and
 - b. Reimburse Employees for all reasonable expenses for meals and lodging during such assignments.
13.
 - a. When groups of Employees are required by the Company to establish temporary residence outside their customarily assigned area, upon mutual agreement between Local Union 97, IBEW and the Company, the Company will discharge its obligation under Paragraph 12 Section (b) of this Article X by granting a per diem allowance in lieu of such reasonable living expenses, which allowance shall be based upon the actual expenses reasonably expected to be incurred by such Employees, having regard to the facilities and accommodation that may be available at the place of temporary residence, to reasonably preserve and maintain the usual and normal living standards of the Employees
 - b. In all such cases the amount of the per diem allowance is to be determined by and between the appropriate representatives of Local Union 97, IBEW and the appropriate representatives of the Company in the area or location where the normal headquarters of the Employee is located and shall apply to all Employees in such group.
 - c. It is understood that no such allowance shall be payable for days or partial days of absence from the temporary work headquarters.

14. The Company shall defray moving expenses whenever Regular Employees are required to move from one territory to another.
15. The provisions of Paragraph 14 of this Article X shall not apply when transfer from one territory to another is arranged in compliance with the request of an Employee, or through the award of a job as provided in the promotional procedures of this Agreement. Neither shall it apply to an Employee who elects to accept employment in another territory to avoid layoff.
16. Whenever Employees are required to use their personally-owned automobile in the conduct of the Company's business, they shall be reimbursed for such use based on mileage rates as announced by the Internal Revenue Service. Any changes to the reimbursement rate will become effective as of the date identified by the Internal Revenue Service.

ARTICLE XI

PROMOTIONS, DEMOTIONS, TRANSFERS, LAYOFFS & REHIRING

1.
 - a. Seniority provisions in each Division shall be as set forth in Appendix A, attached hereto and made a part hereof.
 - b. Company Seniority as defined in Article VI, Paragraph 14, shall be applied to all layoff provisions contained in Appendix A.
2.
 - a. In furtherance of the Company's long term planning program to maintain at all times an adequate supervisory and administrative force, it is agreed between the parties that Employees in numbers equal to one-half (1/2) of one (1) percent of the number of Employees then in the bargaining unit may be designated as supervisory trainees to engage in various types and grades of productive work for the purposes of acquiring the practical experience deemed necessary by the Company for advancement to a management position. Work done by a supervisory trainee, in any job represented by Local Union 97, IBEW shall not exceed that required to become acquainted in general with Company practices and procedures, nor shall it result in the layoff, demotion or transfer of any Employee performing that type and grade of work. In no event will the total tenure of training exceed three (3) years.
 - b. The Company agrees that it will not hire new employees as supervisory trainees if, in its judgment, there are Employees within the bargaining unit who meet all of its requirements for appointment to such positions. The Company shall be the sole judge as to an Employee's qualifications.
 - c. The seniority provisions shall not apply to such Employees.
 - d. Local Union 97, IBEW shall be informed before trainees are hired or assigned and when their work assignments are changed during the training period.

- e. No person shall be hired or employed as a supervisory trainee except by the Vice President- Human Resource Services.
3. When a vacancy occurs or a new job is created outside of the bargaining unit but within the top rate of pay within the bargaining unit, the Company agrees to give notice of existence of such vacancy to Local Union 97, IBEW and its members by making a bulletin board announcement in accordance with the posting practices in the division where the vacancy occurs. During such period, Employees shall have the right to submit applications for the vacancy. Any such newly-titled job will be discussed with the President/Business Manager of Local Union 97, IBEW or designee prior to bulletin board announcement.
4. When an Employee is assigned for one (1) or more days or for an overtime period to a higher grade of work than that specified by their regular classification, their wage rate will be adjusted to suit the conditions for the period of such work. The wage rate applicable to a temporary assignment shall be on the same basis as if the assignment were regular. The upgraded rate will apply on holidays that occur within the upgraded period. The upgraded rate will also apply during vacations that occur within the upgraded period provided that the Employee is upgraded for a minimum of five (5) days within the week immediately preceding the vacation and is upgraded for a minimum period of five (5) days within the week immediately following the vacation. If the upgrading during these two (2) five-day periods is to different pay groups, the vacation pay will be computed at that upgraded rate which is closest to the Employee's regular classification rate. Upon completion of the assignment or upon evidence of inability to perform such assignment, the Employee shall be restored to their former position and wage rate.
5. If an Employee is upgraded four (4) hours or more in a single day, the Employee will be paid eight (8) hours at the upgraded rate. During a specific calendar week, where an Employee has accumulated four (4) hours or more of upgrading, the Employee will be granted eight (8) hours pay at the upgraded rate during that week.
6. Upgradings shall be accumulated for each individual. When one hundred thirty (130) days of such upgrading have been accumulated, the Employee shall thereafter be entitled to the second step of the appropriate pay group in subsequent upgradings. In accumulating the one hundred thirty (130) days, overtime periods of eight (8) or more consecutive hours shall be counted as one day of upgrading. Upgradings to a rate higher than that for the pay group being considered shall be counted.
7. An Employee may, if necessary, be upgraded for three (3) days or less because of an emergency or other urgent situation without regard to the promotion provisions of this Agreement. Except as otherwise determined by mutual agreement, if such upgrading is for more than three (3) days, the promotion provisions, except posting, shall apply.
8. Experience gained during an upgrade shall not be considered for regular promotion to a higher rated job but after promotion to such job it shall be credited toward the time requirements in the higher job, both for the second step and for later promotions to other jobs in the series.
9. Employees on sick leave, retired and receiving disability payments or receiving Workers' Compensation benefits shall have the right to be re-employed into their former position upon providing proper medical documentation satisfactory to the Company that they are physically qualified. An adjusted seniority date for all purposes will be established offsetting the actual days on Disability Retirement. Employees physically unable to

perform their former position will be considered prior to an outside hire to fill vacancies where the duties and responsibilities are within their capabilities documented by proper medical documentation acceptable to the Company.

10. a. The Company shall discuss in advance with the President/Business Manager of Local Union 97, IBEW or designee personnel changes which involve promotions, demotions, transfers, discharges, layoffs, and rehiring of Employees represented by Local Union 97, IBEW. Any other changes made by the Company without discussion with the President/Business Manager of Local Union 97, IBEW or designee shall not be considered final until so discussed. The immediate supervisor shall advise the shop steward promptly of all job awards and other changes affecting Employees in the department.
 - b. The Company in its sole discretion shall have the right to dismiss Part-Time Employees with less than one (1) year continuous service, Temporary and Probationary Employees without regard to the other provisions of this Agreement.
 - c. The President/Business Manager of Local Union 97, IBEW or designee will be promptly informed of the circumstances regarding the termination of a Probationary or Temporary Employee.
11. Procedures outlined in Appendix A are subject to such modifications as may be required to avoid infringement on the reemployment rights of military personnel upon termination of military leave of absence
12. a. While this Agreement is effective, no Regular Employee hired before July 14, 2001 who has ten (10) or more years of continuous service shall be laid off because of lack of work, nor shall their rate of pay be reduced thereby. In the event of a reduction, elimination or reassignment of work, the Company will offer to an eligible Employee affected thereby a job that may then be available anywhere within the Division in which the Employee is then employed, for which they are qualified. It is understood, however, that such job offer to an eligible Employee shall not displace another Employee with ten (10) or more years of continuous service. Employees hired on or after July 14, 2001 will be subject to the same demotion and layoff provisions of Appendix A as currently applied to Employees with less than 10 years of seniority.
 - b. Upon first becoming eligible for the benefits of this clause, and then only, an affected Employee may elect to accept a separation allowance in lieu of the benefits provided for in this clause, in an amount provided for in the Disability Retirement and Separation Allowance Plan and payable as therein provided. However, no separation allowance election will be available where a position in the same job title and at the same pay grade is offered to the Employee within 35 miles of the Employee's current work location or the Employee's residence. Employees initially offered positions within 35 miles in the same job title and at the same pay grade, who are subsequently reassigned to a new work location in the same job title and at the same pay grade, will be given an opportunity to elect separation allowance benefits when the distance of their subsequent reassigned work location is more than 35 miles from both their current residence and their initial residence in the event they have moved.

The acceptance of a separation allowance shall be in lieu of any and all rights and interest of any kind such Employee might have by reason of their employment with the Company, except as may be specifically provided by law or as provided under Company benefit plans in effect at the time of the Employee's separation.

ARTICLE XII

VACATIONS

1. All Employees who have completed less than one (1) year of continuous service on December 31st of the previous year shall, after acquiring regular status, have one (1) day of paid vacation during the current year for each full month of continuous service rendered during the previous year except that such vacation period shall not exceed ten (10) working days with regular basic pay.
2. All Regular Employees who have completed one (1) year or more of continuous service on December 31st of the previous year shall have two (2) weeks vacation during the current year for which eighty (80) hours vacation pay at the basic rate will be allowed.
3. All Regular Employees who have completed six (6) years of continuous service on or before December 31st of the current year shall have three (3) weeks vacation during the current year for which one hundred twenty (120) hours vacation pay at the regular basic rate will be allowed.
4. All Regular Employees who have completed fourteen (14) years or more of continuous service on or before December 31st of the current year shall have four (4) weeks vacation during the current year for which one hundred sixty (160) hours vacation pay at the regular basic rate will be allowed.
5. All Regular Employees who have completed twenty-two (22) years or more of continuous service on or before December 31st of the current year shall have five (5) weeks vacation during the current year for which two hundred (200) hours vacation pay at the regular basic rate will be allowed.
6. All Regular Employees who have completed thirty (30) years or more of continuous service on or before December 31st of the current year shall have six (6) weeks vacation during the current year for which two hundred forty (240) hours vacation pay at the regular basic rate will be allowed.
7. Vacations will, so far as practicable, be granted at the time most desired by Employees, but in order to insure orderly operations the final right to allotment of vacations and the final right to require employees to work in lieu of vacations is exclusively reserved to the Company.
8. Except as otherwise provided in this Article XII, Company Seniority shall prevail in the allotment of vacations.
9. When a day observed as a holiday falls within the vacation period, an extra vacation day will be taken.
10. Increments of one (1) to five (5) days of previous year's vacation may be carried over up to April 30th of the following year. These five (5) carry-over days may be taken in single day increments. If carry-over vacation is taken in single day increments, such days will not have preference over current year vacation selection. Carry-over vacation of a full week (including weeks containing the three (3) scheduled holidays excluding floating holidays) will have preference over scheduling current year's vacation.

11. Vacations are not cumulative except as otherwise provided for in paragraph 10 of this Article XII. Regular Employees who are required by the Company to forego any portion of their vacation period shall receive, in addition to the vacation pay allowance, compensation at the overtime rate for all such vacation time actually worked.
12. In the event that sickness, disability or compensable accident occurs prior to and interferes with the scheduled vacation of an Employee, the vacation will be rescheduled whenever practicable within the calendar year. When vacations are scheduled on a calendar week basis, such vacation will run from midnight Saturday to midnight Saturday. If prolonged disability occurs prior to an Employee's vacation and makes it impossible for the Employee to take such vacation that year, the Employee shall be allowed their normal vacation pay without curtailment of concurrent Group Insurance Plan benefits, workers' compensation benefits or disability pay supplement. Additionally, five (5) days of previous year's vacation may be carried over, at the option of the Company, up to April 30th of the following year as provided in Paragraph 10 of this Article XII. If prolonged disability continues the preceding provisions are applicable.
13. If death occurs in an Employee's immediate family (spouse, children, parents, parents-in-law, sister or brother, sister or brother-in-law) or relatives living in the employees' immediate household or death of the Employee's grandparents, grandchildren, aunts, uncles, nieces, nephews, and cousins occurs during the vacation, such vacation time shall not be considered and these days shall be rescheduled at the request of the Employee whenever practicable within the calendar year.
14. Subject to the limitations of Paragraph 11 of this Article XII, any period of time during which an Employee was on military leave of absence will be considered as time worked in determining their eligibility for a paid vacation during the calendar year in which they return to active employment with the Company and during the calendar year following.
15. Whenever a Regular Employee voluntarily resigns, enters military service, is laid off because of lack of work, is discharged, or is retired, the Employee shall be entitled to their earned vacation, based on their services during the previous year, or pay at the basic rate in lieu thereof. If the Employee leaves the employ of the Company for any of the above-mentioned reasons during a year in which their vacation entitlement changes in accordance with the provisions of Paragraphs 3, 4, 5, or 6 of this Article XII, the Employee shall be entitled to the additional one week of vacation, or pay at the basic rate in lieu thereof. A Regular Employee retired for age, disability, or laid off because of lack of work, will also be entitled to a prorated vacation allowance for time worked during the year in which the Employee is retired or laid off. Comparable benefits shall be paid to the beneficiary of a deceased Employee as named in such Employee's Group Life Insurance policy.
16. Employees requesting approval under the Family and Medical Leave Act (FMLA) will not be required to use their entire vacation entitlement at the beginning of an approved leave, effective January 1, 2002. Vacation need not be used in leave requests of nine weeks or less, or for leaves of an intermittent nature. However, when leaves are requested for a duration of either 10, 11 or 12 weeks, up to one-half of the Employee's remaining vacation weeks will be used during those weeks as appropriate.

ARTICLE XIII

HOLIDAYS

1. The following holidays shall be observed:

New Year's Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Day Before Christmas Day ¹
Labor Day	Christmas Day
	Floating Holiday (3) ²

2. Whenever a holiday falls on a Sunday, it shall be observed on the following Monday, except as noted above.
3. Whenever a holiday falls on a Saturday, it shall be observed on the preceding Friday.
4. Regular and Probationary Employees who are not required to work on a day observed as a holiday shall receive eight (8) hours basic pay for the holiday.
5. Regular and Probationary Employees who are required to work on a day observed as a holiday shall receive eight (8) hours' basic pay for the holiday plus pay at the applicable overtime rate for all work actually performed during the eight (8) hours attributable to the holiday period.
6. Holiday work shall be reduced to a reasonable minimum for scheduled workers and efforts will be made to distribute holiday privileges equitably among such Employees.
7. Shift and Scheduled Workers are allowed two (2) days off per year without pay, to include workers working 8, 10, and 12 hour shifts, to be taken at the Employee's option with proper notification to the Company.
8. Temporary Employees shall not receive compensation for time lost on days observed as holidays. If required to work on any day observed as a holiday they shall receive overtime compensation.

¹ The Day Before Christmas Day will be observed as a full holiday except when Christmas falls on a Saturday, Sunday or Monday. In those calendar years when such occurrence takes place, an additional Floating Holiday will be granted as stipulated above.

² Selection of a Floating Holiday is subject to the same terms and conditions as in Article XII, Paragraph 7. Employees must select such Floating Holiday at the time they make their vacation selection and that the day selected will be a scheduled day of work. Temporary Employees are not eligible for Floating Holidays. Regular and Probationary Employees hired on or after June 1, 1986, must have completed one (1) year of continuous service on December 31st of the previous year to be eligible for the Floating Holidays in the current year.

ARTICLE XIV

WAGE SCHEDULES

1. The relative value of each job shall be as indicated by the pay group number assigned to its specification. Wage rates on a forty (40) hour work-week basis for each pay group shall be as shown on Wage Schedules A, B and C. The following base wage increases are in effect:

April 1, 2011	2.50%
April 1, 2012	2.50%
April 1, 2013	2.50%

2. Probationary Employees shall be paid on an hourly rate basis, such hourly rates being one-fortieth (1/40th) of the basic minimum weekly rates established for the appropriate pay group and the applicable wage schedule.
3. Temporary Employees shall be paid on an hourly rate basis, such hourly rates being one-fortieth (1/40th) of the basic minimum weekly wage rate established for the appropriate pay group and applicable Wage Schedules.
4. As to Regular Employees, the first pay step (minimum rate) shall apply during the first six (6) months in any job or jobs classified in the indicated pay group, except that an Employee promoted to a higher rated job shall be advanced to the second pay step (maximum rate) if their former rate was equal to or in excess of the first step rate applicable to their new job assignment.
5. Advancement to the second pay step shall not be granted to an Employee while on sick leave or other leave of absence. If a civilian leave of absence is granted for thirty (30) or more calendar days, the maximum rate shall be postponed for a corresponding interval of time. Anniversary adjustments shall always be made effective on the Sunday nearest the readjustment date.
6. No Regular or Probationary Employee shall suffer any reduction in basic wage rate during the term of this Agreement while the Employee continues to perform the same type and grade of work as that performed by the Employee on October 1, 2004.
7. The National Grid Goals Program is implemented for Local Union 97, IBEW at a target bonus percents of 3.5%. Actual bonus percents are contingent on satisfying financial, operational and individual goals. The waiver of the requirement for an Individual Performance Appraisal rating above "Improvement Needed" will be extended through the bonus period of Fiscal Year 2014. Bonuses, if earned, are payable annually within 75 days of the close of the Company's fiscal year. The bonus percent earned is to be applied to eligible earnings which are made up of base pay, overtime and premiums. It is understood that the entire National Grid Goals Program, including, but not limited to the continuation or termination of the program, the determination of goals, the definition of targets, the measurement of results and the determination of outcomes is at the sole discretion of the Company

ARTICLE XV

SAFETY

1.
 - a. 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 Local Union 97, IBEW and to consider recommendations and suggestions of Local Union 97, IBEW regarding existing and proposed safety rules.
 - b. Before new safety rules are adopted, they shall be subject to full discussion with Local Union 97, IBEW.
 - c. It is understood that Local Union 97, IBEW may advance recommendations and suggestions regarding existing and proposed safety rules and the Company agrees to bargain with Local Union 97, IBEW concerning them.
 - d. When an Employee who is a member of Local Union 97, IBEW is charged with a violation of the Accident Prevention Rules of the Company, the facts and circumstances involved will be discussed and reviewed with the President/Business Manager or designee and the Steward in the work group before any disciplinary action involving loss of pay is taken.
2. A copy of each report of an accident involving an Employee in the bargaining unit which results in lost time or requires medical attention by a physician will be furnished by the Safety Department to the President/Business Manager of Local Union 97, IBEW or designee.
3. The parties hereto agree that the safety rules, as prescribed from time to time by the Company, or by any law (and regulations there under) applicable to the territory covered by this Agreement, shall be strictly adhered to by the Employees and by the Company. First-aid kits shall be placed in all headquarters, substations and in all trucks. The Company shall provide protective devices and other equipment, such as rubber blankets, rubber gloves, and rain gear deemed necessary in accordance with good operating practices properly to protect Employees from injury.
4. Employees in line, maintenance and distribution departments shall not be required to work outdoors in inclement weather except in cases of emergency or as provided by Article XXVI and Article XXVIII. The chief in charge of the field crew shall be the judge as to what constitutes inclement weather.
5. At all times, except during extreme emergencies, the following rules shall apply:
 - a. Not less than two (2) qualified personnel shall work together on energized overhead distribution primaries and shall not be separated from each other by a distance greater than a single span length.
 - b. When installing or removing grounds on transmission lines, not less than two (2) qualified personnel shall work together in the immediate proximity of the structure upon which the work is being performed.
6. Active, full-time Regular Employees, or those Employees required by the Company to wear safety eye glasses, will be considered eligible Employees for the Prescription Safety Eye Glasses Program.

ARTICLE XVI

DISCIPLINARY ACTION

1. When an Employee who is a member of Local Union 97, IBEW is charged with a violation of Company rules or procedures, the facts and circumstances involved will be discussed and reviewed with the appropriate Local Union 97, IBEW representatives before any disciplinary action involving loss of pay is taken. For the purposes of this Article, the appropriate Local Union 97, IBEW representatives shall be the President/Business Manager of Local Union 97, IBEW or designee, and the Steward in the work group.
2. A suspended Employee shall have the right to contact the President/Business Manager of Local Union 97, IBEW or designee prior to leaving Company premises.
3. When it appears necessary to resort to disciplinary action, there shall be a prompt investigation and prompt notification of the results of the investigation to the Employee and Local Union 97, IBEW.

ARTICLE XVII

LINE MECHANIC-HOT STICK JOB CLASSIFICATION

1. Upon the agreement of Local Union 97, IBEW that the installation of a job classification of Line Mechanic-Hot Stick, paid in accordance with the Wage Schedules contained in this Agreement, could not and would not be used as the basis upon which to claim that inequities were created as to other jobs in the P & M and TOC Manuals, the following understanding was reached:
 - a. The job classification entitled Line Mechanic-Hot Stick, paid in accordance with the Wage Schedules contained in this Agreement, would be included in the P & M Manual.
 - b. That said classification would be used in such locations and to such extent as the Company deemed necessary for the proper and adequate performance of its work.
 - c. Employees for the classification would be chosen on the basis of the provisions of the Agreement.
 - d. Employees to be entitled to be so classified must have successfully completed the Company-prescribed training and have qualified in the use of a complete set of hot line tools.
 - e. That qualifications for the job require a minimum of two (2) years as a Line Mechanic C.
 - f. That Employees so classified, when not performing hot line work, would be required to perform all the duties of a Line Mechanic C.

2. Upon the proposal of Local Union 97, IBEW to expand the use of the Line Mechanic-Hot Stick job classification and the determination of the Company that its future needs in the Electric Line Department will require all eligible Line Mechanic C's to be experienced and qualified to use hot stick equipment. It is further understood between the parties that in the future all line mechanics, after completing two (2) years of service as Line Mechanic C, will be required to take such basic training in the use of hot stick equipment and, upon successfully completing such training, will be classified as Line Mechanic-Hot Stick.
3. The four-person line crew cannot be reformed until further mutual agreement between the Company and Local Union 97, IBEW has been reached.

ARTICLE XVIII

WORK PROJECTS

For the information of the Local Union 97, IBEW, the Company will, at least once a year, furnish and discuss a list of all contemplated work projects as they specifically apply to Local Union 97, IBEW which are of sufficient magnitude to have an appreciable effect on labor requirements; but the Company in its uncontrolled discretion reserves the right to modify, expand or cancel any such projects at any time.

ARTICLE XIX

USE OF BULLETIN BOARDS

It is agreed that Local Union 97, IBEW may make reasonable use of the Company's bulletin boards for the purpose of posting notices with regard to meetings or matters of special interest to the Employees.

ARTICLE XX

EMPLOYEE BENEFITS

1. During the term of the Agreement, the Company will maintain the type of benefits listed below under existing terms and provisions determined effective October 1, 2004, but only to the extent such existing terms specifically relate to represented Employees' benefit formulas, contribution amounts or schedules, prescribed health and welfare benefit levels, and/or types of health care delivery options as described in the Summary Plan Descriptions booklet. Otherwise, the Company maintains sole discretion to manage and administer all benefits which includes all matters related to the delivery of benefits, the process and instructions for enrolling, dis-enrolling, or changing options, all aspects of communications regarding content, format, production, and distribution of information including Summary Plan Descriptions and Plan Documents, the selection of insurers, trustees or administrators (except for POS plans), the development of plan costs and prices, the funding of benefits, the management of investments and the process and procedures for benefit processing, which shall include, without limitation, the following plans and benefits:

- a. Medical Plan
 - b. Dental Plan
 - c. Life Insurance Plan
 - d. Post-retirement Medical and Life Plan
 - e. Disability Plan
 - f. Disability Retirement Plan
 - g. Incentive Thrift Plan
 - h. Pension Plan
 - i. Health-Care Spending Account
 - j. Dependent Care Assistance Plan
 - k. Long-Term Care
 - l. Educational Reimbursement
 - m. Child Adoption Benefit
 - n. Employee Stock Purchase Plan – EDO
2. In the event some form of national health insurance becomes effective during the term of this agreement, the Company agrees that it will continue to provide the current level of Medical Care Plan coverage and that such Plan benefits will be integrated in a manner similar to the present integration with Medicare benefits. Before implementing such integration, its impact will be discussed with Local Union 97, IBEW.

3. Medical Plan

- a. Changes are effective January 1, 2005 unless otherwise noted.
- b. Eligibility – Regular full time and Part-Time Employees working at least 20 hours per week and Probationary Employees are eligible to participate in the plan effective with the first day of the month following their hire date unless the hire date is the first workday of the month in which case coverage begins on their hire date. For eligible Part-Time Employees, Company contributions, if applicable, are prorated to the Employee's work schedule as described in the Memorandum on Part-Time Employees. Coverage ends on the last day of the month during which employment terminates.
- c. Plan Description – Two medical programs will be offered; a Preferred Provider Option (PPO) and a Point of Service plan (POS). All medical benefits to be provided pursuant to these plans are as described below, and as more fully described in the plan's summary plan description.

i. Preferred Provider Option – “90/10 option”

1. Company contribution – 75% through 2014. The plan price tag will reflect Local Union 97, IBEW experience only and is not subject to retrospective reconciliation or “true-up”. Employee contributions will be withheld on a pretax basis to the extent permitted by applicable rules, regulations and provisions.
2. In and Out-of-Network combined benefits
 - a. Annual deductible \$150/\$400
 - b. Coinsurance 10%
 - c. Annual out-of-pocket maximum \$1200/\$2400
 - d. No limit lifetime maximum
3. Prescription drugs 30-day pharmacy
 - a. Generic: 20% coinsurance, \$5 minimum, \$15 maximum
 - b. Brand: 20% coinsurance, \$5 minimum, \$15 maximum
 - c. Open Formulary – contraceptives excluded unless medically necessary
4. Eye Exam – one exam per person every 24 months

ii. Point of Service plan (POS)

1. Company contribution – 80%
 - a. The plan price tag will reflect IBEW Local Union 97 experience only and is not subject to retrospective reconciliation or “true-up”. Employee contributions will be withheld on a pretax basis to the extent permitted by applicable rules, regulations and provisions.
2. Medical office visit co-pay \$10 PCP, \$15 Specialist
3. Prescription drugs – 30-day pharmacy
 - a. Generic: 20% coinsurance, \$5 minimum, \$15 maximum
 - b. Brand: 20% coinsurance, \$5 minimum, \$15 maximum
 - c. Open Formulary – contraceptives excluded unless medically necessary
- 3A. Prescription drugs 90 day mail order maintenance
 - a. Generic: \$5.00
 - b. Brand: \$15.00
 - c. Open Formulary – contraceptives excluded unless medically necessary

4. In-network infertility out-of-pocket maximum - \$500/\$1000
 - a. Infertility
 - b. Assisted Reproductive Technology
 - c. Family Planning

5. Out of Network benefits
 - a. Annual deductible \$250/\$500
 - b. Coinsurance 20%
 - c. Annual out-of-pocket maximum \$1250/\$2500
 - d. Lifetime benefit maximum \$1 million

6. Optical Benefits – Allowance for one pair of eyeglasses or contacts, not both, once per year, combined in/out-of-network. Sunglasses and deluxe options not covered
 - a. Standard Lenses & Frames in-network – 100%
 - b. Contact Lenses in-network – up to \$60/year
 - c. Transition Lenses – in-network – up to standard lens allowance after co-pay
 - d. Single vision lenses, frames – out-of-network - \$60/year
 - e. Bifocal lenses – out-of-network - \$80/year
 - f. Trifocal lenses – out-of-network - \$106/year
 - g. Contact lenses – out-of-network - \$60/year
 - h. Transition Lenses – out-of-network – up to standard allowance \$60, \$80, \$106
 - i. Eye Exam – one exam per person per year, in-network \$10, out-of-network amounts in excess of \$30, deductible does not apply

- iii. **Opt-Out** - \$11.54 week, \$600.08 year

- iv. **Mental Health Only benefit**
 1. In the event an eligible Employee elects to opt-out of medical, the Employee only will be enrolled in the Mental Health Only benefit at no contribution cost, provided the Employee is not a covered dependent under a National Grid medical plan. Benefit coverage is in accordance with the coverage available under the medical programs:
 - a. In-network, Inpatient benefits
 - i. Mental Health 100% unlimited days
 - ii. Substance Abuse 100% each course of treatment

- b. In-network, Outpatient benefits, subject to \$1000 out-of-pocket maximum/year
 - i. Visit(s) 1 – 10, 100%
 - ii. Visits 11 – 20, 90%
 - iii. Visits 21+, 80%
 - iv. Substance Abuse 100% each course of treatment
- c. Out-of-Network, Inpatient benefits (notification requirements must be met)
 - i. 70% R&C, 120-day limit per calendar year
- d. Out-of-Network, Outpatient benefits
 - i. 70% R&C visit(s) 1- 10 Mental Health per calendar year
 - ii. 70% R&C visits 1 – 10 Substance Abuse per calendar year
- v. Effective January 1, 2011, eligible dependent coverage will be in accordance with the Patient Protection and Affordable Care Act.

4. Dental Plan

- a. Changes are effective January 1, 2005 unless otherwise noted.
- b. Eligibility – Regular full time and Part-Time Employees working at least 20 hours per week and Probationary Employees are eligible to participate in the plan effective with the first day of the month following their hire date unless the hire date is the first workday of the month in which case coverage, if elected, begins on the hire date. For eligible Part-Time Employees, Company contributions, if applicable, are prorated to the Employee's work schedule as described in the Memorandum on Part-Time Employees. Coverage ends on the last day of the month during which employment terminates.
- c. Plan description – One dental plan will be offered as described below, and as described more fully in the summary plan description.
 - i. Company contribution
 - 1. With medical PPO - 75% through 2014. With medical POS or Opt-out - 80%. The plan price tag will reflect Local Union 97, IBEW experience only and is not subject to retrospective reconciliation or "true-up". Employee contributions will be withheld on a pretax basis to the extent permitted by applicable rules, regulations and provisions.
 - ii. Coverage levels
 - 1. Preventive (Type I) 100%
 - 2. Basic (Type II) 80%
 - 3. Major (Type III) 60%

- iii. Annual deductible \$50 per person applies to Type II and III
- iv. Annual benefit maximum \$1500 Type I and II combined, \$2000 Type III
- v. Effective January 1, 2007, eligible dependent coverage to age 19, eligible full-time student to age 25, eligible handicapped dependent provided the handicapped status is determined on or before age 19. Eligible non-handicapped dependents between the age of 19 and 21 as of December 31, 2006 are eligible for up to one additional year of coverage terminating at the earlier of age 21 or December 31, 2007.
- vi. Orthodontia, 100%
 - 1. Lifetime maximum \$1800

5. Life Insurance Plan

- a. Changes are effective January 1, 2005 unless otherwise noted.
- b. Eligibility - Regular full time and Part-Time Employees working at least 20 hours per week and Probationary Employees are eligible to participate in the plan effective with the first day of the month following their hire date unless the hire date is the first workday of the month in which case coverage begins on the hire date. For eligible Part-Time Employees, Company contributions, if applicable, are prorated to the Employee's work schedule classification as described in the Memorandum on Part-Time Employees. Coverage ends 31 days following date of termination.
- c. Plan Description – Life insurance programs as described below, and as described more fully in the summary plan description.
 - i. Basic Life Insurance
 - 1. Company contribution – 100% (fully company paid)
 - 2. Coverage level – Plan A – 1.5 x annual base pay, hired before October 1, 1984
 - 3. Coverage level – Plan B – 2.5 x annual base pay
 - ii. Accidental Death and Dismemberment
 - 1. Company contribution – 100% (fully Company paid)
 - 2. Coverage levels
 - a. 24-hour non-occupational
 - i. 1 x base pay plus \$5,000 to maximum of \$25,000
 - b. Occupational
 - i. 6 x base pay to maximum of \$600,000

iii. Business Travel Accident

1. Company contribution – 100% (fully Company paid)
2. Coverage level
 - a. Six times base pay to maximum of \$300,000
 - b. Plus miscellaneous dismemberment benefits

iv. Optional Life Insurance

1. Company contribution – 0% (fully Employee paid), post-tax
2. Coverage levels
 - a. Employee
 - i. 1-5 x annual base, annual 1x buy-up from 1 – 3 x no exam, otherwise, medical questions/ exam required
 - b. Employee Accidental Death and Dismemberment
 - i. 1-3 x annual base
 - c. Spouse
 - i. \$25,000 or \$50,000
 - d. Dependents
 - i. \$2,500 or \$4,000 or \$10,000

6. Post-Retirement Medical and Life Insurance

a. Changes are effective October 1, 2004, unless otherwise stated

b. Medical Benefits

i. Eligibility

1. Eligible Employees who as of their retirement date have attained age 55 with 10 years of service after age 45 are eligible for post-retirement medical insurance as described below and by the terms of the applicable plans. Part-Time Employees who meet the eligibility requirements for active medical and at retirement, meet the criteria described herein, are eligible for post retirement medical on a prorated basis based on the Employee's work schedule in effect at retirement.

ii. Plan description

1. At retirement, eligible retirees will continue to participate in medical plans identical to those that are offered to active Employees and as modified for active Employees subsequent to their retirement date.

iii. Contributions - At retirement, eligible retirees and eligible beneficiaries will share in the cost of medical benefits by paying the following amounts:

1. Prior to Medicare eligibility, no more than the percentage contribution being made by active Employees in the most heavily enrolled active plan toward the then current total plan cost applicable to active Employees for the plan in which the retiree is enrolled and escalating over time as those costs change for active Employees through the retiree's Medicare eligibility date. Upon and following Medicare eligibility, no more than 5% more than the pre-Medicare contribution percentage described above of the then current total cost for post Medicare coverage and escalating over time as those costs change year to year. For the post-Medicare period, the plan price tag reflects the cost for all IBEW Local Union 97 post-Medicare retirees and is not subject to retrospective reconciliation or "true-up".
2. Post-retirement Medical for employees hired after ratification of this Agreement and current employees not in the "transition group".
 - a. Changes are effective October 1, 2009.
 - b. For Current employees, not in the "transition group":

Eligibility	No change
Pre – 65 plans	Active employee plans
Pre – 65 contribution	Current contribution rules from CBA
Post – 65 plan	Medicare Supplement
Post – 65 contribution	Current contribution rules from CBA

c. For New Hires on or after ratification of this Agreement:

Eligibility	Age 60 or older with 85 points or Age 61 with 10 years service
Pre – 65 plans	Active employee plans
Pre – 65 contribution	Company contributes 2.67% per year of service to a maximum of 80%
Post – 65 plan	Medicare Supplement
Post – 65 contribution	Company contributes \$4.50 per month per year of service (\$9.00 if married)

d. Life Insurance Benefits

- i. Eligibility – Eligible Employees who were hired prior to October 1, 2004 and as of their retirement date have attained age 55 with 10 years of service after age 45 are eligible for post-retirement life insurance as described below and by the terms of the applicable plans. Part-Time Employees who meet the eligibility requirements for active life insurance and at retirement, meet the criteria described herein, are eligible for post-retirement life insurance on a prorated basis based on the Employee's

work schedule in effect at retirement. Employees, whether full-time or part-time who are hired on or after October 1, 2004, will not be eligible for post-retirement life insurance.

ii. Plan description

1. Plan A – One and one half times annual base pay begins to reduce on the January 1 or July 1 following the retiree's 65th birthday or the Employee's 65th birthday if the Employee is still working, 10% per year until it has been reduced to 50%.
2. Plan B – Coverage reduces to \$10,000 at the later of reaching age 60 or the Employee's retirement date.

iii. Contributions - Eligible retirees are not required to contribute to post-retirement life insurance coverage.

7. Disability Plan

- a. Changes are effective for disabilities incurred on or after January 1, 2005, or a successive disability incurred on or after April 1, 2005, unless otherwise noted.
- b. Eligibility – Regular full time and Part-Time Employees working at least 20 hours per week and Probationary Employees are eligible to participate in the plan effective as of the first of the month following six full calendar months of employment. Coverage ends on the date employment terminates.
- c. Plan description – 100% - 60% sick pay plan will be offered to provide disability income benefits to eligible Employees as described below, and as more fully described in the plan's summary plan description. For eligible Part-Time Employees, coverage is prorated to the Employee's work schedule classification as described in the Memorandum on Part-Time Employees.

i. Coverage level

1. Following the later of expiration of eligible sick pay or on the 8th day of eligible disability, 60% of pre-disability base pay

ii. Duration

1. As long as disabled up to a maximum of 26 weeks when combined with eligible sick pay.

iii. Disability definition – own occupation

iv. Coordination of Benefits – benefits offset

1. All statutory benefits
2. Workers' Compensation benefits
3. Any benefits under a group insurance plan or government retirement system
4. Social Security
5. Sick Pay or other Company benefits
6. Disability Retirement Benefits

8. Disability Retirement

- a. Eligibility – Regular full time and Part-Time Employees working at least 20 hours per week. Eligible Part-Time Employees are eligible to participate for qualifying disability incurred on or after January 1, 2005 at an amount prorated based on their work schedule classification as described in the Memorandum on Part-Time Employees.
- b. Plan Description - The Disability Retirement Plan will continue to be offered as described below and as described more fully in the summary plan description.
 - i. If an eligible Employee's age and years of continuous service equal 60 or more as determined at the Disability Retirement Date, and the Employee became a Regular Full-Time or Part-Time Employee before age 50, the Employee will be eligible to receive benefits until the earlier of age 65, the date disability ends, or the end of the month in which the Employee's death occurs.
 - ii. If the eligible Employee's age and years of continuous service is less than 60 as determined at the Employee's Disability Retirement Date or the Employee was hired at age 50 or after, the Employee will be eligible to receive benefits until the earlier of the end of the Limited Disability benefit period, the date disability ends, or the end of the month in which the Employee's death occurs.
 - iii. If the disability is job-related, benefits received under the Disability Retirement Plan will be reduced by any workers' compensation benefit, award, or lump sum settlement that the Employee is entitled to receive. If the Employee receives a lump sum settlement, either by way of Section 32 of the Worker's Compensation Law or otherwise, the offset to the disability retirement benefit will be computed for the period of her/his disability as though she/he were receiving weekly compensation benefits of an amount totaling the lump sum figure spread over the period of disability.

9. Incentive Thrift Plan

- a. Changes are effective January 1, 2005 unless otherwise noted.
- b. Eligibility – Regular full time and Part-Time Employees working at least 20 hours per week and Probationary Employees are eligible to participate through Employee contributions immediately upon employment. Eligibility for the company matching contribution commences after one calendar year of service.
- c. Plan description – A 401(k) plan will be offered providing pre-tax and post-tax contribution opportunities, multiple investment fund options, loans, withdrawals and distributions consistent with IRS regulations and company procedures as they may change from time to time and as more fully described in the plan's Summary Plan Description. An employer match will be offered to eligible participants with greater than one year of service in an amount specified below. Ongoing matching contributions are made in weeks during which a participant has contributions. A year-end true-up match will be provided to ensure that the total match for which an Employee is eligible is made to the plan account taking into account all Employee contributions throughout the year.

- i. Company match applies to eligible contributions and is calculated at 50% of up to the first 6% of eligible contributions.
- ii. Represented Employees eligible for disability retirement benefits will continue to be eligible as provided under the terms of the Disability Retirement Plan. Eligible Employees will have access to their benefits under the cash balance plan at the conclusion of their limited disability retirement benefits, or age 65 if eligible for lifetime disability benefits as provided under the terms of the applicable plans.
- iii. Eligible Employees will have access to benefits provided under the cash balance plan at the conclusion of any separation allowance benefits for which they may be eligible and receiving as provided under the terms of the applicable plans.

10. Pension Plan

- a. Changes are effective January 1, 2005 unless otherwise noted.
- b. Eligibility – Regular full time and Part-Time Employees working at least 20 hours per week and Probationary Employees are eligible to participate in the plan immediately upon employment.
- c. Plan description – The Cash Balance Pension Plan will be offered as described in the plan’s Summary Plan Description.
 - i. Company contribution - 100%
 - ii. Pay credits – calculated on a weekly basis and applied to Employee accounts monthly. Changes in pay credits will become effective January 1 of the year in which eligible Employees reach the threshold years of service required to advance to the next higher bracket.

Years of Service	Pay Credits
0-4	4% of base wages
5-9	5% of base wages
10-14	6% of base wages
15-19	7% of base wages
20 or more	8% of base wages

In addition to the amounts described above, effective January 1, 2005, a one-time supplemental allocation of credits averaging \$4,000 will be made to the account of each eligible Employee who was an eligible participant in the plan as of September 30, 2004 and actively employed on January 1, 2005 by a means to be determined by mutual agreement and in accordance with all applicable regulations, rules and provisions. If such agreement cannot be reached by December 15, 2004, then the one-time supplemental allocation of credits will be made in the amount of \$4,000 per eligible Employee who was an eligible participant in the plan as of September 30, 2004 and actively employed on January 1, 2005.

- iii. Cash Balance - Supplemental pay credits by Birth Year as outlined and temporary supplemental annuity. Eligibility; employees not in the “transition group”, as set forth in the Pension Plan and hired prior to July 1, 1998. Changes are effective October 1, 2009

Supplemental Pay Credits

Birth Year	Add On	Additional Supplemental Table
1954	13.1%	Table A
1955	11.3%	Table A
1956	9.7%	Table A
1957	8.4%	Table B
1958	7.0%	Table B
1959	6.1%	Table B
1960	5.3%	Table B
1961	4.5%	Table C
1962	3.8%	Table C
1963	3.0%	Table C
1964	2.2%	Table C
1965	1.4%	Table C
1966	0.7%	Table C
1967	0.0%	Table C
1968	0.0%	Table C
1969	0.0%	Table C
1970	0.0%	Table C
1971	0.0%	Table C
1972	0.0%	Table C
1973	0.0%	Table D
1974	0.0%	Table D
1975	0.0%	Table D
1976	0.0%	Table D
1977	0.0%	Table D

Temporary Supplemental Annuity

Age	Table A	Table B	Table C	Table D
55	400	400	1600	1000
56	500	600	1700	1000
57	600	900	1800	1000
58	600	1100	1900	1000
59	700	1500	2000	1000
60	700	2000	2000	1000
61	800	2000	2000	1000
62	900	2000	2000	1000
63	1000	2000	2000	1000
64	1000	2000	2000	1000

- iv. Interest credits: Your account will also grow with monthly interest credits, based on an annual interest rate that is reset each January 1. Your interest credits for a month are based on your account balance at the end of the prior month. For represented Participants, this rate is set each calendar year based upon a blend of the daily average interest rate on the 30-year U.S. Treasury securities from the preceding September and the Treasury reported third segment corporate bond rate for the preceding September. Effective for Pension Plan Years beginning January 1, 2012, the rate will be based solely on the third segment corporate bond rate for the preceding September.

v. Transition Group – Members of the Transition Group defined here will receive the larger of the Cash Balance Plan benefit or the benefit under the current final average pay formula as currently provided under the Niagara Mohawk Pension Plan. The Transition group includes eligible represented Employees who were a) actively employed and age 40 with 10 or more years of service as of July 1, 1998, or b) were actively employed on both December 31, 1998 and May 31, 2001 and as of December 31, 1998 had i) 5 or more years of service and ii) a total of 50 points based on whole years of age and whole years of service. Also included in the Transition Group are eligible represented disability retirees who returned to active employment by May 31, 2001 and who had 50 points with 5 years of service or more as of December 31, 1998. Any returning Employees described in the preceding sentence must work at least one continuous year to be eligible for the transition group benefit.

vi. Covered Earnings –

January 1, 2010 – December 31, 2010	\$34,012
January 1, 2011 – December 31, 2011	\$36,733
January 1, 2012 – December 31, 2012	\$39,671
January 1, 2013 – December 31, 2013	\$42,845

Commencing in 2008, the amount specified for 2007 (\$27,000), will increase annually and cumulatively at the rate of 8%, but not to exceed the applicable government limitation.

- vii. Mandatory Lump Sums – The plan shall make mandatory lump sum distributions in accordance with maximum regulatory provisions.
- viii. Optional Forms of Payment – Effective July 1, 2005, the reduction factors for optional forms of payment (spousal annuities) are revised to the factors required to maintain actuarial equivalence under applicable Federal regulation and will be revised automatically in the future to maintain such compliance.
- ix. Workers’ Compensation Offset – Workers’ Compensation benefits will be an offset to both annuity and lump sum pension benefits.
- x. Benefits may be elected to be paid in a combination of lump sum and annuity in 25% increments effective as soon as practical.
- xi. For Employees hired subsequent to May 31, 1949, the maximum Credited Service in the Niagara Mohawk Pension Plan and the Disability Retirement Plan and Separation Allowance Plan is increased to 40 years.
- xii. The Niagara Mohawk Pension Plan was amended effective May 1, 1996 to provide for 100% retirement benefits for eligible Employees whose age and years of service equal 86 points and meet the minimum requirements of 55 years of age and 10 years of service.

11. Health Care Spending Account

- a. Changes are effective January 1, 2005 unless otherwise noted.
- b. Eligibility - Regular full time and Part-Time Employees working at least 20 hours per week and Probationary Employees are eligible to participate immediately upon employment.
- c. Plan description - A health-care spending account will be offered through which Employees may make voluntary pre-tax contributions up to \$3000 per year [minimum \$100]. Unused funds at the close of each plan year are subject to IRS use-it-or-lose-it provisions. Reimbursement of up to the full amount of the annual pledge may be received at any time in the plan year for eligible services and expenses.

12. Dependent Care Assistance Plan

- a. Changes are effective January 1, 2005 unless otherwise noted.
- b. Eligibility - Regular full time and Part-Time Employees working at least 20 hours per week and Probationary Employees are eligible to participate immediately upon employment.
- c. Plan description - A dependent care reimbursement account will be offered through which Employees may make voluntary pre-tax contributions up to the lesser of \$5,000 per year or the amount permitted under the applicable government limitation. Unused funds at the close of each plan year are forfeited. Reimbursement during the year is limited to amounts already contributed at the time reimbursement is requested. In addition, a dependent care resource and referral service will be provided at no cost to Employees.

13. Long Term Care

- a. Changes are effective January 1, 2005 unless otherwise noted.
- b. Eligibility - Regular full time and Part-Time Employees working at least 20 hours per week and Probationary Employees are eligible to participate immediately upon employment.
- c. Plan Description - A long-term care insurance plan will be made available on a voluntary Employee pay all basis.

14. Educational Reimbursement

- a. Changes are effective January 1, 2005 unless otherwise noted.
- b. Eligibility - Regular full time and Part-Time Employees working at least 20 hours per week and Probationary Employees are eligible to participate upon completion of one year of employment. For eligible Part-Time Employees, the reimbursement rate is prorated to the Employee's work schedule classification as described in the Memorandum on Part-Time Employees.

- c. Plan Description - An IRS code 127 plan will be offered through which Employees will receive 90 percent of qualifying tuition, books and fees paid in advance subject to successful completion for eligible courses as described in the summary plan description. Eligible courses required by an Employee's job specification or ICS courses required by the Training Department will be reimbursed at 100%.

15. Child Adoption Benefit

- a. Changes are effective January 1, 2005 unless otherwise noted.
- b. Eligibility – Regular full time Employees and Part-Time Employees working at least 20 hours per week and Probationary Employees are eligible to participate immediately upon employment. For eligible Part-Time Employees, Company payments are prorated to the Employee's work schedule classification as described in the Memorandum on Part-Time Employees.
- c. Plan Description - \$4000 per qualified finalized adoption regardless of number of children adopted simultaneously.

16. Leave of Absence

- a. For leaves of absence on or after January 1, 2005 unless otherwise noted.
- b. In the event an eligible Employee is approved for an unpaid leave of absence, benefits may continue and contributions are required as shown below:

i. FMLA

<u>Benefits</u>	<u>Contribution Required</u>
Medical	Active Employee Cost
Dental	Active Employee Cost
Basic Life	No cost for up to first 5 weeks, then full cost
Spending Accounts	Participation Suspended
Opt-out	Participation Suspended
Optional Life and AD&D	Direct billed by carrier
Disability Coverage	Active Employee cost for first 5 weeks, then coverage ends
401(k)	Participation Suspended
Pension	Break in service rules apply

ii. Civilian Leave

<u>Benefits</u>	<u>Contribution Required</u>
Medical	Full Cost
Dental	Full Cost
Basic Life	Full Cost
Spending Accounts	Participation Suspended
Opt-out	Participation Suspended
Optional Life and AD&D	Direct billed by carrier
Disability Coverage	No Coverage
401(k)	Participation Suspended
Pension	Break in service rules apply

iii. Military Leave-Reserve Activation ³

<u>Benefits</u>	<u>Contribution Required</u>
Medical	Active Employee Cost
Dental	Active Employee Cost
Basic Life	No cost
Spending Accounts	Participation Suspended
Opt-out	Participation Suspended
Optional Life and AD&D	Direct billed by carrier
Disability Coverage	No coverage
401(k)	Participation Suspended
Pension	Service credit continues

17. Disability

- a. For Part-Time Employees, these changes are effective for disabilities incurred on or after January 1, 2005.
- b. In the event an eligible Employee becomes disabled and after exhausting all sick pay benefits, or workers' compensation benefits, the disabled Employee remains eligible for continued medical, dental, life insurance, and pension plan service credit to the extent provided in the applicable plans at no cost for up to the balance of 26 weeks. Benefits may continue beyond 26 weeks to the extent provided in the applicable plans, subject to any contribution requirements, as is provided in the Disability Retirement Plan. An eligible Employee who is receiving full Disability Retirement Benefits shall receive credit for such period of time that those disability benefits are being received after the participant reaches age 45, towards the 10 years after age 45 requirement under the eligibility provisions for post-retirement medical in accordance with the terms of the applicable plans. This provision applies in the event the participant returns from full Disability Retirement status to active employment. If the disabled Employee returns from Disability leave, benefits will be reinstated to the extent provided by the applicable plans.

18. Death

- a. In the event of the death of an eligible Employee on or before December 31, 2006, medical benefits continue as described below and subject to the terms of the applicable plans:
 - i. If the death is occupational as evidenced by payment of Workers Compensation benefits, coverage continues to the surviving spouse and eligible dependents, if any, for the life of the spouse and maximum eligibility of dependents at no cost to the spouse or dependents. Dental coverage ends at death.
 - ii. If the death is not occupational, and as of the date of death, the surviving spouse is under age 45, coverage continues to the surviving spouse and eligible dependents, if any, for three years at no cost and then the spouse will be eligible to elect COBRA continuation coverage for three additional years.

³ Subject to legal minimums as they may change from time to time

If the surviving spouse is age 45 or older as of the date of death, coverage continues to the surviving spouse and eligible dependents, if any, until the later of three years or remarriage and maximum eligibility of dependents at no cost to the spouse or dependents. Dental coverage ends at death.

- b. In the event of the death of an Employee on or after January 1, 2007, medical and dental benefits continue as described below and subject to the terms of the applicable plans:
 - iii. If the death is occupational as evidenced by payment of Workers Compensation benefits, coverage continues to the surviving spouse and eligible dependents, if any, for the life of the spouse and maximum eligibility of dependents at no cost to the spouse or dependents.
 - iv. If the death is not occupational and as of the date of death, the Employee i) is otherwise eligible for post-retirement medical benefits in accordance with the provisions of such plan or ii) is eligible for and receiving a full disability benefit in accordance with the provisions of the Disability Retirement Plan, coverage continues to the surviving spouse and eligible dependents, if any, for the life of the spouse and maximum eligibility of dependents at no cost to the spouse or dependents.
- c. If the death is not occupational, and as of the date of death, the Employee does not meet either a) or b) above, coverage to the spouse and eligible dependents continues until the earlier of 10 years, age 65 or remarriage of the spouse or date dependents otherwise reach maximum eligibility as applicable.

19. Ancillary Benefits

- a. Regular and Probationary Employees are eligible to participate in the following programs. For all of these programs, continuation, termination, modification, operations and all terms and conditions are at the sole discretion of the Company.
 - i. UEA dues match and paid time off
 - ii. 25 year clubs
 - iii. Scholarships
 - iv. Matching Gifts
 - v. Citizenship Grants
 - vi. Home and Auto insurance

20. Benefits Committee

Recognizing changes and opportunities in regard to benefits, a joint Benefits Committee will meet annually and at other times as mutually agreeable.

21. Union Officials

- a. Any Regular Employee of the Company who is elected or appointed to the position of Business Manager, Assistant Business Manager or Business Representative of the Local Union 97, IBEW will, upon making an application on a Company-prescribed form be granted a leave of absence without pay for the period for which the Employee was elected or appointed, but not to exceed a period of three (3) years. During the continuance of such leave, the Employee's Company and job seniority

shall be preserved and maintained in the same manner and to the same extent as if the Employee continued in their regular job. Applications for extensions of such leaves of absence may be applied for and will be granted in the same manner and to the same extent and on the same conditions.

- b. Such Regular Employee granted a leave of absence in accordance with (a) above, will be continued in the Health Care Plans and Life Insurance Plans upon payment of the entire Company cost at group rates, which will be furnished and invoiced by the Company biannually. Participation in the Niagara Mohawk Pension Plan including eligibility for pay credits and interest credits, the Long Term Disability Plan, Disability Retirement Plan, and the separation allowance plan will also continue in accordance with the Employee's seniority and applicable base pay rate, but at no cost to Local Union 97, IBEW.
- c. In the event that an Employee is released for the purpose of conducting union business (formerly Code 53), the Company will make payment of regular base pay for such authorized hours or day(s) as though the Employee worked for the Company and then invoice Local Union 97, IBEW on a monthly basis for the costs of such regular pay plus payroll taxes, Incentive Thrift Plan match, and any variable pay programs which are applicable to Employees in Local Union 97, IBEW. Payment from the union will be required within 30 days of invoicing. Repeated or recurring non-payment or late payment will result in termination of this arrangement and reversion to prior Code 53-like procedures. The Company will apply the applicable pay credits as provided under the cash balance plan to those Employee work hours approved absence for union business (formerly code 53).

22. Employee Stock Purchase Plan (ESPP)

- a. Eligibility – Regular or Part Time employee who works more than 20 hours per week.
- b. Purchase American Depository Shares (ADS) on monthly basis at 10% discounted price.
- c. Each ADS represents five ordinary shares in the Company and are listed on New York Stock Exchange.
- d. Contributions up to 20% of base pay each year.
- e. Plan design in accordance with National Grid ESPP

23. Local Practices

Local practices now in effect will continue where they now apply, except as otherwise provided in this Agreement and the Appendices and Schedules hereto annexed.

ARTICLE XXI

ELECTRONIC DATA PROCESSING

The Company agrees that if and when a decision is reached by the management of the Company to install electronic data processing equipment, Local Union 97, IBEW will be informed of the decision. Any changes that affect Employees shall be negotiated.

ARTICLE XXII

GRIEVANCES

1. Should Local Union 97, IBEW claim that a dispute or difference has arisen between the Company and Local Union 97, IBEW as to the meaning, application or operation of any provision of this Agreement, such dispute or difference shall be presented within thirty (30) working days of when the event or action upon which the grievance is based became known, or should have been known by the grievant, and settled in the following manner. There shall be no quitting or suspension of work during or on account of such dispute or difference.
 - a. **Step 1:** A meeting will occur within 3 working days between the appropriate steward and/or Local Union 97, IBEW representative and supervisor. If they fail to reach an agreement within three (3) working days following the conclusion of the meeting, the aggrieved Employee or the Employee's steward and/or Local Union 97, IBEW representative shall furnish a written statement of the grievance at that time to such supervisor on a form provided by the Company. Upon receipt, the Supervisor will sign and date the grievance record. The supervisor shall affix the answer within five (5) working days and return same to the appropriate union official and Labor Relations Department or it will allow for automatic referral to Step 2 as outlined in Paragraph (b) below;
 - b. **Step 2:** If resolution is not reached at Step 1, Local Union 97, IBEW may request in writing or via email that this matter be heard at Step 2. Such a request must be made no later than 15 working days following acknowledgment of receipt of the Step 1 answer by the appropriate Local Union 97, IBEW office. Such acknowledgment may be in writing or via e-mail in response to the Company's notice to Local Union 97, IBEW that the answered grievance has been sent to Local Union 97, IBEW. If a meeting is requested by Local Union 97, IBEW, the meeting will be held within thirty (30) working days, from date of request, between a member or members of the Grievance Committee designated by Local Union 97, IBEW and the Manager- Labor Relations or designee who will decide the matter and affix an answer within ten (10) working days or the dispute will automatically be referred to Local Union 97, IBEW for approval to Step 3 as outlined in Paragraph (c) below. Any grievance may be settled prior to a Step 3 hearing between Local Union 97, IBEW President/Business Manager or designee and the Director Labor Relations or designee.
 - c. **Step 3:** If resolution is not reached at Step 2, Local Union 97, IBEW may request in writing that this matter be heard at Step 3. Such a request must be made no later than 30 working days following the date of the answer provided at Step 2. If a meeting is requested by Local Union 97, IBEW, a hearing will be held within ninety (90) working days, from date of request, between a three (3) member committee of Local Union 97, IBEW and a three (3) member committee of the Company, who will decide the matter and affix an answer. The decision of this committee shall be final and binding upon the parties.

- i. In the event that a decision is not reached at Step 3 as provided above, Local Union 97, IBEW shall give written notice of its intent to refer the dispute to arbitration within sixty (60) working days of the date of the Step 3 hearing.
- d. **Step 4:** When Local Union 97, IBEW refers a dispute to arbitration, within thirty (30) days of receipt of written notice of the dispute being referred to arbitration, the parties shall submit a request as agreed upon to the Federal Mediation and Conciliation Service or the American Arbitration Association for a list of fifteen (15) persons able and willing to serve as the arbitrator. From this list an arbitrator shall be selected by process of elimination. In the event either party deems the first listing of arbitrators to be unacceptable, a second list shall be requested. In the event the parties are unable to agree upon an arbitrator from the second list, they will refer the dispute being arbitrated to the American Arbitration Association for appointment of an arbitrator pursuant to its normal process and procedures.

Within fifteen (15) working days after the appointment of the arbitrator, the parties shall meet and schedule the dispute for hearing. At the conclusion of the hearing the arbitrator will render a written decision within sixty (60) days. Either party may file a post-hearing brief. In such instances the parties will be given thirty (30) days immediately following the conclusion of the hearing during which to file their brief. No extensions to this time period will be granted unless mutually agreed upon. If briefs are filed, the decision of the arbitrator will be rendered no later than ninety (90) days from the close of the hearing;

- e. Any grievance referred to arbitration may be settled prior to an arbitration decision between Local Union 97, IBEW and the Vice President - Human Resources Services.
- f. The arbitration decision shall be final and binding upon both parties.
- g. By mutual agreement, the parties may elect to submit a dispute referred to arbitration to the following alternative dispute resolution method.
 - i. Within fifteen (15) days of the parties electing this method, the parties will meet and mutually select an impartial arbitrator from a mutually agreed upon standing panel of fifteen (15) pre-determined persons able and willing to serve as the arbitrator.
 - ii. Upon the selection of an arbitrator, the arbitrator will be notified and a meeting will be scheduled within sixty (60) days of the selection date. If a mutually acceptable date cannot be identified and scheduled within the next sixty (60) days, the parties will select another arbitrator.
 - iii. Prior to the meeting with the selected arbitrator, the Company and Local Union 97, IBEW shall meet to stipulate to relevant facts and exhibits associated with the dispute. If agreement is not obtained on a mutually acceptable listing of stipulated facts and exhibits, further application of this method will be terminated and the terms of paragraph d above shall apply. In all matters the relevant and current

collective bargaining agreements shall be provided to the arbitrator as a joint exhibit.

- iv. At the meeting the Company and Local Union 97, IBEW shall present the stipulated facts to the arbitrator. The parties will also have sixty (60) minutes to present oral arguments outlining their respective positions on the dispute. In no instances shall witnesses or testimony be allowed, nor will any written briefs be permitted.
 - v. At the conclusion of the verbal presentation of arguments, the arbitrator will have 24 hours to provide the parties with a verbal decision in the matter. The arbitrator will render to the parties a written decision within thirty (30) days of the verbal decision.
 - vi. Decisions received under this method are final and binding, and non-precedent setting. Sections 2-6 of Article XXII remain in effect and are unchanged under this dispute resolution method.
2. Monetary benefits accruing to Employees as a result of the settlement of a grievance shall be payable during the period in which the grievance is processed up to a maximum time period of nine (9) months for any grievance settled short of arbitration and up to a maximum of eighteen (18) months for any grievance settled in or by arbitration, and such time periods shall be effective as of the date of occurrence as shown on such grievance that was presented to the Company in writing.
3. Any of the time intervals provided for in this Article XXII may be changed by mutual consent in writing between the Director of Labor Relations or designee and the President/Business Manager of Local Union 97, IBEW or designee.
4. In connection with any arbitration proceedings under the provisions of the agreement, it is agreed that all expenses to be incurred shall be mutually agreed upon and shall be borne equally by the two parties. In instances where a hearing is canceled, the party responsible for the cancellation shall be responsible for all associated costs, unless otherwise mutually agreed between the parties.
5. If an Employee represented by Local Union 97, IBEW hereunder is discharged from employment on or after the date hereof and believes that they have been unjustly dealt with, such discharge shall constitute a dispute or difference for determination under the method of adjusting grievances provided for in this Article XXII and such dispute shall be first taken up within ten (10) working days in the manner provided in Steps 2 and 3 of paragraph 1 of this Article XXII; and if it is thereupon determined that such discharge was wrongful and without just cause, the Company shall reinstate the Employee and pay full compensation at the basic rate for all time lost or as may be appropriate under Paragraph 2 of this Article.
6. The procedure set forth in this Article XXII shall not be used to abrogate or change any part of this Agreement.
7. The Company will submit to Local Union 97, IBEW a monthly summary of all first step grievances filed by Local Union 97, IBEW, showing for each grievance the grievance number, subject, grievant, date heard, Company Supervisor who heard the grievance, and disposition of each such grievance.

ARTICLE XXIII

JOB CLASSIFICATION REVIEW

1. Any time during the term of this Agreement, the President/Business Manager of Local Union 97, IBEW or designee or the Vice President - Human Resources Services may notify the other party of need to review any new job or any job in regard to which there is a claim of a material job content change.
2. Upon such notification, each will appoint an appropriate committee to meet within an agreed-upon time, to review the facts related thereto, and to report their recommendations to their Negotiating Committee within an agreed-upon time.
3. Thereupon, the President/Business Manager of Local Union 97, IBEW or designee and the Vice President -Human Resources Services will make arrangements for a joint meeting to negotiate any and all issues that may be involved.
4. Nothing contained in this Article XXIII shall be deemed in any way to restrict the rights of the parties under Article XXII in its entirety.

ARTICLE XXIV

NON-DISCRIMINATION

The Company and Local Union 97, IBEW agree to continue to comply with applicable statutory provisions and government regulations regarding discrimination because of race, color, disability, religion, age, sex, national origin, disabled veterans and Vietnam Era Veterans, etc.

ARTICLE XXV

SEVERABILITY

If the enactment of legislation, or a determination by a court of final jurisdiction (whether in a proceeding between the parties or in one based on a similar state of facts) 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 with the same effect as if such invalid portion had not originally been included herein.

ARTICLE XXVI

JOB FLEXIBILITY

1. Preamble

- a. This agreement between the Local Union 97, IBEW and the Company regarding the implementation of job flexibility is a commitment of both parties to address the future uncertainties and competitive changes in our utility industry.
- b. Job flexibility is a joint effort to reduce costs, improve customer service, provide job security, and offer opportunities to learn additional job skills while allowing for increased efficiency through job flexibility as outlined herein under the conditions set forth in this Article.

- c. Both parties agree and recognize that safety and training are paramount to the successful implementation of work force job flexibility. Employees will be able to be assigned job tasks of equal, lower rated, or higher rated job classifications commensurate with their skills, training and knowledge of the jobs to be assigned under the provisions of this Article.

2. Definitions

a. Job Flexibility

The ability to perform tasks of other job specifications either as part of an Employee's performance of day-to-day job duties, or as part of a job assignment associated with a specific project, mixed crew and/or as workload demands.

b. Day-to-Day Job Flexibility

The performance of job tasks of other job specifications performed in association with an Employee's day-to-day job duties and tasks.

c. Project Job Flexibility

The performance of job tasks of other job specifications performed while assigned responsibilities in another department.

d. Work Crew Flexibility

The performance of job tasks using Employees of varied job specifications as part of a mixed crew.

e. Work Crew/Work Group

Where the term "work crew" is used it is interchangeable with the term "work group." Additionally, where the term "chief" is used it is interchangeable with the term "lead person."

f. Mutual Agreement

Where the term "by mutual agreement" is used it means "agreement between the President/Business Manager of Local Union 97, IBEW or designee and the Company".

3. Understandings:

a. Attrition

The Company will not use Job Flexibility as a method to abolish occupied, full-time regular positions. The Company does, however, intend to seek opportunities to accomplish workforce reductions through attrition whenever possible.

b. Training and Safety

Training and or retraining will be provided to Employees in advance of being assigned to perform work which they cannot otherwise perform knowledgeably and safely. Training provided in accordance with the provisions of this Article will be developed with the participation and assistance of representatives of Local Union 97, IBEW. Likewise, representatives of Local Union 97, IBEW will participate in the implementation of training programs under this Article as appropriate. The safe performance of job tasks assigned under this Article is paramount to the Company and Local Union 97, IBEW. With this mutually shared interest, the proper training of Employees to perform new tasks is recognized and its importance stressed as a vital component of job flexibility.

c. Offer versus assignment during flexing

With safety as a priority, Employees may be assigned work at or below the B level of equal or lower rated job classifications. After receiving any necessary additional training, Employees may perform tasks above the B level.

Work assignments made under this article for Project or Work Crew job flexibility assignments which are outside of an Employee's home department will be done in the following manner:

1. For work at the B level or below, assignments will be offered by seniority within the affected work group. In the event the Company is unable to fill manpower needs through this method, Employees will be drafted in inverse order of their Company Seniority from within the affected group.
2. In the event operational needs dictate, and the work to be performed is of an unskilled nature, the Company may bypass senior Employees.
3. In the event the Company is seeking to fill a Project or Work Crew flexibility assignment involving an Employee performing a full range of journey level work in the assignment, the Company will offer the assignment by seniority in the affected work group but cannot draft Employees. In some situations drafting Employees in inverse order of their company seniority may be permitted if the Project or Work Crew flexibility assignment involves performing only certain journey level tasks and does not require the Employee to perform a full range of journey level work.

d. Initial Implementation

Prior to initial implementation of job flexibility, discussion with the appropriate Union Steward will occur.

e. Legitimate Fear

In the event an Employee expresses, and proves, a legitimate fear of performing tasks assigned under the provisions of this article the Company will accommodate the Employee's request by either not assigning the work to the Employee or by modifying the assignment. A legitimate inability to perform work assigned under this Article will not be held against an Employee in the performance of work within the Employee's regular job classification so long as the basis for the legitimate inability does not preclude the Employee from performing the essential functions of their classification.

f. Work Crew/Project Flexibility

The lead worker in the crew will be from the lead department.

g. Joint Determination of Qualifications

The qualifications of Employees assigned under the job flexibility provisions will be jointly determined by the supervisor and crew chief. Should a question or dispute arise as to the qualifications of the Employee, the facts and circumstances of the matter will be discussed between the appropriate Local Union 97, IBEW and Company representatives prior to assigning the Employee the work.

h. Flex in - Flex out

The Company will not use the provisions of this Article to assign Employees out of their home department while backfilling with Employees assigned under Job Flexibility from another department, although it may occur on a day-to-day activity basis.

i. Progression Series

Employees in a bid job or progression series will not have their time adversely affected if assigned tasks outside their job series. Calculation of Employees' time in grade will include time worked outside their bid job or progression series for the purposes of calculating increases in pay. Employees under these conditions returning to their normal job series will be required to complete the necessary training and/or demonstrate the required abilities prior to being assigned full duties of the next level.

j. Upgrade prior to flexing

Upgrading will be used in the home department where applicable prior to the use of job flexibility. This will include jobs in the progression series.

k. Upgrading

Employees performing tasks of a higher rated job classification under job flexibility outside of their job series, will be upgraded to the appropriate rate on an hour for hour basis up to four (4) hours, after which Article XI, paragraph 5 applies. Except for the last six (6) months of each progression step, Employees in a progression series will be upgraded in accordance with Article XI, paragraph 5, when performing work of a higher level in their series.

l. Promotion/Demotion

Job experience gained through the performance of tasks assigned under job flexibility will be recognized, considered and applied in determining an Employee's qualifications, skills and experience for the awarding of positions under the post and bid procedures and demotion procedures of this Agreement. In the event an Employee's experience gained reflects a major portion of that classifications work the experience gained will be counted in determining the level at which the job is awarded.

m. Overtime

In situations involving the assignment of Employees under the provisions of job flexibility, Employees in the affected job classification of the home department will have first opportunity for overtime. Issues involving unexpected overtime occurring at the end of the workday will be reviewed and resolved locally.

n. Call Outs

Call Out practices are not affected by job flexibility.

o. Higher level and Chief's Jobs

The Company does not intend to specifically target higher level jobs or Chief's jobs for elimination.

p. Qualifying Crews

Employees flexing under this article will not fully qualify a crew. On a task-by-task basis in instances where an Employee is flexing into a department, and is trained and qualified, the Employee may qualify the crew to perform that task.

q. Departmental Core Work

Employees will typically perform the core work associated with their job specification. Likewise, it is understood that job flexibility will routinely allow for work outside the Employee's normal job but not to the extent that an Employee no longer performs their traditional work.

r. **Post & Bid vs. Job Flex**

The Company will review in advance with the appropriate union representatives, the alternative of posting positions in situations where assignments under the provisions of job flexibility may last longer than two (2) months.

s. **Work schedules**

Job flexibility will not affect work schedules or an Employee's day, shift or scheduled worker status. Likewise, job flexibility does not restrict the Company's ability to change work schedules.

t. **Normal Jurisdiction**

Job flexibility does not change jurisdictional boundaries nor do jurisdictional boundaries restrict job flexibility.

u. **Work Practices when flexing**

Employees involved in job flexibility will accept the work practices of the lead department when working with same.

v. **Contractual Impact**

Only those contract articles, memorandums of agreement, and work practices impacted by this Article will be affected and all articles, memorandums of agreement and work practices unaffected will remain unchanged by this Article.

w. **Emergency Storm Restoration**

Emergency storm restoration practices are unaffected by job flexibility.

x. **Random Drug and Alcohol Testing**

Testing will be in accordance with governmental mandates.

y. **Testing Issues**

Testing not required by governmental mandate is not applicable to job flexibility.

z. **Janitors and Meter Readers**

Employees in higher rated pay groups will not flex into Janitor and Meter Reader job classifications in any situation without mutual agreement.

aa. **Employee Evaluations**

The technical skills assessment of job performance evaluations are intended to be based upon the competency and performance of

Employees while undertaking the tasks of their regular job and not new tasks assigned under the provisions of this Article.

bb. On-Site Reporting

The assignment of personnel for on-site reporting will be conducted in accordance with the On-Site Reporting agreement. Job flexibility provisions will then apply.

cc. Inclement Weather

- i. Employees currently covered by the inclement weather provisions of this Agreement who are flexed into another department will be subject to the inclement weather determinations of that department so long as the Employees being assigned are working with a member of the assigned/host department. If the Employees being assigned are working alone, with no member of the assigned/host department, the Employees will continue to be subject to the inclement weather determinations of their home department when exposed to the weather conditions.
- ii. During periods of inclement weather, Employees on assignment who are currently covered by the inclement weather provisions of this Agreement may be reassigned at any time to other work in accordance with this Article.

ARTICLE XXVII

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ARTICLE XXVIII

WORK PRACTICES

1. Four 10-Hour Days

- a. The implementation of ten (10) hour work day schedules for all Employees in compliance with the definition of day (Monday through Friday) and scheduled (Monday through Saturday) workers in Article VI of the Agreement including Notes 1, 2, 4 and 11 and the Day Workers included in Note 6 of Schedule A is as follows:
 - i. Work schedules will be implemented using four consecutive, ten (10) hour work days where there is a practical application. For example, where five day coverage (internal support or customer service) is critical, a sufficient number of Employees and supervisors at a location or in a department must be present in order for it to be practical to implement four 10-hour days. For example, a one crew line facility is not practical; a two crew facility may or may not be, depending on location and size of crews. Management shall determine the economic and practical applications of

four - tens, and will strive to do so in a fair and equitable manner. All work hours will be paid at the Employee's straight time base hourly rate.

ii. Field Personnel

1. Four tens need not be offered to every crew or classification in a work group; however, four tens will be assigned by seniority of the chief. Where four tens are applied to field crews, this work schedule will be used during the construction season (May 15 - Oct. 15) unless modified by mutual agreement. If the company terminates the four ten-hour schedule and returns to five eight-hour schedule, a mutual agreement with Local Union 97, IBEW is required to reinstate a four ten-hour schedule during that construction season.

iii. All Other Non-Field Personnel

1. Four ten hour schedules may be assigned to any number of Employees within a work group by seniority. If the Company terminates the four ten-hour schedule and returns to a five eight-hour schedule within a calendar year, a mutual agreement with Local Union 97, IBEW is required to reinstate a four ten-hour schedule during the calendar year.
- iv. Any time worked in excess of ten (10) hours per day will be paid at the rate of time and one half the Employee's base hourly rate. For example, the eleventh through sixteenth hours will be at time and one-half. Hours beyond sixteen will be paid at double time.
 - v. Employees working ten (10) hour schedules will be ineligible for overtime meals or meal stipends. Employees working in excess of ten (10) hours will be eligible for overtime meal stipends.
 - vi. During work weeks which include a Company holiday, the Company will reschedule affected Employees to five, eight (8) hour days for that work week.
 - vii. Employees working a ten (10) hour day will have their vacation leave converted to their hour equivalent and will be available to use on that basis. When using vacation leave, the Employee will be charged ten (10) hours of vacation leave for each vacation day taken.
 - viii. Employees on disability leave will be paid ten (10) hours of pay for each work day absent. Absences in excess of 40 hours will convert to the second week of absence in accordance with the labor Agreement.
 - ix. Floating holiday benefits will be converted to their hour equivalent and will be available to Employees to be used on that basis. Employees working a ten (10) hour day and who take a floating holiday will be charged ten (10) hours for the day.
 - x. Consistent with the Agreement, Sunday will be considered the second day of rest. All other scheduled off days will be considered to be the Employee's first day of rest.

- xi. Lunch periods for field workers will be paid twenty minute periods (brown bag concepts) and will be included in the ten hour day. Lunch periods for clerical workers will be an unpaid thirty minutes unless modified by local mutual agreement.
- xii. Starting time for day workers will be in accordance with the Agreement.

2. Inclement Weather Guidelines

- a. During periods of inclement weather: (1) workers will reduce the number of inclement weather days by performing work that is generally accepted to be suitable for construction work; (2) management will assess the needs of its workforce for training and safety program compliance and have the training material ready in advance; and (3) workers will continue to perform tasks such as housekeeping, tool repair, and vehicle preparation. Definitions will be used which the crew chief can interpret at the job site to determine if the weather is unsuitable for normal work.
- b. Local management and Union representatives will jointly review the current skills of the workforce needed to safely perform its normal work function as well as those additional duties specified by the job flexibility memorandum pertaining to each work group. Those reviews will be translated into prioritized lists of topics to be presented when the weather is unsuitable for normal work. Materials, meeting facilities, and personnel will be made available to present information addressing the topics identified by the assessment.
- c. Any of three conditions will determine that an inclement weather condition exists:
 - i. The temperature is less than 0 degrees Fahrenheit.
 - ii. Snow is falling at a rate greater than that defined by the Weather Bureau as "light". "Light" snowfall is defined as a condition with visibility being greater than 1100 yards. As a guideline to determine the visibility in the vicinity of a job site, the crew chief shall select an object such as a road sign or building near the road and drive 0.7 miles. If the selected object is visible when standing outside the vehicle, the weather is deemed suitable for normal work.
 - iii. Rain is falling at a rate greater than that defined by the Weather Bureau as "light". "Light" is defined as taking more than two minutes to cause pavement or any other similarly dry surface to become completely wet. As a guideline to determine whether rainfall is too heavy to perform normal work, the crew chief shall place a dry board at least twelve inches on a side on a fairly level surface. If it takes more than two minutes for the board to become completely wet, the weather is deemed suitable for normal work.
- d. The crew chief is solely responsible for applying the above criteria. The Company will not subject a crew chief to any disciplinary action as a result of those interpretations. Any concerns with the use of these criteria which are not resolved locally should be referred to the leadership of Local Union 97, IBEW and management representatives.

3. On-Site Reporting (Field Personnel)

- a. Construction Season, as defined by Article XXVIII, Section 7, will not restrict the application of the provisions of on-site reporting.
- b. The application of on-site reporting provisions is at the Company's discretion and is not limited by any boundaries, areas or geographic locations.
- c. The Company will prepare an on-site reporting project planning worksheet to define the project, scope, Employee assignments, crew augmentation, scheduled start and end date, planned hours of work, scheduled overtime, and the reason for on-site reporting. The Company will review the project planning worksheet with the local union representative and will periodically update the worksheet as changes to the project occur. The Company will provide at least seven (7) days' notice to the local union representatives of its plans to on site report.
- d. On-Site Reporting will be applicable for the entire year and is not limited or restricted by any boundaries. Construction season will be considered the period of time from April 1 – November 15.
- e. On-site assignments shall be made according to an Employee's Company seniority as defined in Article VI, section 14, except where the Company demonstrates that the project requires special skills and the senior Employee does not possess such skills, then seniority provisions shall not apply to the on-site reporting project.
- f. If the on-site assignment continues for more than 8 weeks, at the end of the 8th full week the Company shall seek replacements for the Employees according to the third Paragraph of this Section.
- g. For designated capital and/or maintenance projects three (3) days or longer, Employees will report to the project site as designated by the Company. Employees shall be at the work site and ready to start work at the beginning of their scheduled work hours. The Company shall provide sanitary and drinking water facilities at locations previously arranged by the Company (e.g., restaurants, fire departments, portable facilities).
- h. Whenever Employees are required to use their personally owned automobile to report on-site, the Employee shall be reimbursed based on mileage rates, as announced and set by the Internal Revenue Service, for distances determined by road miles equal to the shortest route from the Employee's normal work headquarters or home, whichever is less, to the project site and back using that same point of origin. Total miles driven (both ways) will be eligible for mileage reimbursement payments.
- i. Employees assigned to report to an on-site project will be returned to the Call-Out list of their normal work headquarters:
 - i. on weekends, holidays; or
 - ii. when Employees are assigned to an on-site reporting project that does not include prearranged overtime.

- j. Employees will have the option of using a company vehicle, if available.
- k. In no instance will Employees be required to report under these on-site provisions for projects more than 70 miles from their normal work headquarters.
- l. In instances where the Company designates Employees for On-Site Reporting, Employees assigned to On-site projects will not be utilized, except in emergency situations, to respond to trouble calls that occur after work hours when the work location is outside the Employee's normal work area.
- m. During the construction season: (April 1 – November 15)
 - i. If the project is less than 20 miles from the Employee's normal work headquarters:
 - 1. Employees may receive daily mileage or a daily per diem of \$15 in lieu of any mileage reimbursement.
 - ii. If the project is greater than 20 miles, but less than 45 miles from the Employee's normal work headquarters:
 - 1. Employees will be eligible to receive a per diem of \$32 each day they report to the project in lieu of any mileage payments, and will be eligible for overtime meal stipends as provided for under Article X of this Agreement.
 - iii. If the project is 45 miles or more from the Employee's normal work headquarters:
 - 1. The Employee may, at their discretion, choose to be reimbursed for the cost of a single room and the per diem outlined in the following paragraph or to receive daily mileage to and from the work site.
 - iv. If the Employee chooses to be reimbursed for the cost of a single room the Employee will also be eligible to receive a per diem of \$30 each day during the project, and overtime meal stipends as provided for under Article X of this Agreement.
 - v. If the Employee chooses to receive daily mileage the Company will reimburse the Employee for any additional fees or tolls incurred by the Employee related to reporting to the on-site project.
- n. During the non-construction season: (November 16 – March 31)

On-Site Reporting projects may be assigned up to a maximum of 20 miles from the Employee's normal work location. Employees will receive a daily per diem of \$15 in lieu of any mileage reimbursement. Employees will receive meals as provided for in Article X.

4. Lunch Breaks (Field Personnel)

- a. When scheduled for an eight (8) hour work day during the time period of March 15th through December 15th, a thirty (30) minute unpaid lunch period (brown bag concept) between the hours of 11:00 a.m. and 2:00 p.m. will be taken at the job site and will not be included in the eight (8) hour work day. Outside of the time period described above, a thirty (30) minute unpaid lunch period will be taken at or away from the job site. Starting time for day workers will be in accordance with the Agreement.
- b. Anytime Employees are scheduled for a ten (10) hour work day, a twenty (20) minute paid lunch period between the hours of 11:00 a.m. to 2:00 p.m. will be taken at the job site and will be included as part of the ten (10) hour work day.
- c. If job duties require the Employee to work a 24-hour rotating shift, the Employee will take a 20 minute paid lunch period.

5. Coffee Break (Field Personnel)

- a. There will be one fifteen-minute break taken on the job site mid-morning. On a local basis, by mutual agreement, this practice can be modified (e.g. report to work 15 minutes later or take break at headquarters during first 15 minutes).
- b. However, if any Employee or crew is sent out to work before or during their break, they will be entitled to a fifteen minute break on the road.
- c. A mid-afternoon fifteen-minute coffee break will also be taken at the job site when Employees are scheduled to work four ten-hour days.

6. End of Day Wash-Up Time (Field Personnel)

Wash up time at the end of the day will be on the Employee's own time. This is applicable all year round.

7. Construction Season

The construction season will generally run from May 15 - October 15. Modifications may occur after discussions with the President/Business Manager of Local Union 97, IBEW or designee regarding safety concerns involving traveling to the job site in the winter months and the necessity of performing specific jobs in the winter months. Such modifications would require mutual agreement.

ARTICLE XXIX

TERM OF AGREEMENT

This Agreement shall take effect as of October 1, 2004 and on that day shall supersede all previous agreements between the Company and Local Union 97, IBEW, and shall remain in full force and effect until March 31, 2013 and shall automatically renew itself from year to year thereafter unless either party notifies the other in writing, at least sixty (60) days prior to the expiration date, of a desire to amend or terminate the same.

IN WITNESS WHEREOF the Company has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed; and Local Union 97, IBEW, having taken all action required to be taken to make this Agreement effective, including provision for its approval by the International Office of the International Local Union 97, IBEW of Electrical Workers, have caused this instrument to be executed, by their officers duly authorized to act, for themselves and on behalf of the members in the bargaining unit and the Employees represented by them.

NIAGARA MOHAWK POWER CORPORATION

David J. Walsh
By David J. Walsh
Vice President & Director – Human Resources Services-New York

**INTERNATIONAL LOCAL UNION 97, IBEW
OF ELECTRICAL WORKERS
LOCAL UNION 97**

David S. Falletta
By David S. Falletta
President/Business Manager/Financial Secretary

Frank M. Angeleri
By Frank M. Angeleri
Recording Secretary

APPROVED:
International Office I.B.E.W.

By Edwin D. Hill
President
Date: December 2, 2004

**WAGE SCHEDULE - A
EFFECTIVE APRIL 1, 2011
BASIC WEEKLY WAGE RATES
ON 40 HOUR WORK-WEEK BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS**

Pay Group	First Step		Second Step	
	Hourly	Weekly	Hourly	Weekly
24	\$41.315	\$1,652.60	\$43.155	\$1,726.20
Ch. L. Mech. A H.S.	39.870	1,594.80	41.605	1,664.20
23	39.620	1,584.80	41.315	1,652.60
22	37.880	1,515.20	39.620	1,584.80
21.5	37.395	1,495.80	38.755	1,550.20
Line Mech. H.S.	36.640	1,465.60	38.005	1,520.20
21	36.125	1,445.00	37.880	1,515.20
20	34.760	1,390.40	36.125	1,445.00
19	33.150	1,326.00	34.760	1,390.40
18	31.765	1,270.60	33.150	1,326.00
17	30.330	1,213.20	31.765	1,270.60
16	29.000	1,160.00	30.330	1,213.20
15	27.925	1,117.00	29.000	1,160.00
14	26.735	1,069.40	27.925	1,117.00
13	25.545	1,021.80	26.735	1,069.40
12	24.555	982.20	25.545	1,021.80
11	23.685	947.40	24.555	982.20
10	22.745	909.80	23.685	947.40
9	21.835	873.40	22.745	909.80
8	21.060	842.40	21.835	873.40
7	20.140	805.60	21.060	842.40
6	19.370	774.80	20.140	805.60
5	18.450	738.00	19.370	774.80
4	17.825	713.00	18.450	738.00
3	17.025	681.00	17.825	713.00
2	16.495	659.80	17.025	681.00
1	15.980	639.20	16.495	659.80

WAGE SCHEDULE - B
EFFECTIVE APRIL 1, 2011
BASIC WEEKLY WAGE RATES
ON 40 HOUR WORK-WEEK BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS
ALL EMPLOYEES HIRED ON OR AFTER JUNE 1, 1982

Pay Group	First Step		Second Step	
	Hourly	Weekly	Hourly	Weekly
24	\$40.315	\$1,612.60	\$42.155	\$1,686.20
Ch. L. Mech. A H.S.	38.870	1,554.80	40.605	1,624.20
23	38.620	1,544.80	40.315	1,612.60
22	36.880	1,475.20	38.620	1,544.80
21.5	36.395	1,455.80	37.755	1,510.20
Line Mech. H.S.	35.640	1,425.60	37.005	1,480.20
21	35.125	1,405.00	36.880	1,475.20
20	33.760	1,350.40	35.125	1,405.00
19	32.150	1,286.00	33.760	1,350.40
18	30.765	1,230.60	32.150	1,286.00
17	29.330	1,173.20	30.765	1,230.60
16	28.000	1,120.00	29.330	1,173.20
15	26.925	1,077.00	28.000	1,120.00
14	25.735	1,029.40	26.925	1,077.00
13	24.545	981.80	25.735	1,029.40
12	23.555	942.20	24.545	981.80
11	22.685	907.40	23.555	942.20
10	21.745	869.80	22.685	907.40
9	20.835	833.40	21.745	869.80
8	20.060	802.40	20.835	833.40
7	19.140	765.60	20.060	802.40
6	18.370	734.80	19.140	765.60
5	17.450	698.00	18.370	734.80
4	16.825	673.00	17.450	698.00
3	16.025	641.00	16.825	673.00
2	15.495	619.80	16.025	641.00
1	14.980	599.20	15.495	619.80

This Wage Schedule B is applicable to all Employees hired on or after June 1, 1982 and will remain in effect until such Employee completes one (1) year of continuous service and has attained Probationary or Regular status at which time such Employee will be placed in the appropriate Pay Group and Step of Wage Schedule A.

**WAGE SCHEDULE - C
EFFECTIVE APRIL 1, 2011
BASIC WEEKLY WAGE RATES
ON 40 HOUR WORK-WEEK BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS
STUDENT PAY RATES - SUMMER EMPLOYMENT**

Pay Group	Hourly	Weekly
10	\$18.485	\$739.40
9	17.710	708.40
8	17.055	682.20
7	16.270	650.80
6	15.615	624.60
5	14.835	593.40
4	14.305	572.20
3	13.625	545.00
2	13.175	527.00
1	12.735	509.40

WAGE SCHEDULE - D
EFFECTIVE APRIL 1, 2012
BASIC WEEKLY WAGE RATES
ON 40 HOUR WORK-WEEK BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS

Pay Group	First Step		Second Step	
	Hourly	Weekly	Hourly	Weekly
24	\$42.350	\$1,694.00	\$44.235	\$1,769.40
Ch. L. Mech. A H.S.	40.870	1,634.80	42.650	1,706.00
23	40.615	1,624.60	42.350	1,694.00
22	38.830	1,553.20	40.615	1,624.60
21.5	38.330	1,533.20	39.725	1,589.00
Line Mech. H.S.	37.560	1,502.40	38.960	1,558.40
21	37.030	1,481.20	38.830	1,553.20
20	35.630	1,425.20	37.030	1,481.20
19	33.980	1,359.20	35.630	1,425.20
18	32.560	1,302.40	33.980	1,359.20
17	31.090	1,243.60	32.560	1,302.40
16	29.725	1,189.00	31.090	1,243.60
15	28.625	1,145.00	29.725	1,189.00
14	27.405	1,096.20	28.625	1,145.00
13	26.185	1,047.40	27.405	1,096.20
12	25.170	1,006.80	26.185	1,047.40
11	24.280	971.20	25.170	1,006.80
10	23.315	932.60	24.280	971.20
9	22.385	895.40	23.315	932.60
8	21.590	863.60	22.385	895.40
7	20.645	825.80	21.590	863.60
6	19.855	794.20	20.645	825.80
5	18.915	756.60	19.855	794.20
4	18.275	731.00	18.915	756.60
3	17.455	698.20	18.275	731.00
2	16.910	676.40	17.455	698.20
1	16.380	655.20	16.910	676.40

WAGE SCHEDULE – E
EFFECTIVE APRIL 1, 2012
BASIC WEEKLY WAGE RATES
ON 40 HOUR WORK-WEEK BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS
ALL EMPLOYEES HIRED ON OR AFTER JUNE 1, 1982

Pay Group	First Step		Second Step	
	Hourly	Weekly	Hourly	Weekly
24	\$41.350	\$1,654.00	\$43.235	\$1,729.40
Ch. L. Mech. A H.S.	39.870	1,594.80	41.650	1,666.00
23	39.615	1,584.60	41.350	1,654.00
22	37.830	1,513.20	39.615	1,584.60
21.5	37.330	1,493.20	38.725	1,549.00
Line Mech. H.S.	36.560	1,462.40	37.960	1,518.40
21	36.030	1,441.20	37.830	1,513.20
20	34.630	1,385.20	36.030	1,441.20
19	32.980	1,319.20	34.630	1,385.20
18	31.560	1,262.40	32.980	1,319.20
17	30.090	1,203.60	31.560	1,262.40
16	28.725	1,149.00	30.090	1,203.60
15	27.625	1,105.00	28.725	1,149.00
14	26.405	1,056.20	27.625	1,105.00
13	25.185	1,007.40	26.405	1,056.20
12	24.170	966.80	25.185	1,007.40
11	23.280	931.20	24.170	966.80
10	22.315	892.60	23.280	931.20
9	21.385	855.40	22.315	892.60
8	20.590	823.60	21.385	855.40
7	19.645	785.80	20.590	823.60
6	18.855	754.20	19.645	785.80
5	17.915	716.60	18.855	754.20
4	17.275	691.00	17.915	716.60
3	16.455	658.20	17.275	691.00
2	15.910	636.40	16.455	658.20
1	15.380	615.20	15.910	636.40

This Wage Schedule E is applicable to all Employees hired on or after June 1, 1982 and will remain in effect until such Employee completes one (1) year of continuous service and has attained Probationary or Regular status at which time such Employee will be placed in the appropriate Pay Group and Step of Wage Schedule D.

**WAGE SCHEDULE - F
EFFECTIVE APRIL 1, 2012
BASIC WEEKLY WAGE RATES
ON 40 HOUR WORK-WEEK BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS
STUDENT PAY RATES - SUMMER EMPLOYMENT**

Pay Group	Hourly	Weekly
10	\$18.970	\$758.80
9	18.180	727.20
8	17.505	700.20
7	16.700	668.00
6	16.030	641.20
5	15.230	609.20
4	14.685	587.40
3	13.990	559.60
2	13.525	541.00
1	13.075	523.00

WAGE SCHEDULE - G
EFFECTIVE APRIL 1, 2013
BASIC WEEKLY WAGE RATES
ON 40 HOUR WORK-WEEK BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS

Pay Group	First Step		Second Step	
	Hourly	Weekly	Hourly	Weekly
24	\$43.410	\$1,736.40	\$45.345	\$1,813.80
Ch. L. Mech. A H.S.	41.895	1,675.80	43.720	1,748.80
23	41.635	1,665.40	43.410	1,736.40
22	39.805	1,592.20	41.635	1,665.40
21.5	39.290	1,571.60	40.720	1,628.80
Line Mech. H.S.	38.500	1,540.00	39.935	1,597.40
21	37.960	1,518.40	39.805	1,592.20
20	36.525	1,461.00	37.960	1,518.40
19	34.830	1,393.20	36.525	1,461.00
18	33.375	1,335.00	34.830	1,393.20
17	31.870	1,274.80	33.375	1,335.00
16	30.470	1,218.80	31.870	1,274.80
15	29.345	1,173.80	30.470	1,218.80
14	28.095	1,123.80	29.345	1,173.80
13	26.840	1,073.60	28.095	1,123.80
12	25.800	1,032.00	26.840	1,073.60
11	24.890	995.60	25.800	1,032.00
10	23.900	956.00	24.890	995.60
9	22.945	917.80	23.900	956.00
8	22.130	885.20	23.945	917.80
7	21.165	846.60	22.130	885.20
6	20.355	814.20	21.165	846.60
5	19.390	775.60	20.355	814.20
4	18.735	749.40	19.390	775.60
3	17.895	715.80	18.735	749.40
2	17.335	693.40	17.895	715.80
1	16.790	671.60	17.335	693.40

WAGE SCHEDULE – H
EFFECTIVE APRIL 1, 2013
BASIC WEEKLY WAGE RATES
ON 40 HOUR WORK-WEEK BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS
ALL EMPLOYEES HIRED ON OR AFTER JUNE 1, 1982

Pay Group	First Step		Second Step	
	Hourly	Weekly	Hourly	Weekly
24	\$42.410	\$1,696.40	\$44.345	\$1,773.80
Ch. L. Mech. A H.S.	40.895	1,635.80	42.720	1,708.80
23	40.635	1,625.40	42.410	1,696.40
22	38.805	1,552.20	40.635	1,625.40
21.5	38.290	1,531.60	39.720	1,588.80
Line Mech. H.S.	37.500	1,500.00	38.935	1,557.40
21	36.960	1,478.40	38.805	1,552.20
20	35.525	1,421.00	36.960	1,478.40
19	33.830	1,353.20	35.525	1,421.00
18	32.375	1,295.00	33.830	1,353.20
17	30.870	1,234.80	32.375	1,295.00
16	29.470	1,178.80	30.870	1,234.80
15	28.345	1,133.80	29.470	1,178.80
14	27.095	1,083.80	28.345	1,133.80
13	25.840	1,033.60	27.095	1,083.80
12	24.800	992.00	25.840	1,033.60
11	23.890	955.60	24.800	992.00
10	22.900	916.00	23.890	955.60
9	21.945	877.80	22.900	916.00
8	21.130	845.20	21.945	877.80
7	20.165	806.60	21.130	845.20
6	19.355	774.20	20.165	806.60
5	18.390	735.60	19.355	774.20
4	17.735	709.40	18.390	735.60
3	16.895	675.80	17.735	709.40
2	16.335	653.40	16.895	675.80
1	15.790	631.60	16.335	653.40

This Wage Schedule H is applicable to all Employees hired on or after June 1, 1982 and will remain in effect until such Employee completes one (1) year of continuous service and has attained Probationary or Regular status at which time such Employee will be placed in the appropriate Pay Group and Step of Wage Schedule G.

**WAGE SCHEDULE - I
EFFECTIVE APRIL 1, 2013
BASIC WEEKLY WAGE RATES
ON 40 HOUR WORK-WEEK BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS
STUDENT PAY RATES - SUMMER EMPLOYMENT**

Pay Group	Hourly	Weekly
10	\$19.465	\$778.60
9	18.655	746.20
8	17.965	718.60
7	17.145	685.80
6	16.455	658.20
5	15.635	625.40
4	15.075	603.00
3	14.365	574.60
2	13.885	555.40
1	13.425	537.00

SCHEDULE A
INDEX OF JOB TITLES

Odd numbered jobs are in the Production and Maintenance Group. Even numbered jobs are in the Technical, Office and Clerical Group.

Job number suffixes indicate automatic progression as follows:

- S - Starting job in automatic progression series all Divisions
- SC - Starting job in automatic progression series Central Division
- SE - Starting job in automatic progression series Eastern Division
- SW - Starting job in automatic progression series Western Division
- P₁ - First step above starting job in automatic progression all Divisions
- P₁C - First step above starting job in automatic progression Central Division
- P₁E - First step above starting job in automatic progression Eastern Division
- P₁W - First step above starting job in automatic progression Western Division
- P₂ - Second step above starting job in automatic progression all Divisions
- P₂C - Second step above starting job in automatic progression Central Division
- P₂E - Second step above starting job in automatic progression Eastern Division
- P₂W - Second step above starting job in automatic progression Western Division
- P₃ - Third step above starting job in automatic progression all Divisions
- P₃C - Third step above starting job in automatic progression Central Division
- P₃E - Third step above starting job in automatic progression Eastern Division
- P₃W - Third step above starting job in automatic progression Western Division
- P₄ - Fourth step above starting job in automatic progression all Divisions

Job No.	Job Title	Pay Group	Class of Employee		
			Day*	Shift	Scheduled
5392	Accounting & Report Clerk A	16	X	-	-
5402	Accounting & Report Clerk B	18	X	-	-
5272 S	Accounts Payable Clerk A	11	X	-	-
5282 P ₁	Accounts Payable Clerk B	14	X	-	-
5292 P ₂	Accounts Payable Clerk C	17	X	-	-
9792	Administrative Clerk A	1	X	-	-
5844 S	Application Developer A	14	-	-	X
5854 P ₁	Application Developer B	17	-	-	X
5864 P ₂	Application Developer C	19	-	-	X
5874 P ₃	Application Developer D	22	-	-	X
0302	Assistant Line, Cable and Street Lighting Clerk	15	X	-	-
2302	Assistant Mail and Agency Remittance Clerk	7	X	-	-
1372	Assistant Material Procurement Clerk – Engineering	18	X	-	-
2672	Assistant Statistical Clerk - Corporate	11	X	-	-
0833	Assistant Switchboard Operator B	15	-	X	-
0843	Assistant Switchboard Operator C	18	-	X	-
2223	Assistant Trouble Dispatcher	20	-	X	-
8234	Audio Visual Technician	21	-	-	X
5752	Balance and Control Clerk	15	X	-	-
5724	Bill Checking Clerk	10	-	-	X
9252	Bill Insert Operator	9	X	-	-
1402	Blueprint & Photostat Operator A	8	X	-	-
1412	Blueprint & Photostat Operator B	12	X	-	-
5312	Bookkeeping Machine Operator Clerk	10	X	-	-
2402	Bookkeeping Machine Operator – Treasury	10	X	-	-
5153	Building Custodian A	17	-	-	X
0712	Building Maintenance Clerk	15	X	-	-
5143	Building Maintenance Mechanic	15	-	-	X
5133	Building Utility Mechanic	13	-	-	X
5684	Burster Operator	9	-	-	X
2011 P ₁	Cable Splicer A	13	X	-	-
2021 P ₂	Cable Splicer B	16	X	-	-
2031	Cable Splicer C	20	X	-	-
2001 S	Cable Splicer Helper	10	X	-	-
3622	Cash Proof Clerk	11	X	-	-
2322	Cashier Clerk A	12	X	-	-
2332	Cashier Clerk B	18	X	-	-
2041	Chief Cable Splicer A	22	X	-	-
3592	Chief Clerk – Collection Section	22	X	-	-
7632	Chief Clerk – Commercial Department	20	X	-	-
9870	Chief Collections Services Associate	22	-	-	Note 4
1031	Chief District Operator A	24	X	-	-
3041	Chief Electrician A	21	X	-	Note 11
5591	Chief Equipment Operator A	21	X	-	-
5443	Chief Fleet Technician	21	-	-	X
6281	Chief Gas Mechanic A	21	X	-	-
6101	Chief Gas Meter Mechanic A	23	X	-	-
9011	Chief Laborer A	16	X	-	Note 2
2181	Chief Line Mechanic A	21	X	-	Note 11
2191	Chief Line Mechanic A - Hot Stick	**	X	-	Note 11
2201	Chief Line Mechanic B - Hot Stick	24	X	-	Note 11
3201	Chief Maintenance Mechanic A	21	X	-	Note 11
3121	Chief Mechanic A	21	X	-	-

Job No.	Job Title	Pay Group	Class of Employee		
			Day*	Shift	Scheduled
4271	Chief Meter Mechanic A	21	X	-	-
0971	Chief Operator A	21	X	-	-
0981	Chief Operator B	22	X	-	-
9372	Chief Printing specialist	19	X	-	-
3012	Chief Receiving Teller	17	X	-	-
7251	Chief Service Dispatcher	22	X	-	-
7043	Chief Service Representative A	21	-	-	X
5181	Chief Stationary Engineer	21	X	-	-
2383	Chief Street Light Service Mechanic A	18	-	-	X
0151	Chief Technician A	23	X	-	Note 3
4041	Chief Tester A	21	X	-	-
4101	Chief Test and Installer	23	X	-	-
4111	Chief Test & Installer A – Special	23	X	-	-
2101	Chief Tree Trimmer A	21	X	-	-
5122 P ₁	Classification Clerk	19	X	-	-
5112 S	Classification Clerk – T	17	X	-	-
9866 S	Collection Services Associate A	3	-	-	Note 4 & 8
9876 P ₁	Collection Services Associate B	6	-	-	Note 4 & 8
9886 P ₂	Collection Services Associate C	10	-	-	Note 4 & 8
9896 P ₃	Collection Services Associate D	15	-	-	Note 4 & 8
4201	Communications Tester A	20	X	-	-
4211	Communications Tester B	22	X	-	-
4221	Communications Tester C	24	X	-	-
5804 S	Computer Application Programmer A	11	-	-	X
5814 P ₁	Computer Application Programmer B	16	-	-	X
5824 P ₂	Computer Application Programmer C	22	-	-	X
5834	Computer Application Programmer D	24	-	-	X
1942	Construction Instrument Operator A	18	X	-	-
1952	Construction Instrument Operator B	22	X	-	-
7582	Consumer Clerk A	10	X	-	-
7592	Consumer Clerk B	15	X	-	-
7502 S	Consumer Representative A	14	X	-	Note 1
7512 P ₁	Consumer Representative B	17	X	-	Note 1
7522 P ₂	Consumer Representative C	21	X	-	Note 1
9012	Custodian of Records A	11	X	-	-
9022	Custodian of Records B	15	X	-	-
9032	Custodian of Records C	18	X	-	-
3444 S	Customer Representative A	6	-	-	X
3454 P ₁	Customer Representative B	10	-	-	X
3464	Customer Representative C	13	-	-	X
3474	Customer Representative D	18	-	-	X
3102	Customer Service Order Room Clerk	7	X	-	-
3224	Customer Service Telephone File Clerk	11	-	-	X
0914 S	Design Representative A	14	X	-	-
0954 P ₁	Design Representative A – Electric	14	X	-	-
0924 P ₁	Design Representative B	17	X	-	-
0964 P ₂	Design Representative B – Electric	17	X	-	-
0934 P ₂	Design Representative C	20	X	-	-
0974	Design Representative C – Electric	20	X	-	-
1702 P ₂	Designer A	19	X	-	Note 3
1712 P ₃	Designer B	22	X	-	Note 3
1722	Designer C	24	X	-	Note 3
7742	Display Specialist A	19	X	-	-

Job No.	Job Title	Pay Group	Class of Employee		
			Day*	Shift	Scheduled
7752	Display Specialist B	21	X	-	-
2241	Distribution Inspector A	13	X	-	-
2251	Distribution Inspector B	16	X	-	-
2261	Distribution Inspector C	19	X	-	-
0352	Distribution Office Clerk A	8	X	-	-
0362	Distribution Office Clerk B	11	X	-	-
0372	Distribution Office Clerk C	15	X	-	-
0902	Distribution Planning Department Clerk	15	X	-	-
1003	District Operator A	20	-	X	-
1013	District Operator B	22	-	X	-
1023	District Operator C	24	-	X	-
5412	Divisional Accountant	23	X	-	-
1512 S	Drafting Technician B	13	X	-	Note 3
1522 P ₁	Drafting Technician C	17	X	-	Note 3
5501	Driver A	8	X	-	-
5503	Driver B	14	-	-	X
5624 S	EDP Console Operator A-T	15	-	-	X
5634 P ₁	EDP Console Operator B	18	-	-	X
5694	EDP Control Checking Clerk	11	X	-	-
5604 S	EDP Equipment Operator A-T	11	-	-	X
5614 P ₁	EDP Equipment Operator B	14	-	-	X
5662	EDP Programmer C – Special	20	X	-	-
0912 S	Electric Planner A-T	12	X	-	-
0922 P ₁	Electric Planner B	16	X	-	-
0942	Electric Planner C	20	X	-	-
0952	Electric Planner D	24	X	-	-
3011 P ₁	Electrician A	13	X	-	Note 11
3021 P ₂	Electrician B	16	X	-	Note 11
3031	Electrician C	19	X	-	Note 11
3001 S	Electrician Helper	10	X	-	Note 11
7562	Energy Conservation Representative	15	X	-	Note 1
1202	Engineering Clerk A	8	X	-	-
1212	Engineering Clerk B	12	X	-	-
1222	Engineering Clerk B	16	X	-	-
1302	Engineering Records Clerk A	16	X	-	-
1312	Engineering Records Clerk B	20	X	-	-
5561 P ₁	Equipment Operator A	13	X	-	-
5571 P ₂	Equipment Operator B	16	X	-	-
5581	Equipment Operator C	19	X	-	-
5551 S	Equipment Operator Helper	10	X	-	-
4121 S	Field Tester A	10	X	-	-
4131 P ₁	Field Tester B	14	X	-	-
4141 P ₂	Field Tester C	18	X	-	-
4151	Field Tester D	20	X	-	-
4161	Field Tester E	22	X	-	-
9002	File Clerk	11	X	-	-
8442	File Clerk – Law Department	11	X	-	-
5413 S	Fleet Technician A	13	-	-	X
5423 P ₁	Fleet Technician B	16	-	-	X
5433 P ₂	Fleet Technician C	19	-	-	X
8012	Fuel Clerk	13	X	-	-
5403	Fleet Utility Person	10	-	-	X
6491	Gas Construction Inspector	19	X	-	-

Job No.	Job Title	Pay Group	Class of Employee		
			Day*	Shift	Scheduled
6471 S	Gas Line Inspector A	16	X	-	-
6481	Gas Line Inspector B	18	X	-	-
6211 P ₁	Gas Mechanic A	13	X	-	-
6221 P ₂	Gas Mechanic B	16	X	-	-
6231 P ₃	Gas Mechanic C	19	X	-	-
6201 S	Gas Mechanic Helper	10	X	-	-
6001 S	Gas Meter Mechanic A	10	X	-	-
6011 P ₁	Gas Meter Mechanic B	14	X	-	-
6021 P ₂	Gas Meter Mechanic C	18	X	-	-
6031	Gas Meter Mechanic D	21	X	-	-
0962 S	Gas Planner A-T	12	X	-	-
0972 P ₁	Gas Planner B	16	X	-	-
0982	Gas Planner C	20	X	-	-
6461	Gas Station Inspector	13	X	-	-
6343	Gas Traveling Operator	17	-	X	-
3772	General Clerk – Bill Information and Meter Orders	17	X	-	-
0632	General Meter Clerk	15	X	-	-
8252 P ₁	Graphic Artist	23	X	-	-
8242 S	Graphic Artist – T	14	X	-	-
5073	Guard	9	-	X	X
9652	Head Clerk – Stenographic Department	16	X	-	-
5103	Head Janitor	13	-	-	X
9242	Head Mail Clerk	15	X	-	-
3022	Head Receiving Teller	20	X	-	-
9864	Head Telephone Operator – PBX	14	-	X	X
9872	In-Source Representative	-	-	-	Note 9
1862	Instrument Operator A	18	X	-	-
1872	Instrument Operator B	22	X	-	-
5202	Invoice and File Clerk	7	X	-	-
5613 S	Janitor A	3	-	-	X
5623 P ₁	Janitor AA	5	-	-	X
5633 S	Janitor B	5	-	-	X
5643 P ₁	Janitor C	7	-	-	X
5653 P ₂	Janitor D	9	-	-	X
5382	Job Order Billing Clerk	14	X	-	-
9202 S	Junior Clerk	3	X	-	-
4522 P ₁	Key Punch Operator A	7	X	-	-
4532 P ₂	Key Punch Operator B	10	X	-	-
4502 S	Key Punch Operator – Trainee	3	X	-	-
4301	Laboratory Technician A (Chemical)	20	X	-	-
4321	Laboratory Technician A (Dielectric)	12	X	-	-
4311	Laboratory Technician B (Chemical)	22	X	-	-
4281	Laboratory Technician A (Electrical)	20	X	-	-
4291	Laboratory Technician B (Electrical)	22	X	-	-
9001	Laborer	9	X	-	Note 2
0312	Line, Cable & Street Lighting Clerk	21	X	-	-
2141 P ₁	Line Mechanic A	14	X	-	Note 11
2151 P ₂	Line Mechanic B	16	X	-	Note 11
2161 P ₃	Line Mechanic C	19	X	-	Note 11
2131	Line Mechanic Driver	14	X	-	Note 11
2121 S	Line Mechanic Helper	10	X	-	Note 11
2171 P ₄	Line Mechanic – Hot Stick	**	X	-	Note 11
9222	Mail Clerk A	8	X	-	-
9232	Mail Clerk B (as designated)	13	X	-	-

Job No.	Job Title	Pay Group	Class of Employee		
			Day*	Shift	Scheduled
2312	Mail Remittance Teller	11	X	-	-
1103	Maintenance Evaluator	Note 7	-	-	X
3161 S	Maintenance Helper	10	X	-	Note 11
3171 P ₁	Maintenance Mechanic A	13	X	-	Note 11
3181 P ₂	Maintenance Mechanic B	16	X	-	Note 11
3191	Maintenance Mechanic C	19	X	-	Note 11
1532 S	Maps and Records Technician A	13	X	-	-
1542 P ₁	Maps and Records Technician B	17	X	-	-
1552 P ₂	Map and Records Designer	19	X	-	-
1562	Maps and Records Senior Designer	22	X	-	-
1533	Materials Handler	12	X	-	-
5051	Matron	3	X	-	-
3091 P ₁	Mechanic A	13	X	-	-
3101 P ₂	Mechanic B	16	X	-	-
3111	Mechanic C	19	X	-	-
3081 S	Mechanic Helper	10	X	-	-
2202	Meter Card File Clerk	8	X	-	-
0622	Meter Clerk	11	X	-	-
4261	Meter Mechanic	20	X	-	-
5742	Meter Order Record Clerk	11	X	-	-
4231 SC	Meter Shop Tester A	10	X	-	-
4241 P ₁ C	Meter Shop Tester B	14	X	-	-
4241 P ₂	Meter Shop Tester C	18	X	-	-
3842	Miscellaneous Account Receivable Clerk	13	X	-	-
5552	Monthly Payroll Clerk	18	X	-	-
4102	Office Helper	3	X	-	-
9212	Office Messenger	1	X	-	-
0412 S	Office Technician A	8	X	-	-
0422 P ₁	Office Technician B	11	X	-	-
0432 P ₂	Office Technician C	14	X	-	-
0492	Operations Administrative Clerk	19	X	-	-
2301	One-Person Line/Trouble Mechanic	22	-	-	X
0442	Operations Clerk A	11	X	-	-
0452	Operations Clerk B	16	X	-	-
0472	Operations Clerk C	19	X	-	-
8091	Operations Storekeeper	17	X	-	-
0803	Operations – Caretaker	15	-	-	X
0382	Order Completion Clerk	18	X	-	-
3302	Outside Investigator	19	X	-	-
5483	Parking Lot Attendant	8	-	-	X
2992	Payment Processing Handler	9	X	-	-
5522	Payroll Control Clerk	15	X	-	-
5502	Payroll File Clerk	8	X	-	-
8202	Photographer A	9	X	-	-
8212	Photographer B	16	X	-	-
8222	Photographer C	19	X	-	-
9042	Platform Attendant	11	-	-	Note 1
1603 S	Plant Guard A	6	-	X	X
1613 P ₁	Plant Guard B	8	-	X	X
1623 P ₂	Plant Guard C	10	-	X	X
1602 P ₂	Plant Inventory Recorder A	19	X	-	Note 3
1612	Plant Inventory Recorder B	22	X	-	Note 3
0542	Pole Clerk	15	X	-	-
1102 S	Power Control Clerk A-T	16	X	-	-

Job No.	Job Title	Pay Group	Class of Employee		
			Day*	Shift	Scheduled
1112 P ₁	Power Control Clerk B	22	X	-	-
9342 S	Printing Specialist A	8	X	-	-
9352 P ₁	Printing Specialist B	12	X	-	-
9362 P ₂	Printing Specialist C	16	X	-	-
2052 S	Property Record Clerk A-T	15	X	-	-
2062 P ₁	Property Record Clerk B	18	X	-	-
2102	Property Record Detail Ledger Clerk	15	X	-	-
2012	Property Record Order Traffic Clerk	11	X	-	-
2032	Property Record Plant Cost Clerk	21	X	-	-
2142	Property Record Senior Report Clerk	21	X	-	-
8232	Public Affairs Clerk	15	X	-	-
8052	Purchase Clerk A	8	X	-	-
8062	Purchase Clerk B	13	X	-	-
8072	Purchase Clerk C	19	X	-	-
8152	Purchasing Processing Clerk A	7	X	-	-
8162	Purchasing Processing Clerk B	9	X	-	-
8172	Purchasing Processing Clerk C	11	X	-	-
1531	Receiver and Shipper	18	X	-	-
2722	Receiving Teller	11	X	-	-
9822	Receptionist	10	X	-	-
5531	Recycling Equipment Operator A	18	X	-	-
5541	Recycling Equipment Operator B	20	X	-	-
1283 S	Regional Operator A	22	-	X	-
1293 P ₁	Regional Operator B	24	-	X	-
4171	Relay Tester A	20	X	-	Note 11
4181	Relay Tester B	22	X	-	Note 11
4191	Relay Tester C	24	X	-	Note 11
1123	Relief Operator A	9	-	X	-
1133	Relief Operator B	10	-	X	-
1143	Relief Operator C	11	-	X	-
1153	Relief Operator D	12	-	X	-
1163	Relief Operator E	13	-	X	-
1173	Relief Operator F	14	-	X	-
1183	Relief Operator G	15	-	X	-
1193	Relief Operator H	16	-	X	-
1203	Relief Operator J	17	-	X	-
1213	Relief Operator K	18	-	X	-
1223	Relief Operator L	19	-	X	-
1233	Relief Operator M	20	-	X	-
1243	Relief Operator N	21	-	X	-
1253	Relief Operator P	22	-	X	-
1263	Relief Operator Q	23	-	X	-
1273	Relief Operator R	24	-	X	-
4372	Revenue & Statistics Clerk	17	X	-	-
8552	Right of Way Agent A	18	X	-	Note 1
8562	Right of Way Agent B	22	X	-	Note 1
1802 S	Rodhand A	10	X	-	-
1812 P ₁	Rodhand B	13	X	-	-
1822	Rodhand C	15	X	-	-
0992	Safety and Training Clerk	14	X	-	-
2112	Senior Card Record Clerk	18	X	-	-
5142	Senior Classification Clerk	22	X	-	-

Job No.	Job Title	Pay Group	Class of Employee		
			Day*	Shift	Scheduled
9868	Senior Collection Services Associate	18	-	-	Note 4
3484	Senior Customer Representative	19	-	-	X
0392	Senior Distribution Office Clerk	21	X	-	-
4552	Senior Key Punch Operator	17	X	-	-
0682	Senior Meter Records Clerk	19	X	-	-
0482	Senior Office Technician	17	X	-	-
5542	Senior Payroll Clerk	21	X	-	-
8082	Senior Purchase Clerk	22	X	-	-
7862	Senior Service Clerk	16	X	-	-
8472	Senior Tax Clerk	18	X	-	-
2382	Senior Treasury Clerk	22	X	-	-
7852	Service Clerk	11	X	-	Note 2
7872	Service Department Tracer File Clerk	11	X	-	-
7203	Service Dispatcher A	16	-	-	X
7213	Service Dispatcher B	19	-	X	X
7223	Service Dispatcher C	20	-	X	X
7842	Service Order Clerk	7	X	-	Note 2
7013	Service Representative A	13	-	-	X
7023 S	Service Representative B	17	-	-	X
7033 P ₁	Service Representative C	20	-	-	X
7053 S	Service Representative B – Electric	16	-	-	X
7063 P ₁	Service Representative C – Electric	19	-	-	X
7003	Service Representative Helper	10	-	-	X
9522 S	Shareholder Services Representative A	11	X	-	-
9532 P ₁	Shareholder Services Representative B	14	X	-	-
9542	Shareholder Services Representative C	17	X	-	-
1232	Special Engineering Clerk	21	X	-	-
2392	Special Treasury Clerk	21	X	-	-
5173	Stationary Engineer	18	-	X	-
2692	Statistical Accountant – Corporate	23	X	-	-
2682	Statistical Clerk – Corporate	20	X	-	-
9732 S	Stenographer A	7	X	-	-
9742 P ₁	Stenographer B	9	X	-	-
9752 P ₂	Stenographer C	11	X	-	-
9762 S	Stenographer Clerk A	7	X	-	-
9772 P ₁	Stenographer Clerk B	9	X	-	-
9782 P ₂	Stenographer Clerk C	11	X	-	-
1503 S	Stock Handler A	10	-	-	X
1513 P ₁	Stock Handler B	14	-	-	X
1523 P ₂	Stock Handler C	17	-	-	X
1541	Storekeeper A	19	X	-	-
1551	Storekeeper B	20	X	-	-
1561	Storekeeper C	22	X	-	-
5362	Stores Accounting Clerk	19	X	-	-
5342	Stores Inventory Clerk	16	X	-	-
5322	Stores Inventory Helper	12	X	-	-
2363 P ₁	Street Light Service Mechanic A	13	-	-	X
2373 P ₂	Street Light Service Mechanic B	16	-	-	X
2393	Street Light Service Mechanic C	19	-	-	Note 10
2353 S	Street Light Service Mechanic Helper	10	-	-	X
0863	Switchboard Operator A	15	-	X	-
0873	Switchboard Operator B	17	-	X	-
0883	Switchboard Operator C	18	-	X	-

Job No.	Job Title	Pay Group	Class of Employee		
			Day*	Shift	Scheduled
0893	Switchboard Operator D	19	-	X	-
0903	Switchboard Operator E	20	-	X	-
0913	Switchboard Operator F	21	-	X	-
0923	Switchboard Operator G	22	-	X	-
6543 S	System Gas Control Operator A	20	-	X	-
6553 P ₁	System Gas Control Operator B	24	-	X	-
7912	System Rate Clerk	20	X	-	-
5674	Tape Record Clerk	15	-	-	X
0101 S	Technician A	10	X	-	-
0111 P ₁	Technician B	14	X	-	-
0121 P ₂	Technician C	17	X	-	-
0131 P ₃	Technician D	21	X	-	-
0141	Technician E	23	X	-	-
1091	Technician – Substation Department	21	X	-	-
9854	Telephone Operator – PBX	10	-	X	X
4001 S	Tester A	10	X	-	-
4011 P ₁	Tester B	13	X	-	-
4021	Tester C	16	X	-	-
4031	Tester D	19	X	-	-
4081	Test Specialist A	21	X	-	-
4091	Test Specialist B	23	X	-	-
3241	Tool Custodian	13	X	-	-
0522	Transformer Stock Record and Control Clerk	14	X	-	-
0802 S	Transportation Clerk A	12	X	-	-
0812 P ₁	Transportation Clerk B	15	X	-	-
5463	Transportation Dispatcher	15	-	-	X
5453	Transportation Tool and Stock Attendant	17	-	-	X
1043	Traveling Operator A	16	-	X	-
1053	Traveling Operator B	18	-	X	-
1063	Traveling Operator C	20	-	X	-
1073	Traveling Operator D	22	-	X	-
2342	Treasury Clerk A	11	X	-	-
2352	Treasury Clerk B	16	X	-	-
2071 P ₁	Tree Trimmer A	13	X	-	-
2081 P ₂	Tree Trimmer B	16	X	-	-
2091 P ₃	Tree Trimmer C	19	X	-	-
2061 S	Tree Trimmer Helper	10	X	-	-
2233	Trouble Dispatcher	22	-	X	-
2303	Trouble Mechanic A – Hot Stick	21	-	X	Note 11
2313	Trouble Mechanic B – Hot Stick	23	-	X	Note 11
2323	Trouble Mechanic C – Hot Stick	22	-	X	Note 11
2333	Trouble Mechanic D – Hot Stick	24	-	X	Note 11
9662 S	Typist A	4	X	-	-
9672 P ₁	Typist B	6	X	-	-
9682 P ₂	Typist C	8	X	-	-
9702 S	Typist Clerk A	4	X	-	-
9712 P ₁	Typist Clerk B	6	X	-	-
9722 P ₂	Typist Clerk C	8	X	-	-
2212	Unit Card Record Clerk	13	X	-	-
9021	Utility Mechanic A	8	X	-	-
9031	Utility Mechanic B	12	X	-	-
9041	Utility Mechanic C	16	X	-	-
8102	Warehouse Clerk	13	X	-	-
5203	Window Washer	13	-	-	x

Note 1. Employees in this classification are scheduled workers to the extent that they are subject to irregular hours of work, Monday through Friday. In all other respects they have the status of day workers.

Note 2. Certain Employees are scheduled workers.

Note 3. The S and P₁ for Designers are in the Drafting Technician Series; and the S and P₁ for Plant Inventory Recorders are in the Drafting Technician Series.

Note 4. Employees in this classification are on a modified schedule of 8:00 a.m. to 9:00 p.m. Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturday. The starting time for such schedules shall be adjusted accordingly when summer hours are applicable.

*Certain assignments under day worker titles are performed as scheduled workers as set forth and limited below.

The scheduled work assignments set forth below, where limited by a number, establish only the maximum number of Employees who may be scheduled at any one time and the actual number, if any, is determined by the requirements of the work at the time. The limiting number refers only to the maximum assignments of this nature which may exist at any one time, although over a period different Employees may be assigned, from time to time, to these duties, in order to divide the work equitably among the Employees in the group.

- (a) Qualified motor vehicle operators as required to maintain inter-office delivery service.
- (b) One Chief Mechanic A (Air Conditioning) and one Mechanic Helper for night duty at the Syracuse Office Complex.
- (c) One Electrician C and one Electrician Helper for night duty at the Syracuse Office Complex.
- (d) See Appendix D, Paragraph 11.
Five Assistant Mail and Agency Remittance Clerks in Syracuse (Treasury Dept.).
Two Mail Remittance Tellers in Syracuse (Treasury Dept.).

Note 5. Intentionally Left Blank

Note 6. Intentionally Left Blank

Note 7. An Employee assigned this position will be paid the same pay group as the chief within the respective series.

Note 8. Employees in this title progress in accordance with the provisions of the job specification based on qualifications and time in grade from pay group 3 to 6 to 10 to 15.

Note 9. Pay levels and work schedules for Employees holding this job title vary and are set in accordance with the provisions of the job specification.

Note 10. Employees in this classification are scheduled workers on a modified schedule. Hours of work may be as follows:

- (a) Monday – Saturday from 3:30 p.m. to midnight during the non-construction season with a ½ hour unpaid meal period.
- (b) Monday – Saturday from 6:00 p.m. to 2:00 a.m. during the construction season with a 20 minute paid meal period.

Note 11. Up to thirty percent (30%) of qualified Line Mechanics in the division will be classified as a Scheduled Worker. This includes One Person Line/Trouble Crews, Line Mechanics and Trouble Mechanics. As of January 1, 2008 all Line Mechanic positions below the C level will be reclassified to the Day Worker status. In addition, all Scheduled Worker positions of Chief Line Mechanic, Line Mechanic C or Line Mechanic Hotstick will remain classified as a Scheduled Worker. In those locations where the Company has determined that scheduled crews are required, any B Line Mechanic who progresses to the C Line Mechanic position will become a Scheduled Worker.

Once the management determined level of Line Mechanic C - Scheduled Workers have been obtained in a location, any additional Line Mechanic B who progresses to the C level will be reclassified as a Scheduled Worker and the senior Hotstick or C at that location will become a Day Worker.

Scheduled Chiefs will be posted as necessary at locations determined by management and will be included in the thirty percent calculation. If a Chief – Day Worker position is to be filled in a location where a scheduled Chief exists, the position will be posted as a Chief – Scheduled Worker and the senior scheduled Chief will move into the Day position.

The assignment of work to Line Mechanics on a scheduled status will consist of customer work and DOT type work. However, these employees may be reassigned while working, to complete or continue to complete emergency work.

Scheduled Line Mechanics will be provided one week notice for a change in schedule. Less notice can be provided with mutual agreement. Forty- eight (48) hours notice can be provided when employees are required to attend training or Company meetings. Where sufficient numbers of qualified Line Mechanic - Scheduled Workers exist, the assignment of scheduled work will be on a seniority basis.

**SCHEDULE A
T.O.C. PROGRESSION JOBS**

Job No.	Job Title	Progresses to Job Title	Maximum Time Interval
5272	Accounts Payable Clerk A	Accounts Payable Clerk B	18 Mos.
5844	Application Developer A	Application Developer B	3 Yrs.
5854	Application Developer B	Application Developer C	3 Yrs.
5864	Application Developer C	Application Developer D	3 Yrs.
5112	Classification Clerk-T	Classification Clerk	2 Yrs.
3574	Collection Representative A	Collection Representative B	1 Yr.
9866	Collection Services Associate A	Collection Services Associate B	1 Yr.
9876	Collection Services Associate B	Collection Services Associate C	3 Yrs.
9886	Collection Services Associate C	Collection Services Associate D	3 Yrs.
5804	Computer Application Programmer A	Computer Application Programmer B	1 Yr.
5814	Computer Application Programmer B	Computer Application Programmer C	3 Yrs.
7502	Consumer Representative A	Consumer Representative B	1½ Yrs.
7512	Consumer Representative B	Consumer Representative C	4 Yrs.
3444	Customer Representative A	Customer Representative B	1 Yr.
3454	Customer Representative B	Customer Representative C	1 Yr.
0914	Design Representative A	Design Representative B	2 Yrs.
0924	Design Representative B	Design Representative C	2 Yrs.
0954	Design Representative A - Electric	Design Representative B – Electric	2 Yrs.
1512	Drafting Technician B	Drafting Technician C	2 Yrs.
1522	Drafting Technician C	Designer A	2 Yrs.
1702	Designer A	Designer B	2 Yrs.
1522	Drafting Technician C	Plant Inventory Recorder A	2 Yrs.
5624	EDP Console Operator A-T	EDP Console Operator B	2 Yrs.
5604	EDP Equipment Operator A-T	EDP Equipment Operator B	2 Yrs.
0912	Electric Planner A-T	Electric Planner B	1½ Yrs.
0962	Gas Planner A-T	Gas Planner B	1½ Yrs.
8242	Graphic Artist-T	Graphic Artist	4 Yrs.
9202	Junior Clerk	Classification for which trained	6 Mos.
4502	Key Punch Operator Trainee	Key Punch Operator A	3 Mos.
4522	Key Punch Operator A	Key Punch Operator B	1 Yr.
1532	Maps & Records Technician A	Maps & Records Technician B	2 Yrs.
1542	Maps & Records Technician B	Maps & Records Designer	2 Yrs.
0412	Office Technician A	Office Technician B	1 Yr.
0422	Office Technician B	Office Technician C	1 Yr.
1102	Power Control Clerk A-T	Power Control Clerk B	2 Yrs.
9342	Printing Specialist A	Printing Specialist B	1 Yr.
9352	Printing Specialist B	Printing Specialist C	3 Yrs.
2052	Property Record Clerk A-T	Property Record Clerk B	2 Yrs.
1802	Rodhand A	Rodhand B	1 Yr.
9522	Shareholder Services Representative A	Shareholder Services Representative B	1 Yr.
9732	Stenographer A	Stenographer B	1 Yr.
9742	Stenographer B	Stenographer C	1 Yr.
9762	Stenographer Clerk A	Stenographer Clerk B	1 Yr.
9772	Stenographer Clerk B	Stenographer Clerk C	1 Yr.
0802	Transportation Clerk A	Transportation Clerk B	2 Yrs.
9662	Typist A	Typist B	1 Yr.
9672	Typist B	Typist C	1 Yr.
9702	Typist Clerk A	Typist Clerk B	1 Yr.
9712	Typist Clerk B	Typist Clerk C	1 Yr.

APPENDIX A

The terms and conditions of the Appendix apply to each Division individually and, unless otherwise specified in this Appendix, do not provide for cross divisional application of the terms and/or conditions.

1. Seniority Status

For the purpose of promotions, demotion, layoff and reemployment, Company Seniority shall be in accordance with Article VI, Paragraph 14. This section shall not restrict the rights of Employees under Article XI, Paragraph 11. The Company will furnish divisional seniority lists of all Employees on or about February 15th of each year. This list is being provided for purposes of this Agreement only.

2. Posting and Bidding

- a. Job Vacancy postings shall be for seven (7) days, Wednesday through Tuesday. The Company shall make available notices of job vacancies on bulletin boards throughout the division at the work headquarters of the Employees covered hereby, and if practicable, via phone hot line and intranet. Bids will be accepted until the end of the closing date shown on the posting. Company mail, U.S. Mail or any appropriate means may be used to deliver the job bids, but the Company will not be responsible for late bids. Bids received after the job vacancy posting close date will be considered unacceptable unless a receipt from the bid sheet, containing an original signature by a supervisor dated on or before the closing date, is provided to the Company as noted on the job posting within seven (7) calendar days of the posting of the respective bid summary.
- b. Employees desiring to be considered for the vacancy will submit a signed bid sheet within the seven (7) calendar day period provided on the job vacancy posting. This bid sheet shall set forth their qualifications and shall be made on a form provided by the Company showing the specific vacancy for which the bid is made; name, present title, status, work headquarters of the bidder, as well as the bidder's Company seniority date. Employees must submit information pertaining to their qualifications in the qualifications section of the bid sheet. This bid sheet is to be submitted to the Company as noted on the job posting. If an eligible Employee is not available to submit a bid within the prescribed period, the steward or the President/Business Manager of Local Union 97, IBEW or designee may submit a bid for said Employee. For regular, temporary, or duration positions, the job vacancy posting will include the duties and qualifications from the job classification manual.
- c. Duration postings, unless otherwise mutually agreed, may reflect any of the following conditions:
 - i. Regular and eligible Part-Time Employees are eligible bidders so long as it does not result in undue depletion of the department as determined by the Company, from which the Employee is temporarily reassigned. If there are no eligible bidders – Temporary and Probationary Employees who submit bids will be first considered before hiring from outside, however, the Company is under no obligation to award the position to such bidders.

- ii. Employees filling the position will not be permitted to take vacation while filling the job except upon prior supervisory approval in accordance with the provisions of the labor agreement.
 - iii. Employees filling this position will not be eligible bidders on other job vacancies for the duration of the assignment, except for regular progression series job postings.
 - iv. Duration jobs will not exceed six months unless mutually agreed.
- d. Employees not on regular status are not eligible bidders, except as outlined in Section 2 a., but they may use the standard bid form to express their interest in vacancies. There is no obligation on the Company to consider such Employees, whether or not there are regular bidders. Regular Employees with less than two (2) years of service are not eligible to submit bids for a period of six (6) months after having been awarded a regular job under the Post and Bid Procedure, described herein.
- e. The posting Supervisor shall interview and award all jobs within four (4) weeks.
- f. Unless modified by mutual agreement, job vacancy awards will be made on the basis of:
- i. Company Seniority as described in Section A of this Appendix, with qualifications as set forth by the applicable job specifications and this Appendix.⁴
 - ii. Qualifications as to skill, knowledge, experience, attendance record, safety record and performance on other jobs.
 - iii. Certain job classifications will require the successful completion of pre-entrance testing which may include the pre-entrance testing that has been mandated, agreed on, or may be applied per Appendix D, Paragraphs 12 and 34.
- g.
- i. A vacancy may be filled without post and bid by mutual agreement between the Company and the President/Business Manager of Local Union 97, IBEW or designee.

⁴ Where Company Seniority dates are equal, Company seniority shall be determined as follows:

1. The most senior application date for employment (and if equal or unavailable);
2. The use of the Employee's Social Security number in reverse order, one digit at a time until the tie is broken. The higher number shall be considered the most senior.

Note: In the Western Division, for the Employees having identical Company seniority dates, the Employee with the lowest original Employee number shall be considered senior. Employees hired after September 30, 2004 will follow the newly agreed Appendix as described above.

- ii. All mechanic and progression series vacancies left unfilled after posting on a Divisional basis shall be re-posted on a system wide basis, unless otherwise mutually agreed.
- h. If, after promotion, a Regular Employee is found within twelve (12) months to be unsuited for the duties of the new position, including in a progression series, the Company, at its discretion, shall either return the Employee to their former job or assign the Employee to a position that may then be available for which they are qualified, unless otherwise mutually agreed upon and in any event, without loss of seniority. If assigned to a position other than their former job, the Employee will assume the pay rate of the new position to which they are assigned, unless they are otherwise covered under the provisions of Article XI, paragraph 12.
- i. When an Employee is awarded a job under this procedure, the transfer to the new job will be affected within not more than three (3) weeks from the date of the award barring unusual or unforeseen events. The base rate for the new job, if higher and seniority in a progression series will become effective not later than three (3) weeks from the date of the award.
- j. The starting job in a progression series will be the one posted, except in cases where the Company determines that a position of another level is needed. In such cases, the Company will discuss the need with the President/Business Manager of Local Union 97, IBEW or designee prior to the posting. Such postings will be limited to no more than one-fourth of the total number of postings in any given department, system-wide, on a calendar year basis, unless mutually agreed otherwise. For example, if the Line Department posts a total of 28 Line Mechanic positions throughout the system during a calendar year, no more than 7 shall be posted at a level other than Line Mechanic – Helper, with the exception of Chief Line Mechanic A-Hot Stick, as it is outside of the progression. Employees qualified for a higher grade may receive the award to which they are otherwise entitled in whatever grade they are qualified for, up to but not beyond the highest grade to which the progression applies. Exceptions to this rule may occur in new positions which the Company specifically desires to fill in the new starting grade. They will be so marked on the posting.
- k. When an Employee leaves a job within the bargaining unit, the job will be filled in accordance with the provisions of this Appendix or, if the position is not to be filled, the Company will so advise Local Union 97, IBEW within a reasonable period of time, but no longer than sixty calendar days.

3. Demotions and Layoffs

- a. The Company shall determine whether a reduction in the work force is necessary, prepare a detailed plan on how the reduction shall be effectuated, which will be discussed with the Union. The plan should be such as will result in a minimum reduction in pay and minimum changes in location or work assignment of retained Employees. The selection of Employees for layoff, transfer or demotion resulting from a reduction in the work force shall be in the inverse order of their Company seniority unless otherwise mutually agreed.
- b. The detailed plan will consist of Divisional basis information of known vacancies, names, job titles, departments and work locations of Employees holding positions identified to be abolished and estimated time frame for downsizing activity.

The Company will discuss with the Union, in advance, modifications made to the plan as they may arise.

- c. Employees with less than ten (10) years seniority, or hired on or after July 14, 2001, whose specific jobs are abolished or who are bumped from their specific positions, or displaced by the Company for purposes of Security Clause benefits, will be afforded the following options:
 - i. The Employees may bump back to their last prior regular job classification first by their former work headquarters, then by geographic area in which they held the position if they are senior to the incumbent. If the incumbent is senior in this position, the Employee may then bump back to their next last previous specific regular position, first by work headquarters, then by geographic area. If the Employee is unable to bump a junior Employee the process is repeated to their next last previous specific regular job and so on, until they are able to bump a junior Employee or Employees may:
 - ii. Bump a junior Employee in their own present job classification in the following sequence:
 1. Work Headquarters
 2. Geographical Area
 - a. Geographical Areas are understood to be:
 - i. In the Central Division – Mohawk Valley Area, Potsdam Area, Syracuse/Oswego Area, Watertown Area.
 - ii. In the Eastern Division – Capital Area, Northeast Area
 - iii. In the Western Division – Frontier Area, Genesee Area, Southwest Area
 3. Division

In (i) or (ii) above, Employees are required to displace the first junior Employee they are able to bump.
 - iii. Employees who are unable to place themselves under the above procedure will be assigned on a seniority basis to the remaining surplus positions occupied by junior Employees for which they meet the job qualifications, including the starting level of a progression series. The Company will recognize seniority when making placements with the intent of minimizing any reduction in pay and location changes. By mutual agreement, the Company may consider allowing Employees to temporarily exchange work locations if in the same job classification, when directly involved with a bumping process. Employees will not be assigned to a position that results in an immediate pay increase but may be assigned to a progression series that ultimately results in a higher pay level.
 - iv. Employees unable to obtain a position in their own geographic area either through the bumping or placement process will be eligible to be placed on the rehire list.

- d. Any Employee who is demoted three (3) or more pay groups may elect to take a separation allowance rather than accept demotion under these provisions to a lower grade of work. If the Employee accepts the separation allowance, it will be computed under the terms, conditions and limitations of the Separation Allowance Plan on the basis of the wage rate then applicable to the job from which the Employee is demoted. An Employee who elects to take a separation allowance in lieu of a demotion to another job in the same geographic area, will not be on the preferential rehiring list, and if subsequently rehired, will be hired as a new Employee.
- e. A Regular Employee who has been demoted to work of the same grade or a lower grade shall have preferential seniority rights within the local union over other Employees for the job from which the Employee was demoted or for a lower job in that series of jobs until the original vacancy becomes available without surrendering the original preferential seniority rights. Such transcending seniority rights shall also apply to Employees assigned positions under the provisions of Article XI, Paragraph 12 (a) including Employees who reach their former rate. Such transcending seniority rights shall not accrue to Employees who subsequently bid other jobs, who are returned to their former jobs after temporary promotion, or are demoted after unsuccessful trial in a higher rated job, or to Employees who are demoted at their own request. This preferential consideration does not transcend the seniority rights of Employees who have returned to their former jobs after having been on leave of absence for military service.
- f. Regular Employees shall receive two (2) weeks notice of a layoff or two (2) weeks pay in lieu thereof.

4. Transfers

- a. The Company may, at its discretion, transfer Employees up to 35 miles from the Employee's current work location or residence. When it becomes necessary for the Company to transfer an Employee or Employees from one locality or plant to another, or to newly-built facilities without expanding the work force, Employees whose position is being transferred by the Company in the affected location will be first offered the opportunity to transfer to the new location. In the event that any affected Employee(s) do not accept the transfer, the following process will be used:
 - i. The Company shall first offer and assign the transfer to qualified Employees who currently hold the type and level of position in the department and work location being transferred by the Company. The offering and assignment will be made in order of Employees' company seniority.
 - ii. If positions remain unfilled, the Company shall then assign the transfer to qualified Employees who currently hold the type and level of position in the department and work location being transferred by the Company. Such assignments will be made in inverse order of the Employees' company seniority.
 - iii. Subsequent vacancies within the department will be filled by the Company by assigning the Employees in the affected location within the department in order of their company seniority.

- iv. The Company reserves the right to effectuate transfers by abolishing and/or creating positions as it deems necessary.

5. Rehiring

- a. Former Regular Employees who have been laid off shall for a period of two (2) years from the layoff date, be considered for reemployment subject to a physical examination, in their geographic area first, and the division second in accordance with their Company Seniority as of the layoff date. Former Regular Employees who have been laid off, will be given preference before any new applicants are considered for a new job. Former Regular Employees who have been laid off in the Western Division and were on a rehire list prior to September 30, 2004 will be on the bid log for subsequent job postings for which they are qualified. If the layoff period does not exceed two (2) years, the Employee's seniority status, upon reemployment for the purpose of their contract rights only shall be deemed to be the same as if their employment had not been interrupted. With respect to 401k and pension benefits, the applicable plan document controls.
- b. Former Temporary and Probationary Employees, if rehired, will be considered as new Employees.
- c. When a former Regular Employee is offered employment of substantially the same type and grade of work in a regular position in the same geographic area as that performed by the Employee prior to layoff and the Employee does not accept it, there is no further obligation on the part of the Company to offer any other employment at a future date.

6. Stewards

No steward will be recognized by the Company until the Director, Labor Relations has been notified in writing of their appointment by Local Union 97, IBEW.

APPENDIX B

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APPENDIX C

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APPENDIX D

SUPPLEMENTAL UNDERSTANDINGS

Effective June 1, 1976

1. No Employee shall be required to perform work on gas or electric manufacturing, generation, transmission, or distribution facilities owned or operated by a municipal corporation or municipally-owned company in areas where the Company has no franchise to do business, unless the Company is ordered to do so by a duly empowered court or governmental bodies or to maintain the integrity of the Niagara Mohawk System.
2. Any disciplinary documentation prepared by a management Employee, to be filed in an Employee's personnel folder, will be limited to a statement of facts and the discipline only. The President/Business Manager of Local Union 97, IBEW or designee will have the right to submit documentation for attachment to the disciplinary memorandum, if they choose. Disciplinary documentation in an Employee's personnel folder for more than one (1) year will be reviewed annually and by mutual agreement, may be removed.

Effective June 1, 1978

3. Slosh boots will be provided to regular field Employees where there is demonstrated need and with the approval of appropriate supervision. Where boots have been previously issued, slosh boots will be provided on a replacement basis as needed.
4. It is agreed that an agenda item at each quarterly Area Union-Management Safety meeting will relate to Employee input for suggestions relative to the purchase of tools and equipment.
5. The Company will provide Garage Mechanics with two (2) changes of coveralls per week.

Effective June 1, 1980

6. On a System basis, the Company will provide a basic set of appropriate tools on substation maintenance and transportation travel maintenance trucks.
7. Job Classification 9202 - Junior Clerk will be utilized, as specified, for any individual who is awarded a clerical position in Pay Groups four (4) through eight (8) (except in designated Trainee positions) and attains such position through a direct hire or is awarded such position from incumbency in the positions of Office Helper or Office Messenger.

Effective June 1, 1982

8. a. The Company will provide a payroll deduction for any eligible bargaining unit Employee who voluntarily chooses to contribute to COPE (Committee on Political Education) and forward such deduction to the International Brotherhood of Electrical Workers, AFL-CIO, Committee on Political Education. Such deduction will not be taken until an individually signed authorization card is forwarded to the Company. It is understood that the IBEW-COPE will use the money to make

political contributions and expenditures in connection with federal, state and local elections and that voluntary contribution is in response to a joint fund-raising effort by the IBEW and the AFL-CIO.

- b. Local Union 97, IBEW will reimburse the Company for ongoing costs on June 1 each calendar year. This procedure will not be instituted by the Company unless there is a minimum of 300 participants.
 - c. Local Union 97, IBEW or any of its members agrees to hold the Company harmless from any and all liability that may arise by reason of any action taken or not taken by the Company for the purpose of complying with any provision of this understanding.
9. Where Division(s) is/are referenced in this Labor Agreement, such reference will be applicable in accordance with the agreement paragraph in the Preamble on page 9 of this Labor Agreement.
10. The five (5) positions of Assistant Mail and Agency Remittance Clerk and two (2) positions of Mail Remittance Teller in Syracuse (Treasury Department) referenced under the asterisk (*) at the conclusion of Schedule A will be scheduled 8:00 A.M. to 5:00 P.M., Sunday through Thursday. Such positions will be filled by volunteers from appropriate incumbent departmental personnel and subsequent job awards/new hires.

Effective June 1, 1984

11. Whenever bargaining unit Employees are required to work or receive training in another area outside of their geographical area, prompt notification will be made to the President/Business Manager of Local Union 97, IBEW or designee. This understanding is not applicable to Employees involved with system, divisional or regional responsibilities such as: Fleet, Engineering, Meter & Test, etc.
12. Certain job classifications will require the successful completion of a validated physical demands survey prior to award. Other validated testing procedures for specific clerical classifications will be subject to joint review prior to implementation.
13. With certain understandings regarding future staffing, the principles of automatic progression are modified to provide that an Employee who fails to complete required outside schooling will remain at the applicable job level and will not be removed from the job series.
14. Certain understandings regarding safety, training, resolution of problems, etc. were reached regarding the operation and programming of computers and video display terminals.
15. Local Union 97, IBEW will continue their cooperation with the Company in the monitoring of meal abuses with the understanding that the Company will review present internal administrative procedures and adopt a uniform plan to control same.
16. Local Union 97, IBEW will monitor the number of bargaining unit Employees in attendance at meetings with the Company at the System, Division and Committee levels. Specific numbers of Employees at grievance hearings and travel limitations were agreed upon.
17. It is agreed to that when new major transportation equipment or tools are introduced at

the Company, an Employee evaluation form will be initiated for completion by the user. Normally, discussions will subsequently be held at a Joint System Safety Subcommittee meeting before mass purchase is undertaken. However, the Company is under no obligation or restriction in the ultimate decision or purchase of same.

Effective June 1, 1986

18. a. A twenty dollar (\$20.00) bonus will be paid to any Employee who initially reports conditions whereby un-metered or free service is being received. Once the condition is verified, the Employee will receive \$20.00 per device with a maximum of two (2) bonus awards per location, provided that the information leading to the report was not obtained from computer printouts or other sources which are accessible to such Employee in the normal performance of the job.
 - b. A twenty dollar (\$20.00) bonus will be paid to any Employee who initially submits a report whereby the customer is being billed with an incorrect meter multiplier (constant). A five dollar (\$5.00) bonus will be paid to any Employee who initially submits a report whereby the customer is being billed on the incorrect service classification (rate code). This is provided that the information leading to the report was not obtained from computer printouts or other sources which are accessible to such Employee in the normal performance of the job.
19. "Moves and changes" in specific internal telephone system will be performed by Company employees, except as provided for in Article VI.

Effective June 1, 1990

20. Clarification of the qualification for Service Representative A Job Specification, Job No. 7013 is agreed to – under education to include one of the following: Principles of A-C Circuits, Electricity and Magnetism, Electric Power Measurements, Pipe Fitting Practice, Pipes and Fittings or comparable educational course; under experience to include one of the following: Tester, Garage Mechanic, Line Mechanic, Gas Mechanic, Maintenance Mechanic, Mechanic, Cable Splicer, Electrician, Tree Trimmer or Service Representative Helper.
21. Clarifications were agreed upon whereby applicable employees during inclement weather will perform certain productive work which will include maintaining the interior and exterior cleanliness of Company vehicles. It was further agreed that users would perform normal maintenance checks such as oil levels on Company vehicles on a periodic basis
22. Supervision within a Department will designate the type and number of welding certificates/procedures which will be required and maintained by specified Employees within the Department. The reimbursement for any specific certificate/procedure will cease should an Employee fail to maintain the prescribed certification or where applicable bid out of such position. Areas where this is to take place are: Substation Departments, Gas Departments and Shops.
23. Employees required to obtain Federal Drivers' Licenses mandated by the Federal Department of Transportation will be reimbursed by the Company for the initial costs of the written test, the road test and the license. Company training will be provided during work hours.

24. Bidding restriction for Plant Guards is for a five (5) year period with limitations of 25% of an existing complement at a specific work location being eligible for release during a calendar year. Every fourth vacancy in a Plant Guard job will be awarded to a qualified bidder when applicable under the provisions of the Post and Bid Procedure.
25. It was agreed between the parties that where assignment could be reached locally regarding crew complements and the scope of individual projects regarding common trench projects (such as Gas, Electric, Telephone and CATV), this work would be undertaken by Company crews similar to the previously agreed pilot projects.
26. The President/Business Manager of Local Union 97, IBEW or designee will be allowed to participate in a derogatory evaluation of Temporary and Probationary Employees. The Company will furnish the President/Business Manager of Local Union 97, IBEW or designee with copies of all temporary/probationary evaluations.
27. The parties agree that Job 1103, Maintenance Evaluator would be revised to provide consistency and include additional applicable job classifications.

Effective June 1, 1993

28.
 - a. Considering existing procedures, when temporary upgrading of a bargaining unit Employee to a management position is required; the applicable seniority list of qualified personnel will be utilized to obtain a volunteer. If there is no acceptance, the junior qualified person will be drafted for a period not to exceed 3 weeks, unless otherwise mutually agreed upon by the appropriate parties. At the end of the three-week period, the process and draft as stated in this Paragraph shall be repeated as often as necessary for the duration of the temporary upgrading. Individuals not qualified will be so informed and required to correct their deficiencies prior to being temporarily upgraded to a management position.
 - b. When upgrading occurs to a management position by a represented Employee, the resulting vacancy, when it represents the highest pay group within the work group, will be backfilled by upgrading a qualified Employee from within the applicable work group.
 - c. While the represented Employee is upgraded to management, the Employee will only be performing management work and, in addition, the open position will not be replaced or filled by an additional contractor.
 - d. By mutual agreement, a voluntary supervisory training program may be established within a specific work group to enhance in-house upward mobility. The duration of this training program will not exceed the mutually agreed upon time frame within a calendar year.
29. Employees opting to take home study courses in lieu of courses at qualified learning institutions, in order to qualify for promotion in designated progression job series, or for any future promotion, will undertake any testing requirements connected with such courses at Company locations monitored by a management employee. All tests will be returned to the employee by the Company once graded by the specific home study organization. In addition, the Company agrees to pay 100% of the cost of International Correspondence School (ICS) courses.

30. When Vermeer M-50-H, Vermeer T-600, Parsons 626 Trenching Machines or like and current updated equipment are utilized by Gas Department personnel, they will be operated by a Gas Mechanic C or Chief Gas Mechanic A. When a Mueller or Williamson tapping machine is operated by a Gas Mechanic C, the Employee will work with a crew when operating this equipment.
31. With certain understandings, the following job classifications were placed in automatic progression series with a one-year progression step requirement in each position.

a. Plant Guard - A/B/C	Pay Group 6/8/10
b. Typist/Typist Clerk - A/B/C	Pay Group 4/6/8
c. Stenographer/Stenographer Clerk - A/B/C	Pay Group 7/9/11
d. Janitor - B/C/D	Pay Group 5/7/9

Regular and Probationary Employees bidding into such positions at a pay group equal to or higher in the series will be placed at the next applicable higher pay group.

32. The Company informed Local Union 97, IBEW of its plans to more closely review the present field administration of the Inclement Weather provision (Article XV, Para. 4) where it now applies. Local Union 97, IBEW and the Company will cooperate in addressing abuses brought to their attention. Specific cases may be referred for discussion between the Company and Local Union 97, IBEW for the purpose of clarification and resolution.

Effective June 1, 2001

33. A maximum of 25 Customer Service Representative D's in the Central Division will be eligible to telecommute in accordance with certain criteria described in the Memorandum of Understanding on Telecommuting.
34. The Customer Representative D position is revised to include 36 months at pay group 16 prior to achieving pay group 18. This change will not affect Employees who were qualified for the Customer Representative D position as of June 1, 2001.

Effective October 1, 2004

35. Validated testing will be required for job awards in the Meter, T&D and Gas related job series and validated keyboard testing will be required for applicable job specifications.
36. All Memorandums of Agreement between the Company and Local Union 97, IBEW listed on Appendix D-1 are in effect, as provided therein, on October 1, 2004, with the understanding that there may be requirements for modification or elimination due to the recommendations of the agreed upon subcommittees.

Supplemental Provisions

37. The Company agrees to payroll deduction for any eligible bargaining unit Employee who desires to participate in the "Local Unions Savings and Retirement Fund." Such deduction will not be taken until a transmittal list, along with an individually signed authorization card, is forwarded to the Company by the Plan Administrator, "Union Members Equity Plans, Inc.". It is further understood that this procedure will not be

instituted by the Company unless there is a minimum of 100 participants. Local Union 97, IBEW or any of its members agrees to hold the Company harmless from any and all liability that may arise by reason of any action taken or not taken by the Company for the purpose of complying with any provision of this understanding.

38. The Company agrees that its present practice with respect to excused absences for Employees shall be continued during the term of this Agreement.
39. Except as provided for in the Memorandum of Agreement Regarding Fleet Management, the present practice (as of June 1, 1954) of the Company shall be continued regarding the furnishing and replacing of tools and equipment to Employees, but, in addition to this present practice, the Company also agrees, in those areas where tools were not replaced, to replace personally-owned small tools which have become broken or worn out through use on the job, of the same or equivalent kind and quality as that being replaced; provided, however, that the replacement need be only of a kind and quality which the Company, in its opinion, deems to be necessary for satisfactory performance of the job. The Company will furnish work gloves to all Employees who are required to use them in the performance of their work.
40. The Company will pay for the costs of all licenses required in the performance of job duties with the exception that the Company will only pay the difference between the cost of a passenger driver's license and the cost of any other required driver's license.
41. Trucks and substations will be equipped with cool drinking water.
42. The Company indemnifies Employees for their actions in fulfillment of those work activities specifically requested by the Company. The Company further agrees to defend and provide legal representation in actions against Employees arising from performance of their duties on behalf of the Company. Indemnification and legal representation is not provided in instances caused by dishonesty, bad faith or breach of trust.

APPENDIX D-1

The following is a list of Memorandums of Agreement that are in effect between the parties:

1. Accounts Payable Department
2. Application Developer
3. Article XXIII – Accounting Services
4. Article XXIII – Job Classification Review
5. Bucket Truck Crews (revision)
6. Bucket Truck Mechanical Inspections
7. Building Services – Local 79
8. Centralization (or Security Clause)
9. Centralized Payment Processing
10. Collection Services
11. Customer Service Representative
12. Customer Service Mutual Gains
13. Consumer Relations Department
14. COSI Transition
15. Customer Accounting Department Reclassification (revision)
16. Drafting Technicians, Plant Inventory Recorder and Designers
17. Digital Communications Network
18. EDO Operating Model
19. Electric Planners – Automatic Progression – L.U. 1352
20. Electric Planners – Automatic Progression – L.U. 1484
21. Engineering Department Agreement – Eastern Division
22. Fleet Management
23. Gas Department Work Practices
24. Gas Meter Mechanics
25. Hot Stick Maintenance Work
26. Job Reclassifications:
 - a. Tree Trimmer Series
 - b. Meter and Test Series
 - c. Garage Mechanic Series (revision)
 - d. Service Representative Series
27. Materials Management Reclassification
28. Metering Services
29. Mobile Gas Leak Crews
30. NRG Energy, Inc.
31. New York State Independent System Operator, Inc.
32. Operations Clerk B – Eastern Division Joint Board
33. Office Technician Job Series
34. One-Person Line/Trouble Mechanic Positions
35. Part-Time Employees
36. Plant Guard A, B, C
37. Plant Guards Within Bargaining Unit
38. Pneumatic Tools
39. Prescription Safety Eye Glasses
40. Printing Specialist Job Series
41. Programmers, Reclassification of EDP Programmers to Computer Application Programmers
42. PSE&G Transition
43. Purchasing Processing Clerks
44. Regional Operators

45. Relay Tester C Assignments
46. Represented Review Form
47. Residency
48. Rubber Gloving
49. Scheduled One-Person Street Light Service Mechanic C Crew
50. Shareholder Services
51. Sharing URD Installations and Maintenance
52. Storm Emergency Procedures
53. System Gas Control Operators
54. Telecommuting Agreement for Customer Representative D
55. Temporary Employees, Determining Seniority Date for Becoming Regular
56. Tone Equipment
57. Transfer of Employees
58. Transportation Clerks
59. Tree Trimming Work
60. Trouble Mechanics
61. Tubular Steel 765 K V Edic – New Scotland Line
62. Tubular Steel 765 K V Line
63. Two-Person Crews
64. Underground Residential Distribution (URD)
65. Union Officers – Leave of Absence
66. URD Work
67. URD Work Procedures in the Cortland District

APPENDIX E

SELECTED MEMORANDUMS OF AGREEMENT

Included in this Appendix are selected Memorandums of Agreement between the Company and Local Union 97, IBEW. Additional Memorandums of Agreement exist and are in effect between the parties, and are listed in Appendix D-1. Copies of those agreements may be obtained by contacting the Company's Labor Relations office.

- E.1 Part-time Agreement (revision)
- E.2 Residency (revision)
- E.3 Rubber Gloving (revision)
- E.4 Scheduled One-Person Street Light Mechanic C Crew
- E.5 Two-Person Crew
- E.6 One-Person Crew
- E.7 Mobile Gas Leak Crew
- E.8 Gas Department Work Practices
- E.9 Metering Services
- E.10 Customer Service and Collection Services
- E.11 Flame Retardant Clothing
- E.12 EDO Operating Model

E-1 Memorandum of Agreement Regarding Part-Time Employees

With the cooperative effort between the parties, the Joint Company/Union Part-Time Committee has concurred that the utilization of part-time employees will be determined in accordance with this understanding.

1. Part-time employees will be classified by the Company as 60%, 80% or less than 60% Part-time level, based upon the routine schedule assigned by the Company. This classification will be used for determining the level of eligibility for certain benefits as further described in the Labor Agreement. Minor fluctuations in the schedule will not change the benefit level. The Company will review the routine schedule on a periodic basis to determine if a change to the benefit level is required.
 - a. 80% Part-Time Employee: An employee whose routine weekly schedule is between 25 and 32 hours per week. This represents 80% of a forty (40) hour work week. For purposes of this Agreement the benefits for which the employee is eligible will be provided on a prorated basis of 80%.
 - b. 60% Part-Time Employee: An employee whose routine weekly schedule is between 20 and 24 hours per week. This represents 60% of the forty (40) hour work week. For purposes of this Agreement the benefits for which the employee is eligible will be provided on a prorated basis of 60%.
 - c. Less than 60% Part-Time: An employee whose routine weekly schedule is less than 20 hours per week. This represents less than 60% of a forty (40) hour work week. Employees classified as less than 60% Part-time are not eligible for benefits.

2. A part-time employee is a worker who normally works under the following type of conditions, which are not considered all inclusive:
 - a. during peak periods;
 - b. when the work does not demand a full-time employee;

3. A part-time employee customarily works less than 33 hours in a week. When scheduled to work within a given work week (Sunday through Saturday), a part-time employee will be scheduled to work a minimum of eight (8) hours per week.
 - a. The addition of part-time employees within a specific work group will not be utilized to reduce regular full-time positions within that work group.
 - b. Regular occupied full-time positions that are abolished cannot be filled with part-time employees for a period of one year from the date of abolishment.
 - c. If a regular occupied full-time position is vacated by an incumbent for any reason other than abolishment (bidding out, retirement, etc.), and the work load no longer dictates a full-time position, a part-time position may be utilized.
 - d. The Company will not hire two or more part-time employees in one department or work group if a regular full-time employee could perform the same work in an 8 hour day, 40 hours per week, unless otherwise mutually agreed to between the parties.

4. Seniority

- a. Union seniority for part-time employees will be calculated commencing from the date of hire. Seniority dates will be maintained in accordance with the labor agreement. Where the hire dates are equal, the seniority dates will be determined in accordance with Appendix A of the labor agreement.
- b. For employees in a progression series or in a job classification requiring time in grade, the progression will occur in accordance with the job specification on the basis of 2080 hours equaling one year. Only regular hours worked will be considered.
- c. The union seniority date, as changed by the Part-Time Agreement, dated June 1, 2001, for those employees occupying a part-time position and those employees who previously occupied a part-time position, will be adjusted to reflect their original date of hire. This change is limited to adjusting the union seniority date only and does not change or affect any action or decision previously imposed based upon the affected employee's former seniority date.

5. Post & Bid

- a. All part-time positions will be posted and awarded in accordance with the applicable post and bid procedure.
- b. If a part-time employee is awarded a temporary position, the employee will keep their part-time status with no restriction for hours worked referenced in paragraph 1 of this agreement. Only those part-time employees with more than two (2) years continuous service may return to their former position at the conclusion of a temporary assignment. Part-time employees with less than two years continuous service may be offered the opportunity to return to their previous position at Management's discretion based upon operational need.
- c. Any part-time employee who obtains a regular position and has worked at least 2080 regular hours as a part-time employee will be placed in the appropriate pay group and step of the dollar more wage scale.
- d. Part-time employees completing more than one year continuous service, who are awarded a regular position within their existing job classification, will not be required to serve the applicable six (6) month probationary period.

6. In case of curtailment of the workforce, regular full-time employees may displace part-time employees, if qualified, in accordance with Appendix A to the labor agreement.

- a. Part-time employees cannot bump or displace full-time regular employees.
- b. A part-time employee can only bump a part-time employee with less seniority.
- c. A regular displaced employee can bump into any part-time position for which they are qualified, in accordance with Appendix A to the labor agreement.

7. Regular employees attaining a part-time position from a rehire list will retain their rehire rights under Appendix A to the labor agreement according to their seniority at the time of layoff.

8. Part-time Employee Benefits and Compensation for Time Not Worked.
Part-time employees will be eligible to participate on a prorated basis in certain benefit plans and provisions of Article IX (Compensation for Scheduled Time Not Worked) and Article XX (Employee Benefits) as described in those sections of the Labor Agreement. The pro-ration level shall be 60% or 80% as determined by the classification of Part-time employee and as further defined in section 1 of this Agreement.
9. Vacation
Part-time employees will be eligible for vacation on a pro-rated basis in accordance with the Vacation provision of the Labor Agreement. The pro-ration level shall be 60% or 80% as determined by the classification of Part-time employee defined in section 1 of this Agreement. Prior to January 1, 2005, Part-time employees will be entitled to the same vacation provisions as were contained in Section 7 of the previous part-time agreement.

Regular full-time employees attaining a part-time position will be required to take their previous year's vacation leave prior to assuming the part-time position. The company will make a reasonable effort to allow for the use of the leave. Vacation leave earned in the current year prior to moving to the part-time position will be credited to the employee in the following year.
10. This part-time agreement covers all job classifications as listed in Schedule A of the Labor Agreement. In addition to those listed as covered by Note 4, the following titles are included:
 - a. Consumer Representative A-C
 - b. Stenographer-Clerk
 - c. Utility Mechanic
11. Work Schedules for Part-time Employees.
 - a. Hours of work for a part-time Customer Representative at the Customer Service Center in Syracuse and Collection Services Associate at the Collection Services Center in Buffalo, hired after June 1, 2001 may include up to one split shift within a 12 hour period. Part-time employees hired prior to June 1, 2001 may be scheduled for the split shift on a volunteer basis.
 - b. If a part-time employee is scheduled for a shift which is canceled by the Company with less than twelve (12) hours notice, the part-time employee will receive a minimum of four (4) hours pay.
 - c. Shift and schedule premiums do not apply to part-time employees.
12. Part-time employees will move to the dollar more wage scale after one year (2080 hours). They will remain in Step 1 of the appropriate wage scale until awarded a regular full-time position at which time they will be placed at the appropriate pay step in accordance with Article XIV of the labor agreement.
13. The Security Clause, Article XI, section 12 does not apply to part-time employees.

14. Holidays.

- a. Part-time employees who, based on the routine weekly schedule, are required to work on a day observed as a holiday shall receive their scheduled basic rate of pay for the holiday plus pay at the applicable overtime rate for all hours worked.
- b. Part-time employees who are not scheduled to work on a day observed as a holiday shall receive four (4) hours basic pay for the holiday.

Prior to January 1, 2005, Part-time employees will be entitled to the same holiday benefit that was contained in Section 14 of the previous part-time agreement.

15. Overtime. Part-time employees who work in excess of eight (8) hours a day will be compensated at the rate of 1½ times their normal hourly rate. This overtime rate will not apply to employees who are scheduled for more than eight (8) hours in a day.

16. Bereavement. Part-time employees are eligible for the bereavement benefit provision of the Labor Agreement. Employees will be granted an excused absence with pay only if they had been scheduled to work.

17. This agreement reflects all terms and conditions, benefits and contractual rights of Part-time employees.

Dated: December 1, 1993
Revised: April 14, 1994
Revised: December 5, 1996
Revised: June 1, 2001
Revised: October 1, 2004

Signed and Agreed:

LOCAL UNION 97, IBEW:

NIAGARA MOHAWK POWER CORPORATION:

David S. Falletta
David S. Falletta
President, Business Manager
And Financial Secretary

David J. Walsh
David J. Walsh
Vice President & Director
Human Resources Services – New York

E-2 Memorandum of Agreement Regarding Residency

All existing residency agreements, understandings and practices are superseded with the revision of October 1, 2004 by the following:

1. Employees in job classifications specified below must reside within thirty-five (35) miles from their assigned work headquarters. Employees required to relocate their residence under this provision must do so within three (3) months of the job award unless otherwise noted below.

The distance referred to above will be computed from place of residency to assigned work headquarters over the closest all season paved route at legal speeds, under average road and traffic conditions

<u>Job Classification Covered</u>	<u>Relocation Required</u>
Trouble Mechanic A, B, C, D	Within three (3) months after job award
Line Mechanics & Chief Line Mechanic A's	Prior to attaining Line Mechanic C
Cable Splicers & Chief Cable Splicer	Prior to attaining Cable Splicer B
Gas Mechanics & Chief Gas Mechanic A's	Prior to attaining Gas Mechanic B
Traveling Operators, including Relief Operators	Within three (3) months after job award
Maintenance Mechanic C's & Chief Maintenance Mechanic A's	Prior to attaining Maintenance Mechanic C or within three (3) months after job award at Maintenance Mechanic C or Chief Level.
Service Representatives	Within three (3) months of attaining Service Representative B or three (3) months after job award at B level or above.

2. Where the three (3) month provision is applicable and extenuating circumstances exist, this time limit may be extended for a period not to exceed three (3) additional months.
3. Any applicable employee awarded a job subsequent to the effective date of this Agreement who fails to comply with the residency requirement will be returned to his former job if he has been in the job or series requiring relocation six (6) months or less. An employee failing to comply who has been in the job or series more than six (6) months will be reassigned or removed by the Company.
4. Any applicable employee currently living within the prescribed limits or living outside the prescribed limits and presently excluded from relocation will not be permitted to relocate outside the stated limits of this Agreement.
5. Any relocation required to conform with this Agreement shall be at the employee's expense.

6. When the Company closes a work headquarters causing the transfer of employees or transfers employees in accordance with the Labor Agreement and such change affects employees covered by this Agreement, such employees will not be required to relocate their residence in accordance with this Agreement. However, any subsequent relocation of an employee's residence must comply with the thirty-five (35) mile requirement.
7. The purpose of this Agreement is to insure that response time of employees to emergency off-hour situations is adequate to meet the needs of customers. In the event that in the opinion of the Company response times become inadequate for any employees whether covered by this Agreement or not or whether for reasons related to residency or not and such matter cannot be resolved at the local level, the subject will be discussed by the parties at the System level with assurance from the Local Union 97, IBEW that they will cooperate fully in attempting to resolve the issues.
8. Employees covered by this Agreement as of October 1, 2004 that are Trouble Mechanics, Line Mechanics and Chief Line Mechanic A's, Cable Splicers and Chief Cable Splicers, Gas Mechanics and Chief Gas Mechanic As, Traveling Operators, including Relief Operators, Maintenance Mechanic Cs and Chief Maintenance Mechanic As and Service Representatives and are affected by the changes in the residency requirements in this revision will be exempt from those changes in the residency requirements set forth in paragraph 1 while such employees are in their current positions. Moreover, if the employees described in the previous sentence bid into a new position, they will have to abide by the residency requirements contained herein with the exception of (i) an employee bidding into their existing job series at their existing job location; and (ii) an employee who holds a job in the tree trimmer job series may bid any job series at their existing job location.

Dated: May 31, 1982
Revised: June 1, 2004
Revised: October 1, 2004

Signed and Agreed:

LOCAL UNION 97, IBEW

NIAGARA MOHAWK POWER CORPORATION

David S. Falletta
David S. Falletta
President, Business Manager
And Financial Secretary

David J. Walsh
David J. Walsh
Vice President & Director
Human Resources Services-New York

E -3 MOA Regarding Rubber Glove Method to be Used on 15kV or below

Niagara Mohawk Power Corporation and Local Union 97, IBEW have agreed to utilize the rubber gloving method on voltages up to 15kV subject to the conditions set forth below.

- Current practices with regard to 5kV class rubber glove methods will continue.
- The Joint Committee formed to institute policies and work practices will initiate a training program to introduce rubber gloving on NMPC property. The training will be administered to all appropriate line department personnel including supervision, throughout the company. This is paramount to both the introduction and utilization of rubber gloving up to 15kV on Niagara Mohawk's property. The training will be included in all future progression schools.
- There will be no use of the rubber glove method on voltages above 5kV after sundown without proper illumination.
- If an issue arises in the field that requires a decision to rubber glove or to use other methods, the crew chief will have the authority to decide whether to glove or not. If it is decided that rubber gloving would not be appropriate, the Chief in the field will determine whether to hot stick the work or to de-energize.
- Work on energized conductors above 5kV will be performed from approved insulated aerial devices only.
- Upon request by the crew in the field, the necessary auto reclosers will be placed in "non-automatic".
- The Joint Committee will get assistance from appropriate company personnel who will assist with the development of design configuration that will be conducive to the rubber glove method.

The Company recognizes and will include in the Safety rules and procedures relating up to 15kV energized work that a crew has the right to refuse to perform any job at any time, if they believe that is a threat to their life or limbs. The Chief will be provided extra help at anytime, and will not be refused. Upon refusal to perform a job under this provision, no other crew will be assigned until the Company has reviewed the job with the crew to determine the facts relating to the refusal. Prior to any reassignment of this job, the union shall be notified. Any dispute regarding the implementation and/or administration of this Agreement will be referred to this Joint Committee.

During the term of this Agreement or any extension thereof, the Company will not make any changes to the above without first negotiating such changes with Local Union 97, IBEW.

GENERAL STATEMENT OF RULES AND TRAINING PROCEDURES FOR GLOVING VOLTAGES ABOVE 5KV UP TO AND INCLUDING THE 15KV CLASS

Protective Equipment:

- The word “shall” has been used many times herein and it is interpreted to mean that the practice is to be followed at all times.
- All protective equipment will be selected and used as specified in these rules. These rules are to be used as a supplement to the Company Safety Manual and Accident Prevention Rules. The rules and procedures apply only to personnel when working with rubber gloves and sleeves on conductors and equipment energized at voltage above 5kV. These rules and procedures were developed for gloving above 5kV and are intended for use by line personnel performing line work only. The chief, supervisor and personnel actually doing the work “shall” be held responsible for the enforcement of these rules.
- Work shall be performed by three methods:
 1. Gloves from approved insulated aerial devices.
 2. Live line tools.
 3. De-energized and grounded.

It is understood that whenever the term “gloves” is used, it shall mean both gloves and sleeves.

Working Conditions and Rubber Gloving

- The minimum crew to perform three phase work with rubber gloves on electric lines carrying a nominal voltage of the 15kV class shall consist of two (2) qualified H.S. Line Mechanics, one of which must be a Working Chief Line Mechanic H.S. or a minimum of two (2) trained Hot Sticks, one (1) upgraded to Chief.
- The minimum crew to perform single phase work with rubber gloves on electric lines carrying a nominal voltage of the 15kV class shall consist of one (1) C Line Mechanic who has successfully completed 5kV – 15kV Rubber Glove training and completed a transition period of 12 months from completion of that training, and one (1) Chief Line Mechanic H.S. or one (1) Line Mechanic H.S. upgradeable to Chief Line Mechanic H.S.
- The transition period for C Line Mechanics shall consist of two years of hands on experience for 5kV – 15kV Rubber Gloving. Year 1 starts upon successful completion of C school which includes 5kV to 15kV Rubber Gloving training. Year 2 ends upon successful progression to Line Mechanic H.S. A C Line Mechanic will be qualified to work three phase 5kV – 15kV construction during this 2 year transition period with a crew complement of one (1) Line Mechanic H.S. and a Chief Line Mechanic H.S. or one (1) Line Mechanic H.S. upgradeable to Chief Line Mechanic H.S. In this crew complement one (1) Line Mechanic H.S. will work from an additional aerial device with the C Line Mechanic.

- It is recognized that current C Line Mechanics in progression will not have opportunity to achieve the transition experience opportunities provided new C Line Mechanics per this agreement. For those C Line Mechanics affected in this manner, the 2 year transition period will end upon progression to Line Mechanic H.S.
- Work on energized 5kV to 15kV conductors and equipment shall only be performed by employees wearing Class 2 rubber gloves and sleeves and working at all times only from an approved insulated aerial device.
- All energized conductors or equipment within reaching distance shall be covered with approved protective equipment or floated free from the pole except those parts which are actually being worked on.
- When work is performed on energized 5kV to 15kV class primary conductors, or other conductors, neutral grounds and potential grounds including the cross arms and pole head within reaching distance shall be covered with approved protective equipment. Also all grounded members such as secondaries, neutral conductors, guy wires, telephone wires or cables within reaching distance of the employee shall be covered with approved protective equipment utilizing the insulate and isolate method.
- When work is being performed on energized conductors of the 5kV to 15kV class and more than one person is working on the same pole or structure, the work shall be confined to only one phase of a circuit at a time and to one work location unless it is a coordinated job involving more than one structure. Excluding transfer of conductors of spacer cable in the bundled configuration.
- The job shall be so coordinated that the workers are safeguarded from unexpected changes in clearances due to the moving of conductors or equipment. If clearance changes are to be made, the work shall stop until the changes are made and all personnel on the job are completely made aware of these changes.
- When working from an aerial device, accident prevention rules that are presently in place regarding safety harnesses, and snapping in procedures, will be followed. Line Mechanics SHALL attach their safety lanyard to the attachment provided for that purpose and shall keep their feet on the floor of the aerial device at all times.
- Pole top and bucket rescue training shall be provided once every six (6) months. When an existing live circuit is to be reconducted and the new conductor is to be pulled on the same arm only one conductor at a time shall be run in and temporarily deadened before the installation of the next conductor is started, excluding new spacer cable installations. Conductors should be installed under tension.
- Company-owned facilities may be floated clear of the pole when possible when work is being performed on or near energized conductors. A ground bond to the neutral conductor may be temporarily removed after a jumper has been placed between the neutral and the pole ground.

Testing and Equipment:

Rubber Gloves and Sleeves:

- Rubber gloves shall be tested after three (3) months of in-service use, numbered and assigned to the individual line mechanic. They will be returned to the Line Mechanic after each test. Gloves will be tested more often upon request. Gloves stored at the test lab may not be placed into service unless they have been electrically tested within the previous twelve (12) months. The test shall be a 20kV AC or 50kV DC test for three (3) minutes or shall comply with OSHA and ASTM standards. Each truck will be assigned a pair of rubber gloves as replacement spares.
- Rubber Sleeves shall be tested after six (6) months of in-service use, numbered and assigned to the individual Line Mechanic. They will be returned to the Line Mechanic after each test. Sleeves will be tested more often upon request. Sleeves stored at the test lab may not be placed into service unless they have been electrically tested within the previous twelve (12) months. The test shall be 20kV AC or 50kV DC for three (3) minutes or shall comply with OSHA and ASTM standards.

Class 0 Rubber Gloves:

- Class 0 rubber gloves that are issued to line department personnel will be tested on a three (3) month interval.

Rubber Blankets:

- The policy presently in place for testing rubber blankets will remain.

Jumpers:

- 15kV jumpers without load pickup heads can be used. All jumpers shall be considered uninsulated. If the jumper cable cannot be isolated so there is not a possibility of contact with personnel, other conductors, poles, cross arms, or hardware, the jumper cable must be covered with line hose or blankets in the same manner as other conductors would normally be covered.

Insulated Aerial Device

- An approved insulated aerial device for the purpose of this agreement is defined as meeting National Grid vehicle standards as well as meeting National Grid dielectric testing requirements. No gloving between 5kV and 15kV will be done without operator controls in the elevated position. Prior to initial use the crew will be trained in operation and rescue methodology will be reviewed.

Truck Booms:

- The procedure presently in place for periodic testing of booms on insulated aerial devices will remain. This includes both visual and dielectric. Booms shall be tested more often upon request.

Bucket Liners:

- Bucket liners shall be tested according to the procedure presently in place.

Live Line Tools:

- Live line tools used in the 15kV range shall be tested dielectrically according to the procedure presently in place.

Inclement Weather

Before a job in the 15kV range is started, weather conditions for that day shall be given prime consideration. If work in the 15kV range is in progress and inclement weather develops, and the job must be completed or made safe, the circuit shall be de-energized and grounded and the work then completed. The Chief in the field is the sole judge of inclement weather.

General Working Conditions For Energized 15kv Construction

- Transformers shall not be installed on a junction pole.
- Cutouts should not be installed on a junction pole unless required by system protection needs.
- No metal alley arm braces will be used on future 15kV construction.
- Wooden cross arm braces will be utilized on new construction that is or will be operating above 5kV.
- Existing metal braces may be replaced when work is to be done on the pole.
- The preferred construction design for installation of disconnect switches is distribution standards drawing 12-135. Double 10-foot cross-arms will be installed at 16" from top of pole.
- 13.2kV voltages or above on steel towers shall be worked only de-energized and grounded or with approved live line tools.
- Prior to working on the top circuit, on a multi-circuit pole, circuit(s) below will be covered and/or made clear of the work area. If neither can be accomplished, the facilities will be de-energized.
- If a new circuit is being constructed above an existing energized circuit(s) the circuit below will be covered and/or made clear of the work area. If neither can be accomplished, the facilities will be de-energized.

Tools and Protective Equipment

Introduction:

The “Insulated Aerial Device” when properly used can eliminate or minimize many hazards that we have to cope with in our daily work. Like any other piece of equipment, however, it also has its inherent hazards. These hazards must be recognized and safe practices followed in order to accomplish our main goal, the prevention of accidents during the use of Insulated Aerial Device.

General:

- The manufacturer’s load limits for various angles of the boom shall not be exceeded. These limits will be posted on the truck.
- A visual check shall be made of all hydraulic lines, fittings and booms for leaks, cracks, etc., at the start of each work day.
- Only authorized attachments shall be installed on the bucket and boom assembly.
- Line, cables, conductors and rope shall not be secured to the bucket during actual gloving operation. It is permissible to attach a hand line to the bucket for raising and lowering protective equipment and hand tools only.
- Whenever repairs are made to the aerial devices system that involve the changing of hydraulic oil, hoses or anything that might jeopardize the integrity of its dielectric capability, a dielectric test will be accomplished before the unit is put back in service.
- Drivers of aerial devices shall be alert to the fact that the vehicle has exposed equipment above the elevation of the truck cab, and provide necessary clearance.
- Only authorized attachments and parts will be installed on the bucket boom and truck by a qualified factory-trained mechanic.
- Daily Aerial Bucket Inspections will be continued.
- The equipment will be exercised each morning before use. This will be the responsibility of the Chief Hot Stick.
- Through negotiations, and with clear understanding, it was agreed that Class 0 rubber gloves would be issued to Niagara Mohawk T&D personnel using the following guidelines:
 - Class 0 rubber gloves will be utilized for overhead applications only.
 - **EXCEPTION** – For URD applications Class 0 rubber gloves may be used in the secondary hand hole only.
 - Class 0 rubber gloves may not be used on poles or structures that have primary equipment installed, i.e. transformers, capacitors, regulators.

- “Installed” is defined above to mean the way equipment would normally be connected to the primary or secondary system for service.
- Class 0 rubber gloves will be tested on a three (3) month interval.

The rubber gloving steering committee has agreed to monitor the use of the Class 0 rubber gloves within the T&D department. They will also continue to discuss, evaluate and pursue the enhancement of utilizing Class 0 rubber gloves within the T&D department.

Setting up Aerial Device for Operation:

- If the bucket is to be elevated, rubber gloves will first be removed from the aerial device in the event it should become energized.

Training:

- Trainees will be fully qualified C Line Mechanic, Hot Stick Line Mechanic or Chief Hot Stick.
- When a training program is to be started, the Local Union President shall be notified and rubber glove committee be involved.

15kv Work That Can be Performed with Rubber Gloves at the Chief’s Discretion

The decision of each chief as to whether or not to rubber glove in any of these situations (junction pole, angle pole, vertical pole) will be accepted and the decision will not establish a precedent that can be applied to any other chief or situation.

1. Vertical construction (chief’s discretion)
2. Junction poles (chief’s discretion)
3. Angle poles (chief’s discretion)
4. Broken poles, secure from inadvertent movement (chief’s discretion)

15kv Work Not to be Performed with Rubber Gloves

1. Hendrix cable, in the Hendrix configuration excluding installation and maintenance of spacers, transferring in bundled configuration, and transformer connections.
2. Lashed cable
3. Nonstandard candlestick construction, until crew has established acceptable clearances
4. No aluminum capped I-7’s
5. No changes in URD practices
6. No boards
7. No night work without proper illumination.
8. Not from pole
9. No inclement weather
10. No conductor under #2 will be gloved

For the term of the contract, the joint Rubber Glove Committee will meet when necessary.

If disputes arise, meetings of the Rubber Glove Committee will be held upon request.

In the event a person has not rubber gloved up to 7.6kV within a year, a refresher course will be given upon request.

Dated: April 15, 1996
Revised: August 13, 1999
Revised: October 1, 2004

Signed and Agreed:

LOCAL UNION 97, IBEW:

NIAGARA MOHAWK POWER CORPORATION

David S. Falletta
David S. Falletta
President, Business Manager
And Financial Secretary

David J. Walsh
David J. Walsh
Vice President & Director
Human Resources Services-New York

E-4 Memorandum Regarding Scheduled One-person Street Light Service Mechanic C Crew

Niagara Mohawk and Local Union 97, IBEW, in an effort to provide a mutually beneficial opportunity to have a competitive workforce to perform street light work, have agreed to the implementation of a scheduled one-person Street Light Service Mechanic C crew at a pay group 19.

1. The duties of a one-person Street Light Service Mechanic C will include overhead and underground fed streetlights and PALs. The employees will perform the following functions from a bucket truck:
 - a) Disconnect/connect street lights and PALs (no secondary connect/disconnect on a wooden pole with primary on the pole)
 - b) Replace/install street light and PAL heads up to and including 250 watts
 - c) Replace or clean globe
 - d) Replace eye
 - e) Replace bulb
 - f) Grounding of street lights per NMPC standard
 - g) Respond to street light trouble, make site safe, electrical system safe, clear debris
 - h) Repair street light standard (example: repair or replace doors)
 - i) Replace blown secondary fuse
 - j) Repair conduit and street light circuit conductor (non-lead)
 - k) Street light patrol
2. The initial staffing of the one-person Street Light Service Mechanic C crews (up to 10 in each division) will be accomplished through the post and bid procedure. Street Light Service Mechanic B's and employees with equivalent knowledge and experience will be considered qualified bidders for the position.
3. As operational or safety needs require, one-person crews may act as an additional crew member as needed or be combined to perform as a two-person crew.
4. Employees in this classification are scheduled workers on a modified schedule. Hours of work may be as follows:
 - a) Monday – Saturday from 3:30PM to Midnight during the non-construction season with a ½ hour unpaid meal period.
 - b) Monday – Saturday from 6:00 PM to 2:00 AM during the construction season with a 20 minute paid meal period.

5. Individuals awarded these positions will be trained in the techniques required to perform their duties as a one-person crew in accordance with all Accident Prevention Rules and OSHA standards. Should a question arise as to a need for additional help, it will be provided and will not be refused for that particular instance. After additional help is supplied, any questions regarding the validity of such request for assistance and all facts and circumstances will be gathered, and in cooperation with a member of the Safety Department, the Company and Local Union 97, IBEW will meet locally to clarify and determine the procedure in question. This will also apply for recognized high crime areas.

Dated: June 1, 2001

Signed and Agreed to:

Local Union 97, IBEW:

Thomas J. Primero, Jr.
Thomas J. Primero, Jr.
President, Business Manager
And Financial Secretary

Niagara Mohawk Power Corporation:

David J. Walsh
David J. Walsh
Vice President
Employee Relations

E-5 Memorandum Regarding Two-Person Line Crews

Niagara Mohawk Power Corporation and Local Union 97, IBEW, have agreed as follows for implementation of Two-Person Line Crews under the concept of one person in the elevated position. Nothing in this agreement will conflict with the 15kV Rubber Gloving Agreement:

1. Regular two-person line crews will be established and consist of a Chief Line Mechanic A Hot Stick and one Line Mechanic C or higher. With this agreement, these line crews will perform the following:
 - De-energized transmission work below 115 kV.
 - Ground 115kV from a bucket.
 - Grounding below 115kV from an elevated position.
 - Distribution work from a bucket on 5kV or below.
 - Distribution work on 5kV or below from an elevated position to be limited to the following functions:
 - a. Replace pins and insulators
 - b. Tie in floaters
 - c. Replace or cut and clear lightning arrestors
 - d. Install/remove animal guards
 - e. Install/remove primary leads into/from transformers and cutouts
 - De-energized distribution work up to 15 kV.
 - The following non-Hot Stick activities can be performed from a bucket or an elevated position:
 - a. Switching
 - b. Operating disconnects
 - c. Removing and installing fuses
 - d. Operating and replacing removable switch blades
 - e. Connecting and disconnecting transformer taps
 - f. Connecting and disconnecting single phase line taps up to 15kV
 - g. Using testing devices
 - h. Installation and removal of line guards
 - Secondary work from an elevated position.
 - Hang transformers with Material Handling Bucket Truck only.
 - At the Chief's discretion in accordance with paragraph 5, set poles up to and including 45 feet with the use of acceptable equipment in energized three-phase area with voltages of 15kV and below and set broken poles provided they are clear of hazards and secure from inadvertent movement.
2. The number of two-person line crews can be established by work location.
 - a. When the Company combines two (2) two-person line crews, this will not constitute a violation of Article XVII, Paragraph 3.
 - b. Where two (2) two-person line crews are combined, there will be no upgrading to Supervisor T&D or Chief Line Mechanic B Hot Stick.

3. The parties recognize that due to absences or Line Mechanics in progression, an unqualified two-person line crew consisting of a Chief Line Mechanic A Hot Stick (or upgraded to a Chief Line Mechanic A Hot Stick) and a Line Mechanic A or B may be fielded in a particular barn for the following specific assignments adhering to Accident Prevention Rules and Operating Procedures.
 - Dead Construction and Maintenance
 - Streetlight Installation, Replacement, and Maintenance
 - De-energized URD Work
 - Install and Remove Single-Phase Services
 - Secondary Work (reference 2000 APR 2.10(i) and APR 2.37)
 - Patrolling
4. Should a question arise as to a need for additional help, the crew Chief will be provided extra help and will not be refused for that particular instance. After additional help is supplied, any questions regarding the validity of such request for assistance and all facts and circumstances will be gathered, and in cooperation with a member of the Safety Department, the Company and Local Union 97, IBEW will meet locally to clarify and determine the procedure in question.
5. When assistance is requested for line work, a Line Mechanic(s) will be assigned. For certain jobs such as flagging, material delivery, etc., normally assigned Local Union 97 represented personnel will be utilized. However, if special situations or circumstances occur, discussions will take place with the President/Business Manager of Local Union 97 or designee.
6. With the implementation of this agreement, the call-out procedure and end-of-day work practices (except for broken poles and as covered in paragraph 1 above) will be as a two-person crew to always include a Chief or upgraded Chief on all call-outs.
7. The parties recognize that lack of qualified line personnel in certain barns occur from time to time and this restricts work assignments. Where these occasions arise and it is necessary to combine line crews consisting of more than four Line Mechanics, the Chief will be upgraded to Chief Line Mechanic B Hot Stick who will qualify the crew.
8. Nothing in this agreement will alter or prejudice the present operation and assignment of Trouble Crews.
9. The Service Crew concept will be administered as shown on Attachment 1.
10. When Niagara Mohawk line crews are requested to assist other utilities, these line crews will consist of a Chief or upgraded Chief and no less than a Line Mechanic C. These crews will be assigned as two-person line crews with a minimum of two Niagara Mohawk crews per utility. During storm conditions in Niagara Mohawk's service territory, line crews will be assigned consistent with normal working conditions and in accordance with this agreement as two-person crews.
11. It will be the responsibility of the Management of the Company to see that all Line Mechanics are thoroughly trained. If at any time the Local Union 97, IBEW feels that there is neglect on the Company's part in providing this training, the Local Union 97, IBEW will notify the company and the parties will discuss and take measures to ensure that adequate training is provided.

- 12. The parties recognize and acknowledge that the plan to introduce two-person line crews on Niagara Mohawk property will not be a cause for a reduction in Line Mechanics. The Company has the ability to increase the number of two-person crews from time to time. Any increase in the number of two-person line crews will not result in the relocation of filled line mechanic positions at any given location and will not result in an increase in the number of contractors hired to do distribution or transmission line work.

- 13. The parties recognize the importance for an agreed upon Rescue Procedure in regards to two-person line crews (bucket rescue). Should an issue arise it will be referred to the Joint System Safety Committee for expeditious review and reported to Local Union 97, IBEW. The parties have agreed on the ARDS Rescue System as a viable rescue procedure for two-person crews (one person on a pole).

Dated: June 21, 1991
Revised: February 29, 1996
Revised: June 1, 2001
Revised: October 1, 2004

Signed and Agreed:

LOCAL UNION 97, IBEW:

David S. Falletta
David S. Falletta
President, Business Manager
And Financial Secretary

NIAGARA MOHAWK POWER CORPORATION

David J. Walsh
David J. Walsh
Vice President & Director
Human Resources Services-New York

**Attachment 1
(Memorandum regarding two-person line crew)**

As a result of this Agreement, the following commitments were made relative to service crews:

Oswego Area

Service crews presently exist as two-person crews in Volney and Pulaski. These crews will remain as presently administered.

Watertown Area

The present procedure of how service crews are filled by the senior chief line mechanic and line mechanic will continue. The work assignments will be in accordance with the two person crew agreement. It is recognized that use of a third person for training purposes can be beneficial and may be utilized at the Company's discretion.

Potsdam Area

The present procedure of how service crews are filled by the senior chief line mechanic and line mechanic will continue. The work assignments will be in accordance with the two person crew agreement. It is recognized that use of a third person for training purposes can be beneficial and may be utilized at the Company's discretion.

Western Division

Southwest and Genesee Region

These crews are presently two-person crews and the procedure for filling vacancies and the type of work assigned will be continued and in accordance with the Two-Person Line Crew Agreement.

Frontier and Niagara Region

These crews are presently two-person crews and the procedure for filling vacancies and the type of work assigned will be continued and in accordance with the Two-Person Line Crew Agreement

E-6 Memorandum Regarding One-Person Line/Trouble Mechanic Positions

Niagara Mohawk Power Corporation (the "Company") and Local Union 97, IBEW, have agreed to the implementation of One-Person Line/Trouble Mechanic positions with the following understandings:

1. One-Person Line/Trouble Mechanic assignments will be established utilizing the post and bid procedure utilizing either a Chief Line Mechanic HS, a Line Mechanic HS, a Trouble Mechanic D, a Trouble Mechanic C, a Trouble Mechanic B, or a Trouble Mechanic A. These positions will be considered qualified bidders for the positions.
2. One-Person Line/Trouble Mechanic assignments will have divisional responsibilities and will perform work schedules Monday through Saturday as a Scheduled Worker as provided under the Labor Agreement. In the event of problems filling crews through the call out process on Sundays, the Company will hold discussions through the steering committee to resolve the problem. If the issue can not be resolved, the Company reserves the right to expand the schedule to include Sunday coverage.
3. One-Person Line/Trouble Mechanic positions may be fielded by the Company as is determined by its operational needs. The Company may separate two-person crews to work as One-Person Line/Trouble Mechanics on a daily basis. Employees assigned such work will continue to work as Day Workers for the duration of the assignment. The Company may assign Chief Line Mechanic HS and Line Mechanic HS who are Day Workers to One Person Line/Trouble Mechanic assignments as follows. One, One Person Line/Trouble Mechanic can be fielded daily in crew locations with a normal staffing level of less than ten (10) two-person crews. Two, One Person Line/Trouble Mechanics can be fielded daily in crew locations with a normal staffing level of ten or more two-person crews. These assignments will be communicated at the start of the employees' workday.
4. Existing employees classified as Day Workers and holding Chief Line Mechanic HS and Line Mechanic HS positions may be canvassed by the Company to fill a temporary assignment as a scheduled One-Person Line/Trouble Mechanic. If an insufficient number of employees volunteer, the Company may assign the work to qualified Chief Line Mechanic HS or Line Mechanic HS in inverse order of their union seniority date by work location as necessary to complete the assignments. Prior to utilizing the Line Mechanic series to backfill, One Person Line/Trouble Mechanic coverage through scheduling changes or use of overtime will be attempted. If a One Person Line/Trouble Mechanic scheduled position is backfilled from the line mechanic series the duration would be for two week maximum. After two week assignment, if staffing a vacancy is still necessary, the process to fill a vacancy as described in this paragraph may be repeated.
5. When one or more One-Person Line/Trouble Mechanics are combined, or when assigned with personnel from the line series, the resulting crew complement will be required to perform all work contained in the applicable job specifications and agreements.
6. In the event of a temporary assignment of an employee into a One-Person Line/Trouble Mechanic position, opportunities to work out-of-town assignments will remain intact and unaffected.
7. Bucket Trucks and ladders up to and including 24' will be utilized to perform One Person Line/Trouble Mechanic duties.
8. A One-Person Line/Trouble Mechanic may perform any of the following duties:

- a. Operate field transmission gang switches 115kV and below.
- b. Switch sub transmission lines utilizing appropriate tools and testers at 46kV and below.
- c. Emergency operation of breakers 46kV and below.
- d. Place and make normal breaker in the nonreclose position at 15kV and below.
- e. Switch and/or refuse distribution lines using appropriate tools and/or testers.
- f. Place appropriate tags.
- g. Locate and isolate trouble in single phase URD for crew repair. Move open (energized if necessary) to pick up customers, refuse riser to pick up customers Respond and assess trouble in three phase URD.
- h. For overhead and URD transformers, single and three phase, reset, refuse, test, tap on/off, load check and voltage check.
- i. Operate regulators, obtain readings for field operations.
- j. Reset, operate and bypass reclosures and sectionalizers at 46kV and below.
- k. Work on and repair all overhead and underground services. Make CONP (if accompanied by another company employee) and TONP. Make permanent taps to replace temporary taps. For short side services, install, remove and replace overhead services up to and including 1/0 during daylight hours.
- l. Disconnect/connect repair underground service or secondary at secondary handhole, transformer or riser. Run emergency temporary service if necessary (in some situations additional personnel may be required to run a temporary service).
- m. Disconnect/connect/replace, globe, eye, bulb on streetlights or PAL's. Install and replace PAL's and street light heads up to and including 250W.
- n. Lift primary taps with appropriate tools.
- o. Respond to customer requests, investigate electric service problems and solve.
- p. Complete miscellaneous service requests including tree branch trimming, stenciling poles and repairing guys.
- q. Installing and removing up to two single-phase socket type meters.
- r. Patrolling of transmission and distribution, routine or trouble by vehicle, and limited foot patrols.
- s. Installing/removing fault indicators.
- t. Gloving at 600 volts or below.
- u. Take amp reading and voltage with proper equipment.
- v. When needed make safe downed wires.
- w. Act as guide for foreign crews when necessary.
- x. Complete CATV and third party make ready work. No pole transfers.
- y. Locating of Electric facilities.
- z. Apply and remove grounds on 15kV and below.
- aa. High crime areas will be covered with an additional qualified represented Line employee properly trained in bucket truck rescue.
- bb. If there is any island work to be investigated by boat, there should be a minimum of a Two Person Crew to cover the trouble.

This list is not to be considered all inclusive.

9. A Steering Committee will be developed and meet every six months initially and further as requested.
10. The decision to replace vacancies in the trouble department both current and future shall be at the discretion of management.

11. The appropriate area line mechanic call out list will be utilized for callout opportunity. In the event that only one qualified Chief Line Mechanic HS or Line Mechanic HS accepts, the individual will work under this Memorandum of Agreement. Additional call lists will be utilized to acquire a second qualified individual to complete the crew. Until the second individual arrives at the work site, the first individual will work as a One Person Line/Trouble Mechanic.
12. The Company prior to commencing work with One Person Line/Trouble Mechanics will hold departmental informational meetings conducted by one representative from both management and Local Union 97, IBEW. The purpose of these meetings is to relate the intent of this Memorandum of Agreement and the sincere commitment under which it was reached. These meetings are intended to convey the cooperation, understanding of assignments, consideration of safety and assure amicable transition into this Memorandum of Agreement.
13. Any dispute regarding the implementation and/or administration of this Memorandum of Agreement will be referred to the steering committee for clarification and/or resolution prior to the filing of a grievance.
14. Before any energized overhead work is to be performed a communication link shall be established. If a communication link can not be established an additional Line Mechanic, Trouble Mechanic or One Person Line/Trouble Mechanic will be provided.
15. Labor Agreement inclement weather articles apply to this Memorandum of Agreement.
16. The job specification for the One Person Line/Trouble Mechanic position is attached hereto as Attachment A and shall also be included in the Non-Supervisory P&M Job Classification Manual.
17. Should a question arise as to a need for additional help, the One Person Line/Trouble Mechanic will be provided extra help and will not be refused for that particular instance. If after additional help is supplied, any questions regarding the validity of such request for assistance, that can not be resolved locally, will be addressed by the steering committee (Company and Local Union 97, IBEW) to clarify and determine the procedure in question.
18. If a Line Mechanic expresses a legitimate fear of an assignment as a One Person Line/Trouble Mechanic, this will be honored until the appropriate parties meet to identify and discuss the concerns raised. While the discussions to resolve this issue take place, the filling of the position may be continued as described in paragraph 4 of this Memorandum of Agreement.

Dated: October 1, 2004

Signed and Agreed:

LOCAL UNION 97, IBEW:

David S. Falletta

David S. Falletta
President, Business Manager
And Financial Secretary

NIAGARA MOHAWK POWER CORPORATION

David J. Walsh

David J. Walsh
Vice President & Director
Human Resources Services-New York

E-7 Memorandum regarding Mobile Gas Leak Crews and Scheduled Workers

The Company and Local Union 97, IBEW recognize that Gas Mechanic positions covered under this Memorandum of Agreement are scheduled workers. The purpose of these employees is primarily to conduct scheduled leak patrols, be available in the field to respond to gas emergency calls, and perform other tasks and activities as permitted by this Memorandum of Agreement.

Further, the parties agree that :

- First: When the Company deems that vacancies are to be filled they will be subject to the Post and Bid Procedures. No more than 30% of the total population of Gas Mechanic positions in each Division will be Scheduled Workers unless mutually agreed upward or downward.
- Second: Unless excepted in this Memorandum of Agreement, employees governed by this agreement are also subject to the Memorandum of Agreement regarding Gas Department Work practices.
- Third: Schedules, staffing levels, and scheduling changes will be determined by the Company in accordance with the Labor Agreement. Work schedules may be varied as to hours of coverage (except between 11:00pm and 5:00am). Schedules will be of significant duration to allow employees to benefit from an improved quality of life. The employees covered under this Memorandum of Agreement will be primarily assigned duties on a regional basis.
- Fourth: Employees holding the position of Chief Gas Mechanic A on October 1, 2004 and covered by this Memorandum of Agreement will have a one time opportunity to elect to be "grandfathered". Grandfathered Chief Gas Mechanic A's on any schedule will not be required to perform new service construction, main construction, service renewals, or underground leak repairs requiring mechanized equipment for excavation.
- Fifth: Immediately upon ratification of this Memorandum of Agreement the Company will initiate steps necessary to fill nine (9) Chief Gas Mechanic positions as outlined below. The Company will also initiate steps to fill other positions necessary to satisfy the staffing needs of the crews. The steps to be used by the Company are as follows:
- Qualified employees holding Gas Mechanic positions will be canvassed to identify those interested in accepting Chief – Gas Mechanic positions. Any remaining vacancies will be posted in accordance with the labor agreement.
 - Employees currently holding Gas Mechanic C positions on existing leak crews will be assigned to the leak repair crews. Any remaining vacancies will be filled through the posting at the C level as a Scheduled Worker (up to nine positions).
 - Other Gas Mechanics will be canvassed to identify other volunteers for the remaining vacancies. Any vacancies left unfilled following the canvass will be posted by the Company at the Helper level and in accordance with the labor agreement.

The initial staffing levels for leak repair crews are as follows:

Glens Falls district: 1 Chief Gas Mechanic A
1 Gas Mechanic B with at least 15 months in grade
1 Gas Mechanic of any other grade

Gloversville district: 1 Chief Gas Mechanic A
1 Gas Mechanic B with at least 15 months in grade
1 Gas Mechanic of any other grade

Capital Region: 3 Chief Gas Mechanic A
3 Gas Mechanic B with at least 15 months in grade
3 Gas Mechanic of any other grade

Mohawk Valley: 1 Chief Gas Mechanic A
1 Gas Mechanic B with at least 15 months in grade
1 Gas Mechanic of any other grade

Syracuse: 3 Chief Gas Mechanic A
3 Gas Mechanic B with at least 15 months in grade
3 Gas Mechanic of any other grade

Where initial implementation vacancies cannot be filled through posting or volunteers within 60 days, the Company will discuss alternatives with Local 97 prior to utilizing alternate methods available to the Company for filling the positions. In the event employees are involuntarily selected to fill scheduled positions provided for under this agreement, the Company will first canvass, prior to posting, such employees at the work location, in order of their company seniority, should a day schedule become available at that location.

To assure proper implementation of this Memorandum of Agreement, the parties will meet as needed to review progress and discuss any issues which may arise.

The parties further agree that this Memorandum of Agreement supersedes and replaces the Memorandum of Agreement Regarding Mobile Gas Leak Crews dated May 29, 1978 and revised June 1, 1993 and the Memorandum of Agreement Regarding Mobile Gas Leak Crews dated October 29, 1985.

Dated: October 1, 2004

Signed and Agreed:

LOCAL UNION 97, IBEW:

NIAGARA MOHAWK POWER CORPORATION

David S. Falletta
David S. Falletta
President, Business Manager
And Financial Secretary

David J. Walsh
David J. Walsh
Vice President & Director
Human Resources Services-New York

E-8 Memorandum regarding Gas Department Work Practices

Niagara Mohawk Power Corporation and Local Union 97, IBEW reached agreements on the definition of "live gas" as it relates to Gas Department work activities, pre-entry review, progression, and promotion evaluation process for improving productivity and efficiency through the qualification of incumbent Gas Department employees and prospective bidders. The Company and the Local Union 97, IBEW have also agreed in this Memorandum of Agreement as to the activities that will be performed by one and two person crew complements.

Live gas is defined as "escaping gas which cannot be controlled by valves, stoppers, etc. and is of sufficient volume to cause damage by fire, explosion or asphyxiation."

A pre-entry review, progression, and promotion evaluation jointly developed for the purpose of improving productivity and efficiency through assuring that incumbents are qualified has been implemented. Employees who fail the pre-entry review will not be awarded the position. Incumbents will be required to satisfactorily complete the progression evaluation or be required to bid out of the series, consistent with the principles of automatic progression.

The Company develops economic, productive, and safe methods to provide gas service to our customers. The Company acknowledges that multiple factors influence the number of employees that may be assigned to a particular job. The Company will work towards maximizing the value of Gas Department resource allocation consistent with the appropriate principles of safety and efficiency, with consideration given to specific job conditions, equipment, changes in technology and materials, and manpower availability.

The parties agree that the activities listed below include those performed by one Gas Mechanic:

- ◆ Curb box inspections and minor repairs (i.e. cleaning valve boxes, painting covers, elevation changes not in pavement)
- ◆ Valve inspections and minor repairs (i.e. cleaning valve boxes, lubricating, painting covers, adding grease)
- ◆ Leak classification, leak surveillances, and rechecks.
- ◆ Set barricades
- ◆ Conduct leak inspection surveys (i.e. H-walks, business districts, pipeline patrols, public buildings, exposed piping)
- ◆ Perform customer meter and regulator inspections (i.e. large meters, regulators, monitor control sets, relief valves)
- ◆ Wrap steel mains and services and repair test station boxes and posts
- ◆ Squeeze off and repair direct burial ½" and 1" plastic services (i.e. rip-ups)
- ◆ Drip surveys and minor pumping of drip fluids (i.e. 5 gallons, not in excavations or confined spaces.)
- ◆ Above ground valve replacements, leak repairs, meter and fitting work less than 2" – no mechanical excavation
- ◆ Clamping riser leaks (non-classifiable)
- ◆ Minor top soil and seed (i.e., work that can be done with the use of a pick-up truck)
- ◆ Locate underground facilities as provided by the Gas Mechanic job specifications

The parties agree that the activities listed below include those performed by 2 Gas Mechanics:

- ◆ New service installations
- ◆ Retire and/or replace services
- ◆ Relocate meters to outside
- ◆ Main installation 2" and less, generally straight lengths or coils where manageable
- ◆ Below grade leak repairs (i.e. bell joints, leaking services which can be squeezed or controlled with a no-blo tee stopper or valve, etc., but such repairs shall not include live gas)
- ◆ Corrosion work and repairs
- ◆ Temporary road patch
- ◆ Clearing services
- ◆ Pumping drips (not covered by 1 person activities)
- ◆ Valve repairs (not covered by 1 person activities)
- ◆ Valve control
- ◆ Mobile leak survey
- ◆ Gas Regulator Station inspections (GRS)
- ◆ Mechanically drilling and bar-holing in pavement
- ◆ Regulators and gas meters – installation below 4"
- ◆ Pipeline integrity repairs

Two person crews will not be expected to operate "Hole Hogs" larger than the equivalent of an Allied 2100 (approximately 110 lbs.). The Company agrees to provide additional help when job conditions require more than occasional use of the Allied 2100 or equivalent on a daily basis.

The above described one person and two person activities will be implemented and assigned consistent with the following understandings:

1. When main installation, service installation, service renewals or below grade leak repairs are performed using two persons, the Chief will be upgraded to pay group 22 for that day. The other member of the crew will be at least a Gas Mechanic B with 15 months of experience in the Gas Mechanic B classification.
2. Should a question arise as to a need for additional help in performing one or two person activities, the crew chief's request will be controlling for that particular instance. After additional help is supplied any question regarding the validity of such request for assistance will be reviewed. All the facts and circumstances will be gathered, and in cooperation, the Company and the Local Union 97, IBEW, will meet locally to clarify and determine the procedure in question.
3. Two persons may work between road edges on minor local roads when performing mechanical excavations. Should a question arise as to a need for additional help, the crew chief's request will be controlling for that particular instance. After additional help is supplied any question regarding the validity of such request for additional help will be reviewed. All the facts and circumstances will be gathered, and in cooperation, the Company and the Local Union 97, IBEW, will meet locally to discuss and clarify the request in question.

Any dispute regarding the implementation and/or administration of this Memorandum of Agreement will be referred to the Joint Committee prior to the filing of a grievance. The members of the Joint Committee will be determined by the Local Union 97, IBEW and the Company. To assure proper implementation of this Memorandum of Agreement, the Joint Committee will meet six months following ratification to review progress and discuss open issues. After this meeting, follow-up meetings will take place as deemed necessary by either side.

This Memorandum of Agreement supersedes and replaces the Memorandum of Agreement Regarding Gas Department Work Practices, dated February 20, 1991 and revised March 1, 1996.

Dated: October 1, 2004

Signed and Agreed:

Local Union 97, IBEW

NIAGARA MOHAWK POWER CORPORATION

David S. Falletta

David S. Falletta
President, Business Manager
And Financial Secretary

David J. Walsh

David J. Walsh
Vice President & Director
Human Resources Services-New York

E-9 Memorandum of Agreement Regarding Metering Services

The reconfiguration of the Service Representative and other job series referenced herein was undertaken during the 2004 Labor Negotiations. The reconfiguration is based on the Company's decision to move to a Metering Services organization that combines the functions of Meter Readers, Collections Representatives and Service Representatives and consolidate the work presently performed in three different job series.

The Company and Local Union 97, IBEW agreed to the following:

I. Basic Principles

1. The job duties of Meter Readers, Collections Representatives and Service Representatives will be combined under the following titles:
 - a) Service Representative Helper
 - b) Service Representative A
 - c) Service Representative B - Electric
 - d) Service Representative B
 - e) Service Representative C - Electric
 - f) Service Representative C
2. New job descriptions have been developed to reflect the duties to be performed at each level and listed in Attachment A, attached hereto, and shall be included in the Non-Supervisory P&M Job Classification Manual.
3. Automatic progression in the series will occur between Service Representative B to Service Representative C.
4. The pay level for Service Representative B will increase from Pay Group 16 to Pay Group 17 and the pay level for Service Representative C will increase from Pay Group 19 to Pay Group 20.
5. Employees occupying these new Service Representative titles, unless noted below, will be Scheduled Workers.
6. The current Memorandum of Agreement Regarding Future Meter Readers is terminated.
7. The requirement to maintain at least twenty-four (24) occupied Meter Reader-Rural positions in the system is terminated.
8. The Company will continue to utilize the Junior Clerk position as a rider in those geographic areas currently understood to be two (2)-person areas for Field Collections and on daytime schedules in the Frontier Region.

II. New Job Classifications for Electric Only Areas

Incumbent employees currently occupying Service Representative B and C positions in areas where only electric service is provided will have pay levels increased as noted in paragraph 4 of section I of this Memorandum of Agreement. However, for future vacancies, the Company will post positions as Service Representative B – Electric in those areas. This new classification will be pay level 16 and will progress to Service Representative C – Electric, which will be pay level 19.

III. Specific Understandings Regarding Employees Moving to New Job Titles

1. Incumbent regular employees occupying Meter Reader positions as of September 30, 2004 will be reclassified as a Service Representative Helper, Pay Group 10.
2. Incumbent regular employees occupying Collection Representative positions will be reclassified as a Service Representative A. These employees will be sustained at pay level 16 and
 - a) Within thirty (30) days of the effective date of the Labor Agreement, such employees will have a one time option of choosing to begin earning qualifications stated in the job specification of the Service Representative B as listed in attachment A of this Memorandum of Agreement. An employee who chooses to begin earning those qualifications will assume the duties specified as a Service Representative A and will become a Scheduled Worker.
 - b) Employees who do not choose option (a) of this section, will remain a modified Scheduled Worker (See Schedule A Index of Job Titles, Note (4) and will assume the duties specified as a Service Representative A with the exception of fitting work.
 - c) A Collection Representative, who does not elect to earn qualifications towards the Service Representative B classification may have their schedule altered by the Company to accommodate a second shift, not to go beyond 12 midnight, when assigned to read meters.
3. Incumbent employees occupying Meter Reader-Rural positions will be reclassified as a Service Representative A. These employees will be sustained at Pay Group 13 and
 - a) Within thirty (30) days of the effective date of the Labor Agreement, such employees will have a one time option of choosing to begin earning qualifications toward Service Representative B, as listed in Attachment A of this Memorandum of Agreement. An employee who chooses to begin earning those qualifications will assume the duties specified as a Service Representative A and will become a Scheduled Worker.
 - b) Employees who do not choose option (a) of this section, will remain a modified Scheduled Worker (See Schedule A Index of Job Titles, Note (4) and will assume all duties specified as a Service Representative A.
 - c) A Meter Reader-Rural, who does not elect to earn qualifications towards the Service Representative B classification may have their schedule altered by the Company to accommodate a second shift, not to go beyond 12 midnight, when assigned to read meters.
4. Service Representatives A and B as of September 30, 2004 will be reclassified under the new Service Representative A and Service Representative B job specifications listed in Attachment A. However, they will be allowed to progress to Service Representative C under the terms and conditions described in the job specification of the Service Representative C that predates this Memorandum of Agreement.
5. It is understood that the new Service Representative A is non-progression. It is also understood that future candidates for Service Representative A and Service Representative B will need to be the senior qualified bidder to obtain these positions.
6. It is also the understanding of all parties that future candidates to this job series will need to meet all qualifications in the job specifications made a part of this Memorandum of Agreement in Attachment A.

IV. Elimination of Seasonal Positions in Field Collections

The parties agreed that all seasonal Collections Representative positions will be made regular positions as Service Representatives A in accordance with Section III, paragraph 2 above. Employees will begin working a full 12-month schedule immediately and will be subject to the specific understandings described above.

V. Physical Demands Test for Service Representatives

After the date hereof, candidates for the position of Service Representative B shall be required to pass a validated physical demands test before being awarded the position. The test will be developed and validated to verify the employee's ability to:

1. Load, unload and carry an extension ladder;
2. Climb and perform work from an extension ladder;
3. Use a wrench to assemble and disassemble pipe fittings up to 2".

VI. Additional Duties that Can be Assigned to Service Representatives

The following duties can be assigned to appropriate Service Representatives, with appropriate equipment and training, and will be added to the Service Representative job specification set forth in Attachment A; after discussion with the System Safety Subcommittee:

- a) Repair ½" and 1" plastic gas services (rip up)
- b) Clear all gas service freeze ups
- c) Gas valve inspections
- d) Leak inspection surveys

VII. The parties hereby agree that Section 13 of Appendix D to the Labor Agreement shall be deleted in its entirety.

Dated: October 1, 2004

Signed and Agreed:

LOCAL UNION 97, IBEW:

David S. Falletta

David S. Falletta
President, Business Manager
And Financial Secretary

NIAGARA MOHAWK POWER CORPORATION

David J. Walsh

David J. Walsh
Vice President & Director
Human Resources Services-New York

ATTACHMENT A

Position: Service Representative Helper
Job Number: 7003
Pay Group: 10

DUTIES:

Under general supervision to read customers' meters as assigned and record using a variety of media; upload/download meter reading data in Itron; read and reset demand registers; report all inactive meters showing use and obtain name and previous address of user, if possible; report all defective meters and irregular conditions; report all suspected thefts and gas leaks upon discovery; list all skipped readings and retrace route to pick up skips.

Specific duties include, but may not be limited to, the following:

- Drive and operate Automated Meter Reading equipment and upload/download data
- Report unusual conditions
- Reset demand meters and install reset seals
- Install temporary meter seals
- Verify meter number and read
- Check multiplier and constant
- "Read meter only" type service orders, i.e. verify meter number, check estimate read
- Assist with gas fitting work
- AMR/ERT functional check (Read One)
- Guard down wires during storms following initial identification

May also be utilized as a rider for designated two-person areas; assist with higher level metering services work and deployed for emergency work to stand by down wires.

QUALIFICATIONS:

- Must have valid driver's license.
- Should be intelligent, possess the ability to handle customer contacts satisfactorily, and be capable of moderately strenuous work with aptitude for some phase of operational activity.

Note: This is a Non-Progression job

Position: Service Representative A
Job Number: 7013
Pay Group: 13

DUTIES:

Under general supervision to perform metering services activities; including, but not limited to, the following:

- All Service Representative Helper duties
- Curb box inspections, public building surveys and visual regulator vent inspections
- Gas ERT changes
- Connect single-phase electric meters
- Disconnect gas/electric meters including three-phase
- Remove size 425 or smaller gas meters

Also, perform field collections activities including:

- Review and process account data
- Contact and interview customers or their representative and initiate applicable procedures relative to the collection and service policies and in conformance with Company and regulatory standards
- Perform the necessary clerical functions
- Evaluate conditions encountered on customers' premises
- Make decisions and take actions in conformance with all applicable regulations, guides and practices
- Conduct health impairment inspections
- Replevin (socket meters only)

May also be deployed for emergency work to stand by down wires.

QUALIFICATIONS:

- Must have valid driver's license
- Must have one year's educational background in electrical, mechanical or gas theory or 18 months experience in a related mechanical series
- Must have satisfactorily completed Service Representative A school for all duties in this classification
- Working knowledge of company and regulatory requirements regarding collections polices and practices
- Must possess the ability to use hand tools and to handle customer contacts satisfactorily
- Applicant may be required to demonstrate this required level of knowledge

Note: This job is Non-Progression

Position: Service Representative B
Job Number: 7023
Pay Group: 17

DUTIES:

Under general supervision to install, remove or change gas and electric meters; turn off, turn on and light gas appliances; respond to electric and gas emergencies; satisfy all mandated inspections and programs; do piping work up to and including two inches to the point of delivery; perform metering services activities including, but not limited to, the following:

- All Service Representative Helper and A duties
- Connect/cut-in/change/set gas meters
- Investigate irregular metering type investigation
- Set/change 2-wire single phase up to 120/208 network meters
- Perform A-base conversions
- Replace/test secondary fuses
- Issue warning tags
- Respond to fire calls (electric and gas)
- Respond to arcing wires, identify down wires and broken poles
- Investigate no lights/partial lights
- Investigate stopped/noisy meter (electric and gas)
- Respond to carbon monoxide (make safe)
- Respond to no heat (light pilot only)
- Respond to, classify and repair gas leaks (inside and outside);
- Turn on/light up
- Investigate no gas, gas pressure
- Set/install primary and secondary regulators
- Remove mercury regulators
- Fixed factor inspections
- Fitting work up to 2"
- Program meters
- Leak surveys

QUALIFICATIONS:

- Must have valid driver's license
- Must pass the Physical Demands test for Service Representative B
- Must have two (2) years experience as Service Representative A
- Must have satisfactorily completed Service Representative B school for all duties in this classification
- Must possess the ability to handle customer contacts satisfactorily and communicate effectively

NOTE: Employees who demonstrate aptitude for the work and establish a satisfactory record during two (2) years of employment in this position will be promoted to Service Representative C. Satisfactory record must include successful completion of Service Representative C school.

Position: Service Representative C
Job Number: 7033
Pay Group: 20

DUTIES:

Under general supervision to perform the highest level of metering services activities and investigate customer complaints.

Specific duties include, but may not be limited to, the following:

- All Service Representative Helper, A and B duties
- Investigate shocks, suspected grounds and abnormal voltages
- Investigate dim/flickering lights
- Use of telepole
- Investigate, inspect and repair connections and repairs at the weatherhead and hand hole
- Shared metering, high bill and theft of service investigations
- Set/remove recording devices
- Change test blocks, make minor load inventories
- Inspect service wiring
- Set/change/connect/remove three (3) phase meters
- Change meter block and clips in single-phase and three-phase meter channels
- Inspect customer owned gas services
- Make minor adjustments to electric and gas appliances
- Respond to no heat (troubleshoot)
- Respond to carbon monoxide (locate source)
- Investigate elevated gas pressure
- Perform gas meter differential tests
- Install leak clamps on services
- Clear gas services (freeze ups) with outside meters
- Install temporary service - URD
- Install temporary service entrance

QUALIFICATIONS:

- Must have valid driver's license
- Must have two (2) years experience as Service Representative B
- Must have satisfactorily completed Service Representative C school for all duties in this classification
- Must possess a thorough knowledge of company service policy and practices
- Must possess the ability to handle customer contacts satisfactorily and communicate effectively

Position: Service Representative B - Electric
Job Number: 7023E
Pay Group: 16

DUTIES:

Under general supervision to install, remove or change electric meters; respond to electric emergencies; satisfy all mandated inspections and programs; Perform metering services activities including, but not limited to, the following:

- All Service Representative Helper and A duties
- Investigate irregular metering type investigation
- Set/change 2-wire single phase up to 120/208 network meters
- Perform A-base conversions
- Replace/test secondary fuses
- Issue warning tags
- Respond to fire calls (electric)
- Respond to arcing wires, identify down wires and broken poles
- Investigate no lights/partial lights
- Investigate stopped/noisy meter (electric)
- Respond to no heat
- Set/install primary and secondary regulators
- Program meters

QUALIFICATIONS:

- Must have valid driver's license
- Must pass the Physical Demands test for Service Representative B
- Must have two (2) years experience as Service Representative A
- Must have satisfactorily completed Service Representative B school for all duties in this classification
- Must possess the ability to handle customer contacts satisfactorily and communicate effectively

NOTE: Employees who demonstrate aptitude for the work and establish a satisfactory record during two (2) years of employment in this position will be promoted to Service Representative C. Satisfactory record must include successful completion of Service Representative C school.

Position: Service Representative C - Electric
Job Number: 7033E
Pay Group: 19

DUTIES:

Under general supervision to perform the highest level of metering services activities and investigate customer complaints.

Specific duties include, but may not be limited to, the following:

- All Service Representative Helper, A and B duties
- Investigate shocks, suspected grounds and abnormal voltages
- Investigate dim/flickering lights
- Use of telepole
- Investigate, inspect and repair connections and repairs at the weatherhead and hand hole
- Shared metering and high bill investigations
- Set/remove recording devices
- Change test blocks, make minor load inventories
- Inspect service wiring
- Set/change/connect three (3) phase meters
- Change meter block and clips in single-phase and three-phase meter channels
- Make minor adjustments to electric appliances
- Install temporary service - URD
- Install temporary service entrance

QUALIFICATIONS:

- Must have valid driver's license
- Must have two (2) years experience as Service Representative B
- Must have satisfactorily completed Service Representative C school for all duties in this classification
- Must possess a thorough knowledge of company service policy and practices
- Must possess the ability to handle customer contacts satisfactorily and communicate effectively

E-10 **Memorandum regarding Customer Service Representative and Collection Services Associate**

The purpose and intent of this Agreement is to set forth the following understandings reached regarding the Customer Service Representative and Collection Services Associate job classifications:

1. Employees occupying the Customer Service Representative or Collection Services Associate classification will be considered qualified to perform all duties of the job specifications of either job series upon progression to the pay group level ten (10). This broadening of duties for the affected job classifications will be defined as "universal duties" for the purpose of this memorandum.
2. The Company will determine the training needs and provide necessary cross training related to this change.
3. Employees occupying positions in the Syracuse and Buffalo call centers will be assigned to universal duties prior to assigning such duties to employees in the Account Processing department.
4. Employees occupying Collection Service Associate C positions will be upgraded to Pay Group 11, in accordance with Article XI, when assigned Customer Representative D work from Syracuse, New York.

Incumbent employees as of the date of this memorandum, occupying the Customer Representative B-C position in the Account Processing Department will not be assigned universal duties for a period of two years from the date of this memorandum. After this two year period, Customer Representative D employees will be utilized prior to assigning universal duties to the same incumbents.

Dated: October 1, 2004

Signed and Agreed:

LOCAL UNION 97, IBEW:

David S. Falletta

David S. Falletta
President, Business Manager
And Financial Secretary

NIAGARA MOHAWK POWER CORPORATION

David J. Walsh

David J. Walsh
Vice President & Director
Human Resources Services-New York

E-11 Memorandum Regarding Flame-Retardant Clothing Agreement

The Company and Local Union 97, IBEW agree to the following:

1) Eligible employees in Field Operations will receive dollar credits from October 1, 2004 until March 31, 2008 on account with the vendor selected by the Company as follows:

\$450 for employees new to a covered position; or
\$300 annually, for employees continuing in a covered position.

In accordance with the foregoing, the credits will only be used towards the purchase of flame retardant clothing as identified by the Company. The credits may not be carried over from one year to the next, and may not be transferred to another employee.

2) The Company will identify and select a vendor to provide the appropriate flame-retardant clothing through catalogues made available to covered employees. Prices listed in the catalogue will reflect the complete costs of the clothing. Applicable sales tax and shipping charges will be added to that price. Surcharges for tall and/or large orders have been eliminated.

3) Clothing will be offered in three (3) color options; blue, tan or orange, and have the appropriate Niagara Mohawk logo affixed.

4) In the event the Company determines the continuation of catalogue sales is impractical, the Company will have the option to convert the dollar credits outlined in section one of this settlement to direct dollar payments to eligible employees.

5) This Agreement will be reopened for renegotiation in the event regulatory conditions change which substantially impact the type of protective flame retardant clothing that is required.

6) Employees purchasing flame-retardant clothing under these terms are required to wear the clothing while working in areas covered by the regulations.

7) This Agreement shall expire on March 31, 2008, unless extended by written mutual agreement of the parties.

8) This Agreement constitutes the entire understanding between the parties relative to the subject matter hereof and any previous agreement, understanding or settlement is superseded by this Agreement.

Dated: October 1, 2004

Signed and Agreed:

LOCAL UNION 97, IBEW:

David S. Falletta

David S. Falletta
President, Business Manager
And Financial Secretary

NIAGARA MOHAWK POWER CORPORATION

David J. Walsh

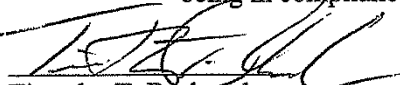
David J. Walsh
Vice President & Director
Human Resources Services-New York

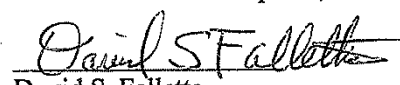
nationalgrid

Addendum to Memorandum of Agreement on FR Clothing

This addendum addresses PPE fire retardant clothing allowances to meet new regulations for 8 Calorie fire retardant clothing for all EDO and Transmission employees.

- Covered employees will be eligible to carryover unspent 2009 money allowance for 2010 clothing allowance and will have the option of using either Tyndale or Bulwark (one or the other) for their FR supplier.
- In addition to their 2009 carryover, Covered employees will be eligible for a \$870.00 allowance for 2010 due to fire retardant clothing regulation changes.
- All newly covered employees requiring fire retardant clothing in new positions will be eligible for a \$870.00 allowance that current year.
- Beginning in 2011, covered employees will be eligible for \$410.00 after 2010. After 2011, any annual increase in prices offered by the vendor will be reflected as a corresponding percentage change to the stipend level. This change will be reviewed with the union before any change to the stipend is implemented.
- Covered employees on an annual basis will have opportunity to decide to purchase clothing from either vendor Tyndale or Bulwark with no limitation of clothing or color from either catalogue, provided the options are in accordance with applicable OSHA standards. In the event the Company is not able to provide the option of the two suppliers or the addition of a new supplier is necessary, section 2 of the MOA will apply.
- Annually, there will be discussions on the catalogues from the vendors to make sure the fire retardant clothing is being furnished properly to employees and meeting expected standards.
- New catalogs will be supplied to employees immediately. Employees will select the vendor by January 31, 2010 and purchase required clothing for the purpose of being in compliance with the 8 Calorie requirement on or before April 1, 2010.


Timothy T. Rosbrook
Director Employee and Labor Relations
National Grid
Date 1/14/10


David S. Falletta
Business Manager
Local 97 IBEW
Date 1/14/10

E-12 Memorandum Regarding EDO Operating Model

Memorandum of Agreement
Niagara Mohawk Power Corporation
And
Local Union 97, IBEW
Regarding
Extension to Labor Agreement

Niagara Mohawk Power Corporation (the "Company") and IBEW Local Union 97 ("Local 97" or the "Union") are parties to an agreement made April 1, 2008 ("Existing Agreement") and have agreed to extend the Existing Agreement and have also agreed on other matters as hereinafter set forth. The terms of the Existing Agreement shall remain in effect for the duration of the extension except as amended below.

i. Duration of Contract

The Company and Union are entering into a three year extension of the Existing Agreement from March 31, 2011 through March 31, 2014.

ii. General Wage Increases

The following base wage increases will take effect:

Effective April 1, 2011 ----- 2.50%
Effective April 1, 2012 ----- 2.50%
Effective April 1, 2013 ----- 2.50%

iii. Employee Benefits

1. Employee Stock Purchase Plan (ESPP), as outlined in Attachment 1
 - f. Eligibility – Regular or Part Time employee who works more than 20 hours per week.
 - g. Purchase American Depository Shares (ADS) on monthly basis at 10% discounted price.
 - h. Each ADS represents five ordinary shares in the Company and are listed on New York Stock Exchange.
 - i. Contributions up to 20% of base pay each year.
 - j. Plan design in accordance with National Grid ESPP

2. Cash Balance – Supplemental pay credits by Birth Year as outlined in Attachment 2 and temporary supplemental annuity in accordance with Attachment 3. Eligibility; employees not in the "transition group", as set forth in the Pension Plan and hired prior to July 1, 1998. Changes are effective October 1, 2009.

3. Post-retirement Medical for employees hired after ratification of this Agreement and current employees not in the “transition group”.

a. Changes are effective October 1, 2009.

b. For Current employees, not in the “transition group”:

Eligibility	No change
Pre – 65 plans	Active employee plans
Pre – 65 contribution	Current contribution rules from CBA
Post – 65 plan	Medicare Supplement
Post – 65 contribution	Current contribution rules from CBA

c. For New Hires on or after ratification of this Agreement:

Eligibility	Age 60 or older with 85 points or Age 61 with 10 years service
Pre – 65 plans	Active employee plans
Pre – 65 contribution	Company contributes 2.67% per year of service to a maximum of 80%
Post – 65 plan	Medicare Supplement
Post – 65 contribution	Company contributes \$4.50 per month per year of service (\$9.00 if married)

iv. Grievances. Open Grievances will be jointly reviewed no later than December 30, 2009 and any grievances that cannot be mutually resolved that have been approved by the Union to arbitration, will be scheduled to arbitrate on a “first-in, first-scheduled” basis, unless the open matter is related to an employee discharge, in which case it will be scheduled no later than December 30, 2009.

v. Printing. The Agreement will be reprinted and a joint committee will review the Agreement for the purpose of making edits, additions and deletions, including Schedule A, Appendix D and Appendix E.

vi. Annual Performance Evaluation – the form will be modified at Company discretion to allow for use of one evaluation form that is consistent with all bargaining units at National Grid and the target bonus percentage will be 3.5%.

vii. EDO Operating Model

This new operating model will provide viable improvements and efficiencies necessary to enhance customer service, reliability and cost reduction and includes job security for affected employees, which is further defined under the terms and conditions of this MOA.

Any and all issues that may arise that are not covered by this MOA will be reviewed by the joint committee with the full understanding that the Collective Bargaining Agreement will apply.

I. Employee Impact Programs (EIP).

a. Programs are voluntary and will be offered to active employees who as of July 1, 2009 are occupying the positions in the following job series; Design Representative, Office Technician, Consumer Representative, Designer, Meter Mechanic (Lab only), Meter Shop Tester C, Lab Technician, Chief Tester and Installer, and Tree Trimmer at the time of this agreement, whose position is affected by EDO Transformation.

- b. Offers will be made at least thirty days prior to the scheduled job reduction and will be made on the basis of division seniority to affected employees in the Eastern and Western divisions and on the basis of geographic area seniority as defined by Article IV 6(b) of the Labor Agreement, in the Central division. The number of eligible employees will be determined by the number of stated reductions associated with the operating model staffing.

1. Voluntary Separation

- a. 2 weeks per year of service, capped at 52 weeks or the parties Separation Allowance benefit, whichever is better based on the individual's age and years of service;
- b. An employee who elects to separate and is eligible for a pension benefit under the terms and conditions of the Collective Bargaining Agreement, will have this benefit paid through the pension asset;
- c. Lump sum payment equal to six months of current Company contribution to medical/dental benefit;
- d. Outplacement services; 30 days from start of service;
- e. Any affected employees who are currently on "Security Clause" status will be eligible for voluntary separation;
- f. Employees electing to separate may be held by the Company up to 18 months in the event the vacancy is to be filled and there are no EITs available for the specific position, or a training need exists.

2. Voluntary Relocation Allowance.

- a. Eligibility: voluntarily accept a position that is located in a work headquarters greater than 50 miles from current. All monetary amounts are less applicable taxes and withholdings and will be paid within thirty business days following Company receipt of signed lease agreement or signed purchase sale agreement.
- b. \$5,000 rental or \$15,000 primary residence
- c. Any employee who elects to relocate to a non-primary residence and within one year from the start date of their new position and location secures a primary residence, will be eligible to receive the \$10,000 difference in benefit.
- d. Lump sum \$2,000, paid in year one and year two within thirty days of starting at the new location and then one year after, assuming the employee continues in same or other eligible location.

3. Commuter Allowance. A lump sum of \$2,000 less applicable taxes and withholdings will be paid to an employee who commutes to a new location that is located in a work headquarters greater than 50 miles from the current. This payment will be made for the first year only and within thirty days of starting at the new location. The employee will remain eligible for the voluntary relocation allowance for one year from the start date of their new position and location.

4. Any employee whose work headquarters is greater than 50 miles, and who accepted an Office Technician position posted in February/March 2009 will be eligible for the voluntary relocation and commuter allowance.

II. Employee in Transition (EIT) Process. An EIT is an employee displaced as a result of implementing the EDO operating model. Unless modified by this Agreement, the seniority provisions of the Labor Agreement will apply. This is a transition pool and includes the following general provisions. More specific provisions regarding each affected job title are included in this document.

1. Placement into available vacancies in accordance with Article IV of the Labor Agreement.
2. EIT can bid posted positions without loss of wage protection. A successful award, sustaining the employee's rate of pay, will be allowed one time only and the employee status will be plus rated, but not subject to the terms and conditions of "security clause" administration (i.e. they are "made whole").
3. Placement into progression positions to allow for progression to higher level; principles of automatic progression will apply.
4. Transcending rights in accordance with Appendix A of the Labor Agreement.
5. The Company will continue to explore job opportunities for EITs and additional training options will be provided by the Company for consideration of longer term career opportunities at National Grid.

III. Bargaining Unit Positions

By April 1, 2010 the Company will conduct a joint review with IBEW Local 97, of EDO staffing for short term and mid term business planning. The review will include age, position and location of EDO field workforce employees and planned staffing needs for the business cycle.

IV. Design

1. EDO Distribution Design will be centralized to Syracuse. A certain number of Design Investigator positions will be assigned to divisional locations in accordance with the terms defined by this Agreement.
2. Contractors
 - a. For the term of the Labor Agreement, consignment type contractors will be discontinued in Distribution Design prior to the displacement of employees into the EIT pool through the implementation of centralized Design. Gas Design contracting is addressed in the side letter regarding Gas Design Representatives.
 - b. The model staffing number for the EDO Design Investigator position will be "protected" at East (16), Central (17) and West (17). While contractors (MSA type) are in use in the division, 10 Design Representatives will be retained as follows; 4 in the East, 2 in Central and 4 in the West.
 - c. Protected means that these jobs will not be reduced so long as EDO Design Representatives remain as EIT in the geographic area.
 - d. Article IV of the Labor Agreement applies to both centralized Design and Design Investigators. The provisions of the Article will be administered for Centralized Design as follows: the number of Design Representatives being offered overtime opportunities in the divisional roles will determine the number of employees offered overtime in the centralized role, but will not exceed the FTE equivalent of MSA contractors in use, in the division, at the time.
 - e. If a design contractor is in use in a work location that no longer includes Design Representatives, the geographic area will be used to determine the application of contractor overtime described in Article IV of the Labor Agreement.
3. Employees in Transition (EIT)
 - a. Design EITs will be temporarily assigned to a Design role and will be located within their original geographic area, to support the successful implementation of centralized Design.
 - b. Employees assigned to these temporary roles will be a part of the transition pool and will be subject to the EIT process.

- c. Employees assigned to a Design Representative position at the time of this Agreement will continue job progression while in the EIT process as a result of the temporary design type work they are performing.
 - d. EIT Design Representatives are eligible for contractor related overtime described in Article IV.
 - e. Design vacancies will be filled by placing Design EITs based on seniority, from the same geographic area. If there are no Design EITs in the same geographic area, Design EITs in the division, then by system, can volunteer by seniority to fill the vacancy. If there are no volunteers, management will determine whether or not the vacancy is to be filled.
4. In full resolution of System Grievance 1-S-08, Design employees who were eligible as of 8/7/06 to progress to pay level 21.5 will be made whole for the step 1 time period they were required to serve. Employees occupying Design Representative Positions at the time this agreement is signed, and who are covered by Section 3 (d) of the Memorandum of Agreement Regarding Design Representatives (Design Representative MOA), who are assigned to staff divisional Design Investigator positions or who relocate to the Centralized Design office from a work location greater than 50 miles, will progress to PG 21.5 of the MOA and will serve step1 time period.
5. The Design Representative MOA will be amended to include the following provisions and as outlined in Attachment 4:
- a. Provision for centralized design work.
 - b. Provision for a field investigator.
 - c. Employees may perform all functions of the Design Representative in accordance with the job specification and pay level.
 - d. Employees in EDO Design will become a separate work group from Gas Design.
 - e. New entrants to series must have 2 year degree in Electrical or Mechanical Technology. Electrical ICS courses are discontinued as a qualifying measure for new entrants to the series.
 - f. New entrants to series progress to B level only
 - g. C Level duties: services requiring 3 phase primary metering, underground networks, large circuit rebuilds, manholes and ducts, lashed cable, 3 phase UCD, large public works (underground and overhead) and relocations, complex DOT jobs and relocations.
 - h. Training for field function of the Design Investigator role will be provided by the Company and with input from Local 97, IBEW.
 - i. Concurrent with the centralization of Design, there will be an addition of 3 Right of Way Agent (ROW) A positions and 2 Office Technicians for Easement work. ROW; Watertown, Syracuse and Northeast region. Office Technician; Buffalo and Albany.
 - j. The "No - Site Visit" arbitration decision is set aside and the Company is not required to make site visits.
6. Joint Committee. The Company and Union will meet quarterly to review the implementation of the new Design model. The purpose of this meeting will be to ensure successful implementation of the model in cooperation with Local 97. The committee will meet for six quarters and then mutually determine if additional meetings are necessary.

V. Clerical

1. The Office Technician function in EDO Distribution Support Services will be centralized to Syracuse. A limited number of positions will remain staffed at management's discretion in the division operations. The number of positions staffed will be 8 in Central, 7 in West and 7 in the East. These divisional staffing numbers include the provision for five positions described in paragraph V(7) below.
2. Administrative Clerk A:
 - a. Pay Group 1 and covered by the Labor Agreement
 - b. New job specification is described in Attachment 5.
 - c. February 2009 posting of up to 20 positions will be completed by filling the remaining 7 positions as new hires, under the PG 1 job specification.
 - d. 10 new positions at PG 1 will be posted immediately.
3. "Gold Book" job specification.

Company will post 5 new positions under Gold Book model to staff EDO Distribution Support. This new job specification is described in Attachment 6 and will remain as part of the EDO Distribution Support organization and as part of the labor agreement that covers "Gold Book" positions.
4. Additional positions of Pay Group 1, Gold Book or Office Technician A-C, will be posted based on the job specifications and operational need.
5. Two Senior Office Technician positions will be posted in Syracuse upon staffing 40 new centralized clerical positions. An additional two senior Office Technician positions will be posted to correspond with the expansion of clerical staff, as determined by the Company, but corresponding to the staffing of an additional 40 positions. Any employee currently occupying the Senior Office Technician job title, who remains staffed in the organization, will retain this job title until attrition.
6. Contractors performing Office Technician work in Electric and Gas Distribution Support will be discontinued prior to displacing any active employees as a result of centralizing EDO clerical work into Syracuse and will only be further utilized while employees are in transition (EIT concept) if there is a compelling reason as determined by the Company.
7. The Work Coordinator role is an integral part of the management team and is not structured as a role that performs bargaining unit work.
 - a. The Company will meet quarterly to conduct a joint review with Local 97 on the implementation of the Work Coordinator role and Centralized Clerical model.
 - b. A total of Five (5) additional Office Technician positions (2 East, 1 Central, 2 West) will be retained across the three divisions while EDO clerical employees remain in the EIT pool.
 - c. Disputes regarding bargaining unit work will be reviewed and discussed with the intent of creating mutually acceptable resolutions.
 - d. The Union will hold in abeyance, its grievances on Work Coordinator.
 - e. The joint committee will mutually agree whether or not to continue to meet after six quarters. Employees in Transition (EIT) will be temporarily assigned to a divisional Clerical role within their geographic area, to support the successful implementation of centralized Clerical. Employees assigned to these temporary roles will be placed into the transition pool and will be subject to the EIT process described in Section II above.

8. Employees in EDO Office Technicians positions will be separate from Gas Office Technicians after canvassing to staff available jobs in accordance with the Falletta/Rosbrook letter dated March 2008, unless otherwise mutually agreed.

VI. Maps and Records. The job specifications are changed to create qualifications surrounding the use and application of current GIS technologies and are outlined in Attachment 7 with the Memorandum of Agreement describing the change.

1. MOA and Job Specification as addendum to Engineering Mutual Agreement.
2. New position requires 2 Year (AAS) degree in GIS/Computer Science or two years work experience in GIS. If the candidate in question was an incumbent employee at the time of this agreement, equivalent experience will be considered.
3. Five existing contractors will be replaced with the staffing of this new position over the next two years and will continue to be replaced as the new position is staffed at the qualified level. This does not change Article IV of the Labor Agreement.
4. Files and reproduction type work from the substations group in New England will be transferred to Syracuse in the fall of 2009.

VII. Customer Order Fulfillment. Functions in part, of the Design Representative, Customer Representative, Consumer Representative and Office Technician will be reassigned in the fall of 2009 to a centralized, affiliate workforce in Massachusetts. The centralized workforce will perform new and upgraded service requests, new lighting installations, and a limited variety of other non-service customer requests to provide a single point of accountability. In addition, the work group will review and monitor miscellaneous customer requests that require EDO investigation and involvement.

1. Up to seven Consumer Representatives will be affected across the three divisions. As a result, the Consumer Representatives in the Business Services Department will be eligible to participate in the EIP and EIT programs described in Sections I and II above. Geographic protection applies to affected employees.
2. Customer Representatives. There will be no reduction in occupied positions as a result of work being reassigned to Customer Order Fulfillment.
3. The impact on Office Technicians and Design Representatives is addressed separately above.

VIII. Work Readiness. This new job specification will be staffed to ensure the field force is able to successfully start and end their shifts and enable the execution of work. The Work Readiness job duties are outlined in the job specification of Attachment 8.

1. Locations. The Work Readiness position will be staffed in the following locations; Central 9, East 6, West 4.
2. 19 positions will be posted
3. Pay level of the position is 11

IX. Regional Control. Consolidation of the three operating centers is under review. The Company and Union will cooperatively bargain the impacts of consolidation, including changes to the existing job specifications. In the event that consolidation plans change, an Article XXIII review of the job specifications will continue.

- X. Labs. Rubber Goods and Standards will be consolidated to Syracuse from New England and Long Island.
1. Memorandum of Agreement and new job specification relative to the Laboratory Technician A (Dielectric), Attachment 9
 2. Revised spec for Lab Tech A (Electric), Attachment 10
 3. New job spec for "Materials Handler", pay group 12, Attachment 11
 4. All Lab employees will be offered separation in accordance with the EIP program described in section I. A total of four positions will be reduced; 2 Standards Labs and 2 Chem Labs. The four affected employees will be placed into other Lab positions and in accordance with Articles IV and XI of the Labor Agreement.
- XI. Make Taps Permanent. Licensed electricians to complete the permanent connections using connectors provided by Company, for single phase, single meter, residential service upgrades up to 200 amps with the same point of attachment. Service Representative Completes the sealing of the meter and review of the site to ensure the service meets company standards. Electric Line Mechanics will be offered an additional 7 weeks of contractor related overtime (in accordance with Article IV); three weeks prior to May 1 and four weeks starting September 1. Upon ratification, employees will be eligible for the offer period to commence after September 1.
- XII. Forestry. Effective April 1, 2011 the Company will discontinue in-house forestry work and utilize a fully outsourced model for this type of work.
1. Affected employees will have the voluntary option to choose other EDO jobs as outlined in Attachment 12.
 2. Affected employees are eligible for separation allowance described above in EIP.
 3. Forestry employees are eligible for the provisions listed in paragraphs 2 and 3 under Section II (EIT Process).
 4. Employees who opt not to separate or transition to other EDO positions will remain in their job and geographic area performing forestry duties through March 31, 2011 at which time the in-house forestry work will discontinue.
 5. Divisional security clause rules will apply and placement will be made into available jobs effective April 1, 2011.
 6. This event will not result in the determination by the Company that no jobs are available.
- XIII. Proficiency Checklist
- The Memorandum of Agreement on the Role of Chief Line Mechanic in On-the-Job Training and Evaluation will be expanded to include the following Field Operation job series and the role of the applicable Chief position or higher level employee. Time will be assigned during the regular schedule to provide on-the-job training to other employees in the apprentice role. A joint committee will develop a checklist of duties for the following job series:
- Electrician (Stations)
 - Splicer
 - Maintenance Mechanic (Stations)
 - Maintenance Mechanic (UG)
 - Mechanic (UG)
 - Relay Tester
 - Communications Tester
 - Field Tester

XIV. Niagara Falls

1. Combine displaced Buffalo EDO Office Technicians with Collections Service Associates to create a resource pool.
2. The EIT process will apply to all employees in this resource pool and geographic protections will apply.
3. The employees are eligible for the EIP programs.
4. Assignment of work can be within the Technical, Office and Clerical classifications and is at the discretion of management. The Universal Representative MOA applies to employees in this resource pool.
5. Virtual work model will be implemented for the Syracuse Contact Center including calls and WFM.

Signed and Agreed:

LOCAL Union 97, IBEW:

David S. Falletta
David S. Falletta
President, Business Manager
And Financial Secretary
July 29, 2009

Niagara Mohawk Power Corporation:

Timothy T. Rosbrook
Timothy T. Rosbrook
Director, Employee and Labor Relations
Upstate New York
July 29, 2009

Cover Page for Employee Stock Purchasing Plan

Attachment 2**Supplemental Pay Credits**

Birth Year	Add On	Additional Supplemental Table
1954	13.1%	Table A
1955	11.3%	Table A
1956	9.7%	Table A
1957	8.4%	Table B
1958	7.0%	Table B
1959	6.1%	Table B
1960	5.3%	Table B
1961	4.5%	Table C
1962	3.8%	Table C
1963	3.0%	Table C
1964	2.2%	Table C
1965	1.4%	Table C
1966	0.7%	Table C
1967	0.0%	Table C
1968	0.0%	Table C
1969	0.0%	Table C
1970	0.0%	Table C
1971	0.0%	Table C
1972	0.0%	Table C
1973	0.0%	Table D
1974	0.0%	Table D
1975	0.0%	Table D
1976	0.0%	Table D
1977	0.0%	Table D

Attachment 3**Temporary Supplemental Annuity**

Age	Table A	Table B	Table C	Table D
55	400	400	1600	1000
56	500	600	1700	1000
57	600	900	1800	1000
58	600	1100	1900	1000
59	700	1500	2000	1000
60	700	2000	2000	1000
61	800	2000	2000	1000
62	900	2000	2000	1000
63	1000	2000	2000	1000
64	1000	2000	2000	1000

**Addendum to Memorandum of Agreement
Between
Niagara Mohawk Power Corporation
And IBEW Local 97
Regarding
Design Representatives**

In order to achieve the objectives of the EDO Transformation by improving reliability, customer service, and gaining greater efficiencies, the Company will centralize EDO Design Representatives in the Syracuse district. This includes Design Representative positions assigned to divisional locations. The Memorandum of Agreement, dated August 7, 2006, is amended to include the following addendum:

1. Design Representatives will be utilized in the divisions to capture information in the field and communicate this information to centralized design. Design Representatives may perform all functions of design work, in accordance with the job specification and pay level, when required and for any location of the division if necessary.
2. Overtime, upgrading and vacation will be administered separately from centralized design for those Design Representatives assigned to design investigation (field) work group.
3. Design Representatives assigned to central design work in the Syracuse district will be utilized to perform office based design work for any division when required.
4. Education. Employees entering the Design Representative series after ratification of this agreement must have, at least, a two-year degree in Electrical or Mechanical Technology from an accredited college or university (No ICS).
5. New Entrants to Series. Employees entering the Design Representative series after ratification of the agreement may progress to Design Representative B only. The C level is awarded through the post and bid procedure, unless by mutual agreement. The posting of C level positions is at management's discretion.
6. Training. Training for Design Representatives will be provided in the divisions for the field function. This training may be different from the centralized design training. Additional design training may be provided and the union will have the opportunity to provide input.
7. Design Representative positions posted will include a note to indicate the position is posted under the terms and conditions of this memorandum.

Title: Administrative Clerk A – Electric Distribution

Pay Group: 1 (Schedule A of the Labor Agreement)

Job Specification #: 9792

Job Responsibilities:

Under general supervision to perform routine administrative support activities:

- Prepare time and mileage reports (data entry only).
- Make arithmetical computations; maintain statistical information limited to data entry of specific departmental related databases as required.
- Enter data from various sources, prepare and type reports, correspondence and records, forms and orders.
- Assist employees of higher grade as required.

Job Qualifications:

- Ability to satisfactorily interact with others within the department.
- Ability to make arithmetical computations.
- Familiarity with computer applications normally required in a business environment.
- Satisfactory completion of validated skills testing (keyboarding), as determined by the Company.

MEMORANDUM OF
AGREEMENT

Between

NIAGARA MOHAWK
POWER CORPORATION

And

LOCAL UNION 97,
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO
REGARDING THE GENERAL OFFICE ASSISTANT – ELECTRIC DISTRIBUTION

Niagara Mohawk Power Corporation (hereinafter referred to as the “Company”) and Local 97 of the International Brotherhood of Electrical Workers, AFL-CIO (hereinafter referred to as the “Union”) enter into this Memorandum of Agreement for purposes of adding the General Office Assistant – Electric Distribution job specification described below to the Collective Bargaining Agreement that the parties entered into November 6, 2007 (the “Agreement”) covering the Syracuse contact center job families. The Company and Union agree that:

1. The General Office Assistant – Electric Distribution, which is described below, will be added to the Agreement as Schedule F of the Agreement and will be covered by the terms of the Agreement.
2. The Company currently provides Electric Distribution clerical support functions in a centralized location in Syracuse, New York, allowing employees in the centralized department to provide this support regardless of the actual physical location where the Electric Distribution work being supported originates.

Schedule F – Job Titles, Wage Schedule and Job Specifications

Table D.1 – Job Titles and Wage Schedule

<u>Code</u>	<u>Job Title</u>	<u>Minimum Experience</u>	<u>Base Wage Rate (\$/hr)</u>	<u>Variable Pay Percentage on Base</u>	<u>Variable Pay Rate (\$/hr)</u>	<u>Total Compensation (\$/hr)</u>
GOA	General Office Assistant – Electric Distribution	Entry	\$9.25	10%	\$.93	\$10.18

3. Key Performance Criteria:
On an annual basis, as of January 31st, the Company will evaluate the employee's job performance against the following key performance measures:
 - a. Documented error rates
 - b. Work quality
 - c. Work efficiency
 - d. Attendance
4. Key Performance Targets:
The Company will base targets for key performance measures on the actual performance during the previous year of the 40% top performing Employees in the Department ("Targets").
5. Variable Pay Compensation:
Each Employee will be eligible for Variable Pay based on their actual monthly performance achieving or exceeding such Targets. Should the Employee achieve the Targets for the month, the Company will apply the Variable Pay Rate, in accordance with Table D.1, Job Titles and Wage Schedules, and pay the Employee such Variable Pay in the first pay period after each calendar month.

Job Specifications:

Title: General Office Assistant – Electric Distribution
Pay Group: TBA
Job Specification #: GOA

Job Responsibilities:

Under general supervision, perform basic office administrative duties including, but not limited to, the following:

1. Prescribed data entry
2. Process incoming and outgoing mail.
3. General filing and record storage.
4. Scan, copy and fax documents.

6. Residence:

As a condition of acceptance of employment, the Company may require Employees to reside within thirty-five (35) miles from their assigned work location. The distance referred to above will be computed from place of residency to assigned work location as calculated by MapQuest, using the Quickest Route option. Any relocation required to conform with this Agreement shall be at the Employee's expense.

7. Unscheduled Absence:

More than eight (8) occurrences of unscheduled absence (including illness) or tardiness per rolling year is unacceptable and grounds for corrective action, up to and including termination. An "unscheduled absence" is one that is not requested, has not been approved as Paid Time Off, and was not scheduled prior to notifying

the Company of the absence. Inclement weather shall not excuse an unscheduled absence; and, during periods of inclement weather, Employees shall report to work as scheduled. If an Employee is unable to come to work or will be tardy due to severe weather conditions that create a risk of safety in attempting to commute to and from work, the Employee may charge such tardiness or absence to available Paid Time Off.

8. Performance Objectives:

Performance Objectives are written statements indicating what the Employee should expect to accomplish in his job, when and how the Employee's results will be measured, and what training or other help the Employee may need to be successful. The Company will strive to provide written Performance Objectives that are clear, measurable, attainable, and challenging. Employees should receive new written Performance Objectives within two weeks of starting a new job. Employees remaining in the same job should receive new Performance Objectives each year, effective April 1. Within the first ninety (90) days of employment with the Company, the Employee will be provided with a brief informal Performance Evaluation.

9. Retention Provision:

- a. It is the goal of the Company to hire and promote the most qualified candidates. Employees are encouraged to inquire and/or apply for any job for which they qualify.
- b. When pursuing an open position, the Employee must meet the following conditions:
 - i. Employee must inform their Supervisor before applying for an opening and secure the Supervisor's signature on the internal posting form;
 - ii. Employee must have received a satisfactory Performance Evaluation in their last performance review; and
 - iii. Employee must have been in their current position for at least six months before he can apply for an opening.

10. Wage Increases:

- a. The parties agree to base annual increases, effective as of April 1st of each year, on the relative change in market based wages, as provided by the national data base of wages ("Wage Data Base") that are consistent with the Job Titles listed above in Table D.1:

Job Titles and Wage Schedule and associated job requirements.

- b. As of January 31, 2009, the Company will set the baseline for the market based wages using the Wage Data Base ("Baseline Year"). Comparables will be based upon a national sample including, but not limited to, the following business segments:
 - i. Aerospace/Defense
 - ii. Biotech
 - iii. Business Services
 - iv. Chemical
 - v. Construction
 - vi. Education, Government, Non-Profit
 - vii. Energy and Utilities

- viii. Healthcare
- ix. Hospitality and Leisure
- x. Insurance
- xi. Internet
- xii. Manufacturing (durable and non-durable goods)
- xiii. Transportation
- xiv. Telecommunications
- xv. Software and Networking
- xvi. Retail Services
- xvii. Pharmaceutical

- c. As of January 31, 2010, the Company will compute the wage index using the Wage Data Base by comparing the rate of change from the Baseline Year to the Baseline Year + 1.
- d. For each subsequent year, the Company will compute the wage index, on an annual basis as of January 31st, by comparing the previous year to the current year Wage Data Base.
 - i. If the calculated relative wage change is negative, the resulting adjustment to the Base Wage Rate will be zero (0) for the next annual period;
 - ii. If the calculated relative wage change is equal to zero and less than the cap (as defined in the following section), the resulting adjustment to the Base Wage Rate will be the actual calculated relative wage change for the next annual period; or
 - iii. If the calculated relative wage change is equal to or greater than the cap, the resulting adjustment to the base wage is capped at the following amounts for the next annual period.

1. 4/1/10	2.75%
2. 4/1/11	2.75%
3. 4/1/12	3.00%

IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

NIAGARA MOHAWK POWER CORPORATION

By: Timothy Rosbrook

Title: Director, Labor Relations

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 97

By: David S. Falletta

Title: President / Business Manager / Financial Secretary

Addendum to the
Memorandum of Agreement
Between
Niagara Mohawk Power Corporation
And
Local Union 97, IBEW
Regarding
Drafting Technicians, Plant Inventory Recorders and Designers

The Company and IBEW Local 97 have reached agreement with regard to the creation of a new Job Series to be included and made a part of the existing Memorandum of Agreement regarding Drafting Technicians, Plant Inventory Recorders and Designers.

The new job series shall consist of the following attached job classifications:

Maps and Records Technician A
Maps and Records Technician B
Maps and Records Designer
Maps and Records Senior Designer

The elements of this agreement are:

1. The existing Drafting Technicians and Plant Inventory Recorders listed below and currently working in the Maps and Records Department or affected employees covered under Attachment A of the Memorandum of Agreement regarding Drafting Technicians, Plant Inventory Recorders and Designers will be grandfathered under the existing Memorandum of Agreement regarding Drafting Technicians, Plant Inventory Recorders and Designers and promoted in accordance with the provisions of that agreement.

Name of incumbent	Current Title	New Title
Barry, John (Steve)	Plant Inventory Recorder B	M&R Senior Designer
Keller, Edward	Plant Inventory Recorder A	M&R Designer
Knickerbocker, Terry	Plant Inventory Recorder A	M&R Designer
Wolf, Patricia	Plant Inventory Recorder B	M&R Senior Designer
Jones, Nathan	Plant Inventory Recorder B	M&R Senior Designer
Olson, Eric	Plant Inventory Recorder B	M&R Senior Designer
Tyrrell, Jeffrey	Plant Inventory Recorder B	M&R Senior Designer
Cordone, John	Plant Inventory Recorder A	M&R Designer
Judware, Jack	Drafting Technician B	M&R Technician A
Labrie, Jeffrey	Plant Inventory Recorder A	M&R Designer
Schultz, Roy	Plant Inventory Recorder A	M&R Designer
Kern, David	Plant Inventory Recorder A	M&R Designer
Perry, Alan	Plant Inventory Recorder B	M&R Senior Designer

2. The existing Drafting Technicians and Plant Inventory Recorders in the department shall remain at their current pay group with pay increases calculated accordingly, but will assume the title and job duties of the new job specifications as follows:
 - Drafting Technician B to Maps and Records Technician A
 - Drafting Technician C to Maps and Records Technician B
 - Plant Inventory Recorder A to Maps and Records Designer
 - Plant Inventory Recorder B to Maps and Records Senior Designer

3. Similar to the provisions of the existing Memo of Agreement, the job series will progress to the Maps and Records Designer job classification after the employee has demonstrated the ability to perform Maps and Records Designer level work in a manner satisfactory to the Company. The provision for promotion to the Maps and Records Senior Designer job classification will be administered in accordance with paragraph 4 (a-d) of the existing Memo of Agreement.
4. Employees currently not covered by the existing Memo of Agreement and any new hires into this new job series must meet the educational and other requirements in order to be considered for promotion in accordance with the provisions of the new job specifications. Vacancies shall be posted at the starting level of the job series, Maps and Records Technician A unless otherwise mutually agreed by the parties. Current Design Representatives who do not possess an applicable two year degree, but who do have two years of GIS Design experience, qualify for the Maps and Records job series.
5. Section 1 of the existing Memo of Agreement is hereby amended to include the addition of AAS degree in Computer Science and an AAS degree in GIS for the Inventory Recording Technical Group.
6. Section 2 of the existing Memo of Agreement is hereby amended such that the new job title of Maps and Records Technician A is added to the existing job titles of Drafting Technician B that pertain to the Inventory Recording Group.
7. Section 3 of the existing Memo of Agreement is hereby amended such that the new job titles are replaced for the existing job titles of Drafting Technician and Plant Inventory Recorder that pertain to the Inventory Recording Group.
8. Sections 6 and 8 of the existing Memo of Agreement are hereby amended to insert the job title of Plant Inventory Recorder with the new Maps and Records job series as appropriate.
9. Except as specifically provided under the terms of this agreement, it is not intended to amend or supersede other agreements between the parties.

Signed and Agreed:

LOCAL Union 97, IBEW:

Niagara Mohawk Power Corporation:

David S. Falletta
President, Business Manager
And Financial Secretary
July 29 2009

Timothy T. Rosbrook
Director, Employee and Labor Relations
Upstate New York
July 29, 2009

Job Specifications:

Position: Maps and Records Technician A
Job Number: 1532
Pay Group: 13

DUTIES:

Under direct supervision, assist higher level employees with the duties listed below and perform all aspects of moderate complexity required for the completion of all electric Geographic Information Systems (GIS) and Computer Aided Design and Drafting (CADD) projects. Perform GIS projects for Gas as needed. The preparation and perpetuation of standard maps and records of all facilities with physical assets and perform such duties as

- Perform and complete "As Built" design changes for construction and confirming work requests

- Check construction and retirement orders together with their completion reports in the field against the actual installations and retirements of equipment

- Perform and complete all types of Data Model changes and map/drawing changes

- Produce and maintain Diagrams, Maps and Drawings utilizing currently available technologies and tools

- Assist with the design of Underground systems such as Conventional Manhole, Duct and URD systems utilizing computer systems and perform "As Built" design changes

- Provide support to the Regional Control Centers and other clients to ensure accuracy of systems

- Assist in recording on appropriate prints or drawings additions and retirements of facilities as shown on construction and retirement orders and associated completion reports

- Analyze completion reports and reconcile with information added to or removed from the prints or drawings relating to any asset classes

- Assist in ordering and distributing to various departments, prints prepared from standard maps

- Assist in taking field measurements and physical inventories of electric production, transmission, and distribution plant

- Work proficiently in MS Office Applications

- Make contacts with other districts and departments in connection with job duties

QUALIFICATIONS:

AAS Degree in an applicable Engineering Technology as posted, i.e. GIS, Computer Science, Electrical, Mechanical, or Civil/Structural. For GIS postings, candidates must have an AAS degree in GIS/Computer Science or two (2) years of design work experience in GIS.

Must pass validated aptitude test.

Ability to read maps and construction drawings and knowledge of equipment and materials used in electric plant facilities

NOTE: Maps and Records Technician A shall, after a period of greater than one year but no longer than two years, and after having demonstrated the ability to perform Maps and Records Technician B work in a manner satisfactory to the Company, be promoted to Maps and Records Technician B at the time of the annual Review Board.

Position: Maps and Records Technician B
Job Number: 1542
Pay Group: 17

DUTIES:

Under direct supervision, assist higher level employees with the duties listed below and perform all aspects of moderate to higher complexity required for the completion of all electric Geographic Information Systems (GIS) and Computer Aided Design and Drafting (CADD) projects. Perform GIS projects for Gas as needed. The preparation and perpetuation of standard maps and records of all facilities with physical assets and perform such duties as

Perform and complete "As Built" design changes for construction and confirming work requests
Check construction and retirement orders together with their completion reports in the field against the actual installations and retirements of equipment
Perform and complete all types of Data Model changes and map/drawing changes
Produce and maintain Diagrams, Maps and Drawings utilizing currently available technologies and tools

Assist in designs of Underground systems such as Conventional Manhole, Duct, and URD systems utilizing computer systems and perform "As Built" design changes

Provide support to the Regional Control Centers and other clients to ensure accuracy of systems and maps/drawings

Assist in recording on appropriate prints or drawings additions and retirements of facilities as shown on construction and retirement orders and associated completion reports

Analyze completion reports and reconcile with information added to or removed from the prints or drawings relating to any asset classes

Ordering and distributing to various departments, prints prepared from standard maps

Assist in taking field measurements and physical inventories of electric production, transmission, and distribution plant

Assist in the maintenance of land records and the preparation of maps and descriptions to accompany deeds, agreements and other legal documents

Make periodic check of plant property records with physical property in the field

Check the work of Technicians of lower classifications

Work proficiently in MS Office Applications

Make contacts with other districts and departments in connection with job duties

QUALIFICATIONS:

AAS Degree in an applicable Engineering Technology as posted, i.e. GIS, Computer Science, Electrical, Mechanical, or Civil/Structural. For GIS postings, candidates must have an AAS degree in GIS/Computer Science or two (2) years of design work experience in GIS.

Must pass validated aptitude test

Ability to read maps and construction drawings and knowledge of equipment and materials used in electric plant facilities

Sufficient experience and demonstrated ability to complete original, responsible designs with minimal direction and supervision

Knowledge of Maps and Records procedures and standard maps and records

Knowledge of related departments policies and procedures

One to two years of experience as Maps and Records Technician A/Drafting Technician B.

NOTE 1: Maps and Records Technician B shall, after a period of two years and after having demonstrated the ability to perform Maps and Records Designer work in a manner satisfactory to the Company, be promoted to Maps and Records Designer at the time of the annual Review Board.

Position: Maps and Records Designer
Job Number: 1552
Pay Group: 19

DUTIES:

Under general supervision, perform all aspects of higher complexity required for the completion of all electric Geographic Information Systems (GIS) and Computer Aided Design and Drafting (CADD) projects. Perform GIS projects for Gas as needed. The preparation and perpetuation of standard maps and records of all facilities with physical assets and perform such duties as

- Perform and complete "As Built" design changes for construction and confirming work requests
- Check construction and retirement orders together with their completion reports in the field against the actual installations and retirements of equipment
- Perform and complete all types of Data Model changes and map/drawing changes
- Produce and maintain Diagrams, Maps and Drawings utilizing currently available technologies and tools
- Perform design of Underground systems such as Conventional Manhole, Duct and URD systems utilizing computer systems and perform "As Built" design changes
- Provide support to the Regional Control Centers and other clients to ensure accuracy of systems
- Record on appropriate prints or drawings additions and retirements of facilities as shown on construction and retirement orders and associated completion reports
- Analyze completion reports and reconcile with information added to or removed from the prints or drawings relating to any asset classes
- Ordering and distributing to various departments, prints prepared from standard maps
- Take field measurements and physical inventories of electric production, transmission, and distribution plant
- Instruct and advise personnel in the various departments involved with these orders, in the correct preparation of construction and retirement reports in accordance with the established engineering and accounting procedures and standards
- Record and maintain land records and the preparation of maps and descriptions to accompany deeds, agreements, and other legal documents
- Direct and check the work of Maps and Records Technicians of lower classifications
- Work proficiently in MS Office Applications
- Make contacts with other districts and departments in connection with job duties

QUALIFICATIONS:

- AAS Degree in an applicable Engineering Technology as posted, i.e. GIS, Computer Science, Electrical, Mechanical, or Civil/Structural. For GIS postings, candidates must have an AAS degree in GIS/Computer Science or two (2) years of design work experience in GIS.
- Must pass Validated aptitude test
- Ability to read maps and construction drawings and knowledge of equipment and materials used in electric plant facilities
- Sufficient experience and demonstrated ability to complete original, responsible designs with minimal direction and supervision
- Knowledge of Maps and Records procedures and standard maps and records
- Knowledge of related departments' policies and procedures
- Ability to direct and check the work of Maps and Records Technician of a lower classifications
- Minimum of 3-4 years of experience in Maps and Records

Position: Maps and Records Senior Designer
Job Number: 1562
Pay Group: 22

DUTIES:

Under general supervision to coordinate work in the preparation and maintenance of all aspects required for the completion of all electric Geographic Information Systems (GIS) and Computer Aided Design and Drafting (CADD) projects. Perform GIS projects for Gas as needed. The preparation and perpetuation of standard maps and records of all facilities with physical assets and the Continuing Property Record and perform such duties as:

- Perform and complete "As Built" design changes for construction and confirming work requests
- Check construction and retirement orders together with their completion reports in the field against the actual installations and retirements of equipment
- Perform and complete all types of Data Model changes and map/drawing changes
- Modify feeder configurations in support of facility betterment projects, feeder rearrangements and switching with scope of complexity ranging from simple to complex data model modifications
- Produce and maintain Diagrams, Maps and Drawings utilizing currently available technologies and tools
- Coordinate the design of Underground systems such as Conventional Manhole, Duct and URD systems utilizing computer systems and perform "As Built" design changes
- Provide support to the Regional Control Centers and other clients to ensure accuracy of systems
- Recording on appropriate prints or drawings additions and retirements of facilities as shown on construction and retirement orders and associated completion reports
- Analyze completion reports and reconcile with information added to or removed from the prints or drawings relating to any asset classes
- Ordering and distributing to various departments, prints prepared from standard maps
- Taking field measurements and physical inventories of electric production, transmission, and distribution plant
- Instruct and advise personnel in the various departments involved with these orders, in the correct preparation of construction and retirement reports in accordance with the established engineering and accounting procedures and standards
- Record and maintain land records and the preparation of maps and descriptions to accompany deeds, agreements, and other legal documents
- Make periodic check of plant property records with physical property in the field
- Coordinate, direct and check the work performed by employees of lower classifications
- Coordinate, direct and check the of work performed by other internal and external groups
- Compile statistical reports and records from data obtained from construction and retirement orders and other sources of information
- Work proficiently in MS Office Applications
- Make contacts with other districts and departments in connection with job duties

QUALIFICATIONS:

AAS Degree in an applicable Engineering Technology as posted, i.e. GIS, Computer Science, Electrical, Mechanical, or Civil/Structural. For GIS postings, candidates must have an AAS degree in GIS/Computer Science or two (2) years of design work experience in GIS.

Must pass validated aptitude test Ability to read maps and construction drawings and knowledge of equipment and materials used in electric plant facilities

Demonstrated ability to plan direct, and take responsible charge for complex technical and administrative work with minimum supervision

Extensive Knowledge of Maps and Records procedures and standard maps and records

Knowledge of related departments' policies and procedures

Ability to direct and check the work of Maps and Records Technicians and Designer lower classifications

Minimum of five years of experience in Maps and Records

Position: Platform Attendant
Job Number: 9042
Pay Group: 11

Duties:

Under General supervision, working a modified schedule*, will prepare vehicles for operation by performing the following type of tasks; stock, load, unload, start, fuel, inspect and clear –off vehicles. Responsible for associated platform activities such as rubber goods disbursement, tools (replacing or securing repairs) and performing other support activities for the field crews.

Qualifications:

Must obtain CDL License and Forklift Certification within required period of time.

Must pass validated physical abilities test.

* Modified Schedule: Monday to Friday 7:00 AM to 11:00 PM

Memorandum of Agreement
Between
Niagara Mohawk Power Corporation
And
Local Union 97, IBEW
Regarding
The Laboratory Technician A - Dielectric Job Classification

The Company and IBEW Local 97 have reached agreement with regard to the creation of a new Job Classification, Laboratory Technician A – Dielectric.

This new job classification provides an extraordinary opportunity for the parties to establish a competitive Dielectric Laboratory Department and also provides the flexibility needed to ensure the Company's ability to economically and efficiently utilize the additional personnel who will occupy these new positions. The elements of this agreement are:

1. Upon the signing of this agreement, it is the Company's intention to post Laboratory Technician A – Dielectric positions to be filled at pay group 12, with eligible bidders who meet the qualifications for the position as delineated in the attached Job Specification.
2. Contingent upon successful completion of all testing requirements, including a validated aptitude test, the employees will be assigned to the new positions.
3. Upon successfully bidding and being awarded a Meter Shop Tester A position, previous time spent training to be qualified as a Meter Shop Tester A as a Laboratory Technician A – Dielectric will be counted for the purpose of progression in the Meter Shop Tester job series.
4. Employees awarded these new positions and covered by this agreement will be prohibited from bidding on any other position with the exception of Meter Shop Tester series for a period of three years (locked-in).
5. Any and all questions or disputes involving the application and administration of this agreement will be referred to the signatories of this agreement, or their designees, for discussion.
6. Except as specifically provided under the terms of this agreement, it is not intended to amend or supersede other agreements between the parties.

Signed and Agreed:

LOCAL Union 97, IBEW:

Niagara Mohawk Power Corporation:

David S. Falletta
President, Business Manager
And Financial Secretary
July 29, 2009

Timothy T. Rosbrook
Director, Employee and Labor Relations
Upstate New York
July 29, 2009

Attachment to Attachment 9

Title: Laboratory Technician A (Dielectric)
Scheduled Worker
Job Number: 4321
Pay Group: 12

Job Responsibilities: Under general supervision in a Dielectric Test Lab to perform physical inspections, electrical tests and investigations on insulating material and equipment designed to protect personnel against electrical shock and to train to be qualified as a Meter Shop Tester A. Perform cleaning, shipping and receiving of associated insulated material and equipment; operation of material handling equipment; operation of computer and other equipment associated with inventory and tracking systems. Perform general cleaning and housekeeping, including periodic checks and general maintenance of dielectric test equipment; perform other duties as assigned.

Job Qualifications:

Satisfactory completion of courses in Mathematics through Trigonometry;
Ability to follow prescribed laboratory procedures, practices and standards;
Ability to learn and operate department computer systems, including databases.
Must pass validated aptitude test

New York Union Job Specifications

Title: Laboratory Technician A (Electrical)
Job Number: 4281
Pay Group: 20

Job Responsibilities: Under general supervision in Lab & Testing Services to perform such duties as physical or electrical inspections, tests or investigations on materials or equipment including those involving complicated laboratory apparatus or procedures and to submit data on the results; to test, calibrate and repair such devices as electronic controls and instrumentation, electric power supplies, detectors, UG facilities locators, recorders, etc.; and to assist Electrical Laboratory Technicians of a higher classification.

Job Qualifications:

- Two-year degree in Electrical Technology from an accredited college or university or completion of specified courses outlined below:

Mathematics through Trigonometry
Electric Theory
DC and AC Circuits
Magnetism
Instrument Transformers
Polyphase Theory
Meter Watthour Standards
Digital Electronics
Solid State Electronics

- Ability to follow prescribed standards and procedures
 - Must pass validated aptitude test
-

New York Union Job Specifications

Title: Materials Handler Day Worker

Pay Group: 12

Job Number: 1533

Job Responsibilities: Under general supervision in Lab & Testing Services, to ship and receive, inspect and verify materials as to quantity and quality; to prepare and maintain necessary records and reports for incoming and outgoing shipments

Job Qualifications:

- Must be able to handle materials and equipment safely, to satisfactorily prepare the records and required reports, and have sufficient knowledge to identify all types and varieties of material, supplies and equipment.

Transfer of Tree Trimmers to Alternate EDO Departments
Who did NOT elect Voluntary Separation

- A. The Union will poll incumbent employees occupying the existing Tree Trimmer positions to determine their choice of EDO job series and geographic location from one of the following groups at their existing pay grade: Line, O&M, Underground, Distribution Inspections, Construction and Maintenance, Street Lighting, Control Center and Work Readiness. Once the employee elects a position at a location, they will be placed by mutual agreement based on availability determined by company need, and the employee's preference by seniority. In addition, EDO will explore other opportunities for voluntary placement within other lines of business, where possible.
- B. Within 20 days of initiating this agreement the Union will poll the existing and present to the Company the results of the poll.
- C. The Company will evaluate the list of requested moves for each individual on a seniority basis and shall review with the IBEW, Local 97 in advance of making a determination as to whether or not the individual job transfer and geographic location can be accommodated. All employee requests will be discussed between the Company and the Union. The intent is to make every effort to provide mutually agreeable placements.
- D. Where an agreement has been reached to transition an employee, the applicable CAST or other applicable test must be passed. The Company will continue to make available practice tests prior to CAST testing. The Physical Abilities test is satisfied based on the occupation of the Tree Trimmer position.
- E. When a Tree Trimmer elects placement into another job series under this transition agreement, they will be placed at the "A" level of the Line Mechanic, Splicer, Mechanic or Maintenance Mechanic series. Individuals must successfully complete the "A" level training and after 6 months as an "A" they will be evaluated by the Company and the Union to determine if they can be accelerated to the "B" level by mutual agreement. The Tree Trimmer will maintain their existing pay grade when they transfer to the new series until they progress to a higher level than their existing pay level.
- F. Once an individual is assigned to a new position they will be expected to perform as any other employee at that level in the series. In the event an employee is deemed unsuitable for the new position which they have been assigned, or the employee does not wish to continue in the position, the employee has up to 12 months from the date of the placement described in Section A above, to select another position or job series, and still retain their current pay grade. After 12 months the employee will be required to bid out of the job series.

Signed and Agreed:

LOCAL Union 97, IBEW:

David S. Falletta
President, Business Manager
And Financial Secretary
July 29, 2009

Niagara Mohawk Power Corporation:

Timothy T. Rosbrook
Director, Employee and Labor Relations
Upstate New York
July 29, 2009

SCHEDULE OF GROUP LIFE INSURANCE
EFFECTIVE April 1, 2011
REGULAR EMPLOYEES
PLAN A

Pay Group		Hourly	Weekly	Basic
Step 1	Step 2			
-	24	\$43.155	\$1,726.20	\$135,000
-	ChLMAHS	41.605	1,664.20	130,000
24	23	41.315	1,652.60	129,000
ChLMAHS	-	39.870	1,594.80	125,000
23	22	39.620	1,584.80	124,000
-	21.5	38.755	1,550.20	121,000
-	LMHS	38.005	1,520.20	119,000
22	21	37.880	1,515.20	119,000
21.5	-	37.395	1,495.80	117,000
LMHS	-	36.640	1,465.60	115,000
21	20	36.125	1,445.00	113,000
20	19	34.760	1,390.40	109,000
19	18	33.150	1,326.00	104,000
18	17	31.765	1,270.60	100,000
17	16	30.330	1,213.20	95,000
16	15	29.000	1,160.00	91,000
15	14	27.925	1,117.00	88,000
14	13	26.735	1,069.40	84,000
13	12	25.545	1,021.80	80,000
12	11	24.555	982.20	77,000
11	10	23.685	947.40	74,000
10	9	22.745	909.80	71,000
9	8	21.835	873.40	69,000
8	7	21.060	842.40	66,000
7	6	20.140	805.60	63,000
6	5	19.370	774.80	61,000
5	4	18.450	738.00	58,000
4	3	17.825	713.00	56,000
3	2	17.025	681.00	54,000
2	1	16.495	659.80	52,000
1	-	15.980	639.20	50,000

SCHEDULE OF GROUP LIFE INSURANCE
EFFECTIVE April 1, 2011
REGULAR EMPLOYEES
HIRED ON OR AFTER JUNE 1, 1982
PLAN A

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	\$42.155	\$1,686.20	\$132,000
-	ChLMAHS	40.605	1,624.20	127,000
24	23	40.315	1,612.60	126,000
ChLMAHS	-	38.870	1,554.80	122,000
23	22	38.620	1,544.80	121,000
-	21.5	37.755	1,510.20	118,000
-	LMHS	37.005	1,480.20	116,000
22	21	36.880	1,475.20	116,000
21.5	-	36.395	1,455.80	114,000
LMHS	-	35.640	1,425.60	112,000
21	20	35.125	1,405.00	110,000
20	19	33.760	1,350.40	106,000
19	18	32.150	1,286.00	101,000
18	17	30.765	1,230.60	96,000
17	16	29.330	1,173.20	92,000
16	15	28.000	1,120.00	88,000
15	14	26.925	1,077.00	85,000
14	13	25.735	1,029.40	81,000
13	12	24.545	981.80	77,000
12	11	23.555	942.20	74,000
11	10	22.685	907.40	71,000
10	9	21.745	869.80	68,000
9	8	20.835	833.40	66,000
8	7	20.060	802.40	63,000
7	6	19.140	765.60	60,000
6	5	18.370	734.80	58,000
5	4	17.450	698.00	55,000
4	3	16.825	673.00	53,000
3	2	16.025	641.00	50,000
2	1	15.495	619.80	49,000
1	-	14.980	599.20	47,000

**SCHEDULE OF REVISED GROUP LIFE INSURANCE
EFFECTIVE April 1, 2011
REGULAR EMPLOYEES
PLAN B**

(Optional effective October 1, 1984 for those employees hired prior to July 1, 1984; effective for all employees hired on or after July 1, 1984.)

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	\$43.155	\$1,726.20	\$225,000
-	ChLMAHS	41.605	1,664.20	217,000
24	23	41.315	1,652.60	215,000
ChLMAHS	-	39.870	1,594.80	208,000
23	22	39.620	1,584.80	207,000
-	21.5	38.755	1,550.20	202,000
-	LMHS	38.005	1,520.20	199,000
22	21	37.880	1,515.20	198,000
21.5	-	37.395	1,495.80	195,000
LMHS	-	36.640	1,465.60	192,000
21	20	36.125	1,445.00	189,000
20	19	34.760	1,390.40	182,000
19	18	33.150	1,326.00	173,000
18	17	31.765	1,270.60	167,000
17	16	30.330	1,213.20	159,000
16	15	29.000	1,160.00	152,000
15	14	27.925	1,117.00	147,000
14	13	26.735	1,069.40	140,000
13	12	25.545	1,021.80	134,000
12	11	24.555	982.20	129,000
11	10	23.685	947.40	124,000
10	9	22.745	909.80	119,000
9	8	21.835	873.40	115,000
8	7	21.060	842.40	110,000
7	6	20.140	805.60	105,000
6	5	20.370	774.80	102,000
5	4	18.450	738.00	97,000
4	3	17.825	713.00	94,000
3	2	17.025	681.00	90,000
2	1	16.495	659.80	87,000
1	-	15.980	639.20	84,000

**SCHEDULE OF REVISED GROUP LIFE INSURANCE
EFFECTIVE April 1, 2011
REGULAR EMPLOYEES
HIRED ON OR AFTER JUNE 1, 1982
PLAN B**

(Optional effective October 1, 1984 for those employees hired prior to July 1, 1984; effective for all employees hired on or after July 1, 1984.)

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	\$42.155	\$1,686.20	\$220,000
-	ChLMAHS	40.605	1,624.20	212,000
24	23	40.315	1,612.60	210,000
ChLMAHS	-	38.870	1,554.80	203,000
23	22	38.620	1,544.80	202,000
-	21.5	37.755	1,510.20	197,000
-	LMHS	37.005	1,480.20	193,000
22	21	36.880	1,475.20	193,000
21.5	-	36.395	1,455.80	190,000
LMHS	-	35.640	1,425.60	187,000
21	20	35.125	1,405.00	184,000
20	19	33.760	1,350.40	177,000
19	18	32.150	1,286.00	168,000
18	17	30.765	1,230.60	160,000
17	16	29.330	1,173.20	154,000
16	15	28.000	1,120.00	147,000
15	14	26.925	1,077.00	142,000
14	13	25.735	1,029.40	135,000
13	12	24.545	981.80	129,000
12	11	23.555	942.20	123,000
11	10	22.685	907.40	119,000
10	9	21.745	869.80	114,000
9	8	20.835	833.40	110,000
8	7	20.060	802.40	105,000
7	6	19.140	765.60	100,000
6	5	18.370	734.80	97,000
5	4	17.450	698.00	92,000
4	3	16.825	673.00	88,000
3	2	16.025	641.00	84,000
2	1	15.495	619.80	82,000
1	-	14.980	599.20	79,000

**SCHEDULE OF GROUP LIFE INSURANCE
EFFECTIVE April 1, 2012
REGULAR EMPLOYEES
PLAN A**

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	\$44.235	\$1,769.40	\$139,000
-	ChLMAHS	42.650	1,706.00	134,000
24	23	42.350	1,694.00	133,000
ChLMAHS	-	40.870	1,634.80	128,000
23	22	40.615	1,624.60	127,000
-	21.5	39.725	1,589.00	124,000
-	LMHS	38.960	1,558.40	122,000
22	21	38.830	1,553.20	122,000
21.5	-	38.330	1,533.20	120,000
LMHS	-	37.560	1,502.40	118,000
21	20	37.030	1,481.20	116,000
20	19	35.630	1,425.20	112,000
19	18	33.980	1,359.20	107,000
18	17	32.560	1,302.40	102,000
17	16	31.090	1,243.60	98,000
16	15	29.725	1,189.00	93,000
15	14	28.625	1,145.00	90,000
14	13	27.405	1,096.20	86,000
13	12	26.185	1,047.40	82,000
12	11	25.170	1,006.80	79,000
11	10	24.280	971.20	76,000
10	9	23.315	932.60	73,000
9	8	22.385	895.40	70,000
8	7	21.590	863.60	68,000
7	6	20.645	825.80	65,000
6	5	19.855	794.20	62,000
5	4	18.915	756.60	60,000
4	3	18.275	731.00	58,000
3	2	17.455	698.20	55,000
2	1	16.910	676.40	53,000
1	-	16.380	655.20	52,000

SCHEDULE OF GROUP LIFE INSURANCE
EFFECTIVE April 1, 2012
REGULAR EMPLOYEES HIRED ON OR AFTER JUNE 1, 1982
PLAN A

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	\$43.235	\$1,729.40	\$135,000
-	ChLMAHS	41.650	1,666.00	130,000
24	23	41.350	1,654.00	130,000
ChLMAHS	-	39.870	1,594.80	125,000
23	22	39.615	1,584.60	124,000
-	21.5	38.725	1,549.00	121,000
-	LMHS	37.960	1,518.40	119,000
22	21	37.830	1,513.20	119,000
21.5	-	37.330	1,493.20	117,000
LMHS	-	36.560	1,462.40	115,000
21	20	36.030	1,441.20	113,000
20	19	34.630	1,385.20	109,000
19	18	32.980	1,319.20	103,000
18	17	31.560	1,262.40	99,000
17	16	30.090	1,203.60	94,000
16	15	28.725	1,149.00	90,000
15	14	27.625	1,105.00	87,000
14	13	26.405	1,056.20	83,000
13	12	25.185	1,007.40	79,000
12	11	24.170	966.80	76,000
11	10	23.280	931.20	73,000
10	9	22.315	892.60	70,000
9	8	21.385	855.40	67,000
8	7	20.590	823.60	65,000
7	6	19.645	785.80	62,000
6	5	18.855	754.20	59,000
5	4	17.915	716.60	56,000
4	3	17.275	691.00	54,000
3	2	16.455	658.20	52,000
2	1	15.910	636.40	50,000
1	-	15.380	615.20	48,000

**SCHEDULE OF REVISED GROUP LIFE INSURANCE
EFFECTIVE April 1, 2012
REGULAR EMPLOYEES
PLAN B**

(Optional effective October 1, 1984 for those employees hired prior to July 1, 1984; effective for all employees hired on or after July 1, 1984.)

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	\$44.235	\$1,769.40	\$232,000
-	ChLMAHS	42.650	1,706.00	223,000
24	23	42.350	1,694.00	222,000
ChLMAHS	-	40.870	1,634.80	214,000
23	22	40.615	1,624.60	212,000
-	21.5	39.725	1,589.00	207,000
-	LMHS	38.960	1,558.40	204,000
22	21	38.830	1,553.20	203,000
21.5	-	38.330	1,533.20	200,000
LMHS	-	37.560	1,502.40	197,000
21	20	37.030	1,481.20	194,000
20	19	35.630	1,425.20	187,000
19	18	33.980	1,359.20	178,000
18	17	32.560	1,302.40	170,000
17	16	31.090	1,243.60	163,000
16	15	29.725	1,189.00	155,000
15	14	28.625	1,145.00	150,000
14	13	27.405	1,096.20	144,000
13	12	26.185	1,047.40	137,000
12	11	25.170	1,006.80	132,000
11	10	24.280	971.20	127,000
10	9	23.315	932.60	122,000
9	8	22.385	895.40	117,000
8	7	21.590	863.60	113,000
7	6	20.645	825.80	108,000
6	5	19.855	794.20	104,000
5	4	18.915	756.60	100,000
4	3	18.275	731.00	97,000
3	2	17.455	698.20	92,000
2	1	16.910	676.40	89,000
1	-	16.380	655.20	87,000

**SCHEDULE OF REVISED GROUP LIFE INSURANCE
EFFECTIVE April 1, 2012
REGULAR EMPLOYEES
HIRED ON OR AFTER JUNE 1, 1982
PLAN B**

(Optional effective October 1, 1984 for those employees hired prior to July 1, 1984; effective for all employees hired on or after July 1, 1984.)

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	\$43.235	\$1,729.40	\$225,000
-	ChLMAHS	41.650	1,666.00	217,000
24	23	41.350	1,654.00	217,000
ChLMAHS	-	39.870	1,594.80	208,000
23	22	39.615	1,584.60	207,000
-	21.5	38.725	1,549.00	202,000
-	LMHS	37.960	1,518.40	198,000
22	21	37.830	1,513.20	198,000
21.5	-	37.330	1,493.20	195,000
LMHS	-	36.560	1,462.40	192,000
21	20	36.030	1,441.20	188,000
20	19	34.630	1,385.20	182,000
19	18	32.980	1,319.20	172,000
18	17	31.560	1,262.40	165,000
17	16	30.090	1,203.60	157,000
16	15	28.725	1,149.00	150,000
15	14	27.625	1,105.00	145,000
14	13	26.405	1,056.20	138,000
13	12	25.185	1,007.40	132,000
12	11	24.170	966.80	127,000
11	10	23.280	931.20	122,000
10	9	22.315	892.60	117,000
9	8	21.385	855.40	112,000
8	7	20.590	823.60	108,000
7	6	19.645	785.80	103,000
6	5	18.855	754.20	99,000
5	4	17.915	716.60	94,000
4	3	17.275	691.00	90,000
3	2	16.455	658.20	87,000
2	1	15.910	636.40	84,000
1	-	15.380	615.20	80,000

SCHEDULE OF GROUP LIFE INSURANCE
EFFECTIVE April 1, 2013
REGULAR EMPLOYEES
PLAN A

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	\$45.345	\$1,813.80	\$142,000
-	ChLMAHS	43.720	1,748.80	137,000
24	23	43.410	1,736.40	136,000
ChLMAHS	-	41.895	1,675.80	131,000
23	22	41.635	1,665.40	130,000
-	21.5	40.720	1,628.80	128,000
-	LMHS	39.935	1,597.40	125,000
22	21	39.805	1,592.20	125,000
21.5	-	39.290	1,571.60	123,000
LMHS	-	38.500	1,540.00	121,000
21	20	37.960	1,518.40	119,000
20	19	36.525	1,461.00	114,000
19	18	34.830	1,393.20	109,000
18	17	33.375	1,335.00	105,000
17	16	31.870	1,274.80	100,000
16	15	30.470	1,218.80	96,000
15	14	29.345	1,173.80	92,000
14	13	28.095	1,123.80	88,000
13	12	26.840	1,073.60	84,000
12	11	25.800	1,032.00	81,000
11	10	24.890	995.60	78,000
10	9	23.900	956.00	75,000
9	8	22.945	917.80	72,000
8	7	22.130	885.20	70,000
7	6	21.165	846.60	67,000
6	5	20.355	814.20	64,000
5	4	19.390	775.60	61,000
4	3	18.735	749.40	59,000
3	2	17.895	715.80	56,000
2	1	17.335	693.40	55,000
1	-	16.790	671.60	53,000

SCHEDULE OF GROUP LIFE INSURANCE
EFFECTIVE April 1, 2013
REGULAR EMPLOYEES HIRED ON OR AFTER JUNE 1, 1982
PLAN A

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	\$44.345	\$1,773.80	\$139,000
-	ChLMAHS	42.720	1,708.80	134,000
24	23	42.410	1,696.40	133,000
ChLMAHS	-	40.895	1,635.80	128,000
23	22	40.635	1,625.40	127,000
-	21.5	39.720	1,588.80	124,000
-	LMHS	38.935	1,557.40	122,000
22	21	38.805	1,552.20	122,000
21.5	-	38.290	1,531.60	120,000
LMHS	-	37.500	1,500.00	117,000
21	20	36.960	1,478.40	116,000
20	19	35.525	1,421.00	111,000
19	18	33.830	1,353.20	106,000
18	17	32.375	1,295.00	102,000
17	16	30.870	1,234.80	97,000
16	15	29.470	1,178.80	92,000
15	14	28.345	1,133.80	89,000
14	13	27.095	1,083.80	85,000
13	12	25.840	1,033.60	81,000
12	11	24.800	992.00	78,000
11	10	23.890	955.60	75,000
10	9	22.900	916.00	72,000
9	8	21.945	877.80	69,000
8	7	21.130	845.20	66,000
7	6	20.165	806.60	63,000
6	5	19.355	774.20	61,000
5	4	18.390	735.60	58,000
4	3	17.735	709.40	56,000
3	2	16.895	675.80	53,000
2	1	16.335	653.40	51,000
1	-	15.790	631.60	50,000

**SCHEDULE OF REVISED GROUP LIFE INSURANCE
EFFECTIVE April 1, 2013
REGULAR EMPLOYEES
PLAN B**

(Optional effective October 1, 1984 for those employees hired prior to July 1, 1984; effective for all employees hired on or after July 1, 1984.)

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	\$45.345	\$1,813.80	\$237,000
-	ChLMAHS	43.720	1,748.80	228,000
24	23	43.410	1,736.40	227,000
ChLMAHS	-	41.895	1,675.80	219,000
23	22	41.635	1,665.40	217,000
-	21.5	40.720	1,628.80	213,000
-	LMHS	39.935	1,597.40	209,000
22	21	39.805	1,592.20	208,000
21.5	-	39.290	1,571.60	205,000
LMHS	-	38.500	1,540.00	202,000
21	20	37.960	1,518.40	198,000
20	19	36.525	1,461.00	190,000
19	18	34.830	1,393.20	182,000
18	17	33.375	1,335.00	175,000
17	16	31.870	1,274.80	167,000
16	15	30.470	1,218.80	160,000
15	14	29.345	1,173.80	154,000
14	13	28.095	1,123.80	147,000
13	12	26.840	1,073.60	140,000
12	11	25.800	1,032.00	135,000
11	10	24.890	995.60	130,000
10	9	23.900	956.00	125,000
9	8	22.945	917.80	120,000
8	7	22.130	885.20	117,000
7	6	21.165	846.60	112,000
6	5	20.355	814.20	107,000
5	4	19.390	775.60	102,000
4	3	18.735	749.40	98,000
3	2	17.895	715.80	94,000
2	1	17.335	693.40	92,000
1	-	16.790	671.60	88,000

**SCHEDULE OF REVISED GROUP LIFE INSURANCE
EFFECTIVE April 1, 2013
REGULAR EMPLOYEES
HIRED ON OR AFTER JUNE 1, 1982
PLAN B**

(Optional effective October 1, 1984 for those employees hired prior to July 1, 1984; effective for all employees hired on or after July 1, 1984.)

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	\$44.345	\$1,773.80	\$232,000
-	ChLMAHS	42.720	1,708.80	223,000
24	23	42.410	1,696.40	222,000
ChLMAHS	-	40.895	1,635.80	214,000
23	22	40.635	1,625.40	212,000
-	21.5	39.720	1,588.80	207,000
-	LMHS	38.935	1,557.40	203,000
22	21	38.805	1,552.20	203,000
21.5	-	38.290	1,531.60	200,000
LMHS	-	37.500	1,500.00	195,000
21	20	36.960	1,478.40	193,000
20	19	35.525	1,421.00	185,000
19	18	33.830	1,353.20	177,000
18	17	32.375	1,295.00	170,000
17	16	30.870	1,234.80	162,000
16	15	29.470	1,178.80	154,000
15	14	28.345	1,133.80	148,000
14	13	27.095	1,083.80	142,000
13	12	25.840	1,033.60	135,000
12	11	24.800	992.00	130,000
11	10	23.890	955.60	125,000
10	9	22.900	916.00	120,000
9	8	21.945	877.80	115,000
8	7	21.130	845.20	110,000
7	6	20.165	906.60	105,000
6	5	19.355	774.20	102,000
5	4	18.390	735.60	97,000
4	3	17.735	709.40	93,000
3	2	16.895	675.80	89,000
2	1	16.335	653.40	85,000
1	-	15.790	631.60	83,000

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2011																				
January							February							March						
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	21	22	23	24	25	26	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	27	28	29	30	31							
30	31																			
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	30	31	26	27	28	29	30						
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		1	2	3	4	5	6				1	2	3	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28	29	30	31	25	26	27	28	29	30				
31																				
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			1	2	3	4	5				1	2	3	
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30	25	26	27	28	29	30	31			
30	31																			
2012																				
January							February							March						

S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4					1	2	3
8	9	10	11	12	13	14	5	6	7	8	9	10	11	4	5	6	7	8	9	10
15	16	17	18	19	20	21	12	13	14	15	16	17	18	11	12	13	14	15	16	17
22	23	24	25	26	27	28	19	20	21	22	23	24	25	18	19	20	21	22	23	24
29	30	31					26	27	28	29				25	26	27	28	29	30	31

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	4	5	6	7			1	2	3	4	5						1	2
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
29	30						27	28	29	30	31			24	25	26	27	28	29	30

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	4	5	6	7				1	2	3	4							1
8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8
15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22
29	30	31					26	27	28	29	30	31		23	24	25	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	3	4	5	6					1	2	3							1
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29
														30	31					

2013

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9

13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
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April	May	June
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October	November	December
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NOTES

MEMORANDUM OF AGREEMENT

between

**NIAGARA MOHAWK
POWER CORPORATION**

and

LOCAL UNION 97, IBEW

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO**

Effective

April 1, 2014 through March 31, 2017

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MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT ("Agreement") made by and between NIAGARA MOHAWK POWER CORPORATION (the "Company") and LOCAL UNION 97, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO (the "Union").

WHEREAS, the Company and the Union are parties to an agreement made April 1, 2008 and extended by agreement dated July 29, 2009 (collectively, the "Existing Agreement"); and

WHEREAS, the parties desire to extend their labor contract, and following extensive discussions have reached a mutual understanding on essential terms;

NOW, THEREFORE, the parties hereto agree as follows:

1. The Existing Agreement shall be extended for three years from March 31, 2014 to March 31, 2017 at 11:59 p.m., subject to the notice and renewal provisions of Article XXIX of the Existing Agreement.
2. General base wage increases will be as follows:

Effective April 1, 2014 ---- 2.5%
Effective April 1, 2015 ---- 2.5%
Effective April 1, 2016 ---- 2.5%
3. Any dispute under this Agreement is subject to resolution exclusively in accordance with the Grievance and Arbitration procedure contained in Article XXII of the Existing Agreement.
4. All terms of the Existing Agreement remain in effect, except as modified by this Agreement.

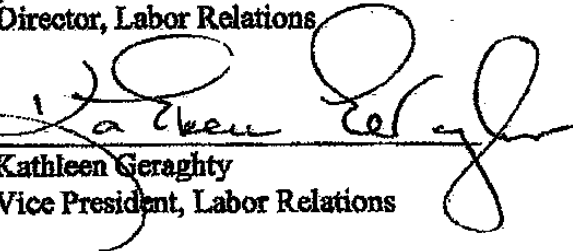
Dated: April 5th, 2013

NIAGARA MOHAWK
POWER CORP.

LOCAL UNION 97, IBEW

By: 
James Raab
Director, Labor Relations

By: 
Theodore J. Skerpon
Business Manager

By: 
Kathleen Geraghty
Vice President, Labor Relations

WAGE SCHEDULE - J
EFFECTIVE APRIL 1, 2014
BASIC WEEKLY WAGE RATES
ON 40 HOUR WORK-WEEK BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS

Pay Group	First Step		Second Step	
	Hourly	Weekly	Hourly	Weekly
24	\$44.500	\$1,780.00	\$46.480	\$1,859.20
Ch. L. Mech. A H.S.	42.945	1,717.80	44.815	1,792.60
23	42.680	1,707.20	44.500	1,780.00
22	40.805	1,632.20	42.680	1,707.20
21.5	40.275	1,611.00	41.740	1,669.60
Line Mech. H.S.	39.465	1,578.60	40.935	1,637.40
21	38.910	1,556.40	40.805	1,632.20
20	37.440	1,497.60	38.910	1,556.40
19	35.705	1,428.20	37.440	1,497.60
18	34.210	1,368.40	35.705	1,428.20
17	32.670	1,306.80	34.210	1,368.40
16	31.235	1,249.40	32.670	1,306.80
15	30.080	1,203.20	31.235	1,249.40
14	28.800	1,152.00	30.080	1,203.20
13	27.515	1,100.60	28.800	1,152.00
12	26.445	1,057.80	27.515	1,100.60
11	25.515	1,020.60	26.445	1,057.80
10	24.500	980.00	25.515	1,020.60
9	23.520	940.80	24.500	980.00
8	22.685	907.40	23.520	940.80
7	21.695	867.80	22.685	907.40
6	20.865	834.60	21.695	867.80
5	19.875	795.00	20.865	834.60
4	19.205	768.20	19.875	795.00
3	18.345	733.80	19.205	768.20
2	17.770	710.80	18.345	733.80
1	17.210	688.40	17.770	710.80

WAGE SCHEDULE - K
EFFECTIVE APRIL 1, 2014
BASIC WEEKLY WAGE RATES
ON 40 HOUR WORK-WEEK BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS
ALL EMPLOYEES HIRED ON OR AFTER JUNE 1, 1982

Pay Group	First Step		Second Step	
	Hourly	Weekly	Hourly	Weekly
24	\$43.500	\$1,740.00	\$45.480	\$1,819.20
Ch. L. Mech. A H.S.	41.945	1,677.80	43.815	1,752.60
23	41.680	1,667.20	43.500	1,740.00
22	39.805	1,592.20	41.680	1,667.20
21.5	39.275	1,571.00	40.740	1,629.60
Line Mech. H.S.	38.465	1,538.60	39.935	1,597.40
21	37.910	1,516.40	39.805	1,592.20
20	36.440	1,457.60	37.910	1,516.40
19	34.705	1,388.20	36.440	1,457.60
18	33.210	1,328.40	34.705	1,388.20
17	31.670	1,266.80	33.210	1,328.40
16	30.235	1,209.40	31.670	1,266.80
15	29.080	1,163.20	30.235	1,209.40
14	27.800	1,112.00	29.080	1,163.20
13	26.515	1,060.60	27.800	1,112.00
12	25.445	1,017.80	26.515	1,060.60
11	24.515	980.60	25.445	1,017.80
10	23.500	940.00	24.515	980.60
9	22.520	900.80	23.500	940.00
8	21.685	867.40	22.520	900.80
7	20.695	827.80	21.685	867.40
6	19.865	794.60	20.695	827.80
5	18.875	755.00	19.865	794.60
4	18.205	728.20	18.875	755.00
3	17.345	693.80	18.205	728.20
2	16.770	670.80	17.345	693.80
1	16.210	648.40	16.770	670.80

This Wage Schedule K is applicable to all Employees hired on or after June 1, 1982 and will remain in effect until such Employee completes one (1) year of continuous service and has attained Probationary or Regular status at which time such Employee will be placed in the appropriate Pay Group and Step of Wage Schedule J.

**WAGE SCHEDULE - L
EFFECTIVE APRIL 1, 2014
BASIC WEEKLY WAGE RATES
ON 40 HOUR WORK-WEEK BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS
STUDENT PAY RATES - SUMMER EMPLOYMENT**

Pay Group	Hourly	Weekly
10	\$19.975	\$799.00
9	19.145	765.80
8	18.435	737.40
7	17.595	703.80
6	16.890	675.60
5	16.045	641.80
4	15.475	619.00
3	14.745	589.80
2	14.255	570.20
1	13.780	551.20

WAGE SCHEDULE - M
EFFECTIVE APRIL 1, 2015
BASIC WEEKLY WAGE RATES
ON 40 HOUR WORK-WEEK BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS

Pay Group	First Step		Second Step	
	Hourly	Weekly	Hourly	Weekly
24	\$45.615	\$1,824.60	\$47.645	\$1,905.80
Ch. L. Mech. A H.S.	44.020	1,760.80	45.940	1,837.60
23	43.750	1,750.00	45.615	1,824.60
22	41.830	1,673.20	43.750	1,750.00
21.5	41.285	1,651.40	42.785	1,711.40
Line Mech. H.S.	40.455	1,618.20	41.960	1,678.40
21	39.885	1,595.40	41.830	1,673.20
20	38.380	1,535.20	39.885	1,595.40
19	36.600	1,464.00	38.380	1,535.20
18	35.070	1,402.80	36.600	1,464.00
17	33.490	1,339.60	35.070	1,402.80
16	32.020	1,280.80	33.490	1,339.60
15	30.835	1,233.40	32.020	1,280.80
14	29.520	1,180.80	30.835	1,233.40
13	28.205	1,128.20	29.520	1,180.80
12	27.110	1,084.40	28.205	1,128.20
11	26.155	1,046.20	27.110	1,084.40
10	25.115	1,004.60	26.155	1,046.20
9	24.110	964.40	25.115	1,004.60
8	23.255	930.20	24.110	964.40
7	22.240	889.60	23.255	930.20
6	21.390	855.60	22.240	889.60
5	20.375	815.00	21.390	855.60
4	19.690	787.60	20.375	815.00
3	18.805	752.20	19.690	787.60
2	18.215	728.60	18.805	752.20
1	17.645	705.80	18.215	728.60

WAGE SCHEDULE - N
EFFECTIVE APRIL 1, 2015
BASIC WEEKLY WAGE RATES
ON 40 HOUR WORK-WEEK BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS
ALL EMPLOYEES HIRED ON OR AFTER JUNE 1, 1982

Pay Group	First Step		Second Step	
	Hourly	Weekly	Hourly	Weekly
24	\$44.615	\$1,784.60	\$46.645	\$1,865.80
Ch. L. Mech. A H.S.	43.020	1,720.80	44.940	1,797.60
23	42.750	1,710.00	44.615	1,784.60
22	40.830	1,633.20	42.750	1,710.00
21.5	40.285	1,611.40	41.785	1,671.40
Line Mech. H.S.	39.455	1,578.20	40.960	1,638.40
21	38.885	1,555.40	40.830	1,633.20
20	37.380	1,495.20	38.885	1,555.40
19	35.600	1,424.00	37.380	1,495.20
18	34.070	1,362.80	35.600	1,424.00
17	32.490	1,299.60	34.070	1,362.80
16	31.020	1,240.80	32.490	1,299.60
15	29.835	1,193.40	31.020	1,240.80
14	28.520	1,140.80	29.835	1,193.40
13	27.205	1,088.20	28.520	1,140.80
12	26.110	1,044.40	27.205	1,088.20
11	25.155	1,006.20	26.110	1,044.40
10	24.115	964.60	25.155	1,006.20
9	23.110	924.40	24.115	964.60
8	22.255	890.20	23.110	924.40
7	21.240	849.60	22.255	890.20
6	20.390	815.60	21.240	849.60
5	19.375	775.00	20.390	815.60
4	18.690	747.60	19.375	775.00
3	17.805	712.20	18.690	747.60
2	17.215	688.60	17.805	712.20
1	16.645	665.80	17.215	688.60

This Wage Schedule N is applicable to all Employees hired on or after June 1, 1982 and will remain in effect until such Employee completes one (1) year of continuous service and has attained Probationary or Regular status at which time such Employee will be placed in the appropriate Pay Group and Step of Wage Schedule M.

WAGE SCHEDULE - O
EFFECTIVE APRIL 1, 2015
BASIC WEEKLY WAGE RATES
ON 40 HOUR WORK-WEEK BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS
STUDENT PAY RATES - SUMMER EMPLOYMENT

Pay Group	Hourly	Weekly
10	\$20.500	\$820.00
9	19.645	785.80
8	18.920	756.80
7	18.055	722.20
6	17.335	693.40
5	16.470	658.80
4	15.890	635.60
3	15.135	605.40
2	14.635	585.40
1	14.150	566.00

WAGE SCHEDULE - P
EFFECTIVE APRIL 1, 2016
BASIC WEEKLY WAGE RATES
ON 40 HOUR WORK-WEEK BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS

Pay Group	First Step		Second Step	
	Hourly	Weekly	Hourly	Weekly
24	\$46.760	\$1,870.40	\$48.840	\$1,953.60
Ch. L. Mech. A H.S.	45.125	1,805.00	47.090	1,883.60
23	44.845	1,793.80	46.760	1,870.40
22	42.880	1,715.20	44.845	1,793.80
21.5	42.320	1,692.80	43.855	1,754.20
Line Mech. H.S.	41.470	1,658.80	43.010	1,720.40
21	40.885	1,635.40	42.880	1,715.20
20	39.340	1,573.60	40.885	1,635.40
19	37.515	1,500.60	39.340	1,573.60
18	35.950	1,438.00	37.515	1,500.60
17	34.330	1,373.20	35.950	1,438.00
16	32.825	1,313.00	34.330	1,373.20
15	31.610	1,264.40	32.825	1,313.00
14	30.260	1,210.40	31.610	1,264.40
13	28.915	1,156.60	30.260	1,210.40
12	27.790	1,111.60	28.915	1,156.60
11	26.810	1,072.40	27.790	1,111.60
10	25.745	1,029.80	26.810	1,072.40
9	24.715	988.60	25.745	1,029.80
8	23.840	953.60	24.715	988.60
7	22.800	912.00	23.840	953.60
6	21.925	877.00	22.800	912.00
5	20.885	835.40	21.925	877.00
4	20.185	807.40	20.885	835.40
3	19.280	771.20	20.185	807.40
2	18.675	747.00	19.280	771.20
1	18.090	723.60	18.675	747.00

WAGE SCHEDULE – Q
EFFECTIVE APRIL 1, 2016
BASIC WEEKLY WAGE RATES
ON 40 HOUR WORK-WEEK BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS
ALL EMPLOYEES HIRED ON OR AFTER JUNE 1, 1982

Pay Group	First Step		Second Step	
	Hourly	Weekly	Hourly	Weekly
24	\$45.760	\$1,830.40	\$47.840	\$1,913.60
Ch. L. Mech. A H.S.	44.125	1,765.00	46.090	1,843.60
23	43.845	1,753.80	45.760	1,830.40
22	41.880	1,675.20	43.845	1,753.80
21.5	41.320	1,652.80	42.855	1,714.20
Line Mech. H.S.	40.470	1,618.80	42.010	1,680.40
21	39.885	1,595.40	41.880	1,675.20
20	38.340	1,533.60	39.885	1,595.40
19	36.515	1,460.60	38.340	1,533.60
18	34.950	1,398.00	36.515	1,460.60
17	33.330	1,333.20	34.950	1,398.00
16	31.825	1,273.00	33.330	1,333.20
15	30.610	1,224.40	31.825	1,273.00
14	29.260	1,170.40	30.610	1,224.40
13	27.915	1,116.60	29.260	1,170.40
12	26.790	1,071.60	27.915	1,116.60
11	25.810	1,032.40	26.790	1,071.60
10	24.745	989.80	25.810	1,032.40
9	23.715	948.60	24.745	989.80
8	22.840	913.60	23.715	948.60
7	21.800	872.00	22.840	913.60
6	20.925	837.00	21.800	872.00
5	19.885	795.40	20.925	837.00
4	19.185	767.40	19.885	795.40
3	18.280	731.20	19.185	767.40
2	17.675	707.00	18.280	731.20
1	17.090	683.60	17.675	707.00

This Wage Schedule Q is applicable to all Employees hired on or after June 1, 1982 and will remain in effect until such Employee completes one (1) year of continuous service and has attained Probationary or Regular status at which time such Employee will be placed in the appropriate Pay Group and Step of Wage Schedule P.

WAGE SCHEDULE - R
EFFECTIVE APRIL 1, 2016
BASIC WEEKLY WAGE RATES
ON 40 HOUR WORK-WEEK BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS
STUDENT PAY RATES - SUMMER EMPLOYMENT

Pay Group	Hourly	Weekly
10	\$21.035	\$841.40
9	20.160	806.40
8	19.415	776.60
7	18.530	741.20
6	17.790	711.60
5	16.905	676.20
4	16.310	652.40
3	15.540	621.60
2	15.025	601.00
1	14.530	581.20

SCHEDULE OF GROUP LIFE INSURANCE
EFFECTIVE April 1, 2014
REGULAR EMPLOYEES ~ PLAN A

Pay Group		Hourly	Weekly	Basic
Step 1	Step 2			
-	24	\$46.480	\$1,859.20	\$146,000
-	ChLMAHS	44.815	1,792.60	140,000
24	23	44.500	1,780.00	139,000
ChLMAHS	-	42.945	1,717.80	134,000
23	22	42.680	1,707.20	134,000
-	21.5	41.740	1,669.60	131,000
-	LMHS	40.935	1,637.40	128,000
22	21	40.805	1,632.20	128,000
21.5	-	40.275	1,611.00	126,000
LMHS	-	39.465	1,578.60	124,000
21	20	38.910	1,556.40	122,000
20	19	37.440	1,497.60	117,000
19	18	35.705	1,428.20	112,000
18	17	34.210	1,368.40	107,000
17	16	32.670	1,306.80	102,000
16	15	31.235	1,249.40	98,000
15	14	30.080	1,203.20	94,000
14	13	28.800	1,152.00	90,000
13	12	27.515	1,100.60	86,000
12	11	26.445	1,057.80	83,000
11	10	25.515	1,020.60	80,000
10	9	24.500	980.00	77,000
9	8	23.520	940.80	74,000
8	7	22.685	907.40	71,000
7	6	21.695	867.80	68,000
6	5	20.865	834.60	66,000
5	4	19.875	795.00	63,000
4	3	19.205	768.20	60,000
3	2	18.345	733.80	58,000
2	1	17.770	710.80	56,000
1	-	17.210	688.40	54,000

SCHEDULE OF GROUP LIFE INSURANCE
EFFECTIVE April 1, 2014
REGULAR EMPLOYEES
HIRED ON OR AFTER JUNE 1, 1982 ~ PLAN A

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	\$45.480	\$1,819.20	\$142,000
-	ChLMAHS	43.815	1,752.60	137,000
24	23	43.500	1,740.00	136,000
ChLMAHS	-	41.945	1,677.80	131,000
23	22	41.680	1,667.20	131,000
-	21.5	40.740	1,629.60	128,000
-	LMHS	39.935	1,597.40	125,000
22	21	39.805	1,592.20	125,000
21.5	-	39.275	1,571.00	123,000
LMHS	-	38.465	1,538.60	121,000
21	20	37.910	1,516.40	119,000
20	19	36.440	1,457.60	114,000
19	18	34.705	1,388.20	109,000
18	17	33.210	1,328.40	104,000
17	16	31.670	1,266.80	99,000
16	15	30.235	1,209.40	95,000
15	14	29.080	1,163.20	91,000
14	13	27.800	1,112.00	87,000
13	12	26.515	1,060.60	83,000
12	11	25.445	1,017.80	80,000
11	10	24.515	980.60	77,000
10	9	23.500	940.00	74,000
9	8	22.520	900.80	71,000
8	7	21.685	867.40	68,000
7	6	20.695	827.80	65,000
6	5	19.865	794.60	62,000
5	4	18.875	755.00	59,000
4	3	18.205	728.20	57,000
3	2	17.345	693.80	55,000
2	1	16.770	670.80	53,000
1	-	16.210	648.40	51,000

**SCHEDULE OF GROUP LIFE INSURANCE
EFFECTIVE April 1, 2014 ~ REGULAR EMPLOYEES ~ PLAN B**

(Optional effective October 1, 1984 for those employees hired prior to July 1, 1984; effective for all employees hired on or after July 1, 1984.)

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	\$46.480	\$1,859.20	\$243,000
-	ChLMAHS	44.815	1,792.60	234,000
24	23	44.500	1,780.00	232,000
ChLMAHS	-	42.945	1,717.80	224,000
23	22	42.680	1,707.20	223,000
-	21.5	41.740	1,669.60	218,000
-	LMHS	40.935	1,637.40	214,000
22	21	40.805	1,632.20	213,000
21.5	-	40.275	1,611.00	210,000
LMHS	-	39.465	1,578.60	207,000
21	20	38.910	1,556.40	203,000
20	19	37.440	1,497.60	195,000
19	18	35.705	1,428.20	187,000
18	17	34.210	1,368.40	179,000
17	16	32.670	1,306.80	170,000
16	15	31.235	1,249.40	163,000
15	14	30.080	1,203.20	157,000
14	13	28.800	1,152.00	150,000
13	12	27.515	1,100.60	144,000
12	11	26.445	1,057.80	139,000
11	10	25.515	1,020.60	134,000
10	9	24.500	980.00	128,000
9	8	23.520	940.80	123,000
8	7	22.685	907.40	119,000
7	6	21.695	867.80	114,000
6	5	20.865	834.60	110,000
5	4	19.875	795.00	105,000
4	3	19.205	768.20	100,000
3	2	18.345	733.80	97,000
2	1	17.770	710.80	93,000
1	-	17.210	688.40	90,000

**SCHEDULE OF REVISED GROUP LIFE INSURANCE
EFFECTIVE April 1, 2014 ~ REGULAR EMPLOYEES
HIRED ON OR AFTER JUNE 1, 1982 ~ PLAN B**

(Optional effective October 1, 1984 for those employees hired prior to July 1, 1984; effective for all employees hired on or after July 1, 1984.)

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	\$45.480	\$1,819.20	\$237,000
-	ChLMAHS	43.815	1,752.60	229,000
24	23	43.500	1,740.00	227,000
ChLMAHS	-	41.945	1,677.80	219,000
23	22	41.680	1,667.20	218,000
-	21.5	40.740	1,629.60	213,000
-	LMHS	39.935	1,597.40	209,000
22	21	39.805	1,592.20	208,000
21.5	-	39.275	1,571.00	205,000
LMHS	-	38.465	1,538.60	202,000
21	20	37.910	1,516.40	198,000
20	19	36.440	1,457.60	190,000
19	18	34.705	1,388.20	182,000
18	17	33.210	1,328.40	174,000
17	16	31.670	1,266.80	165,000
16	15	30.235	1,209.40	158,000
15	14	29.080	1,163.20	152,000
14	13	27.800	1,112.00	145,000
13	12	26.515	1,060.60	139,000
12	11	25.445	1,017.80	133,000
11	10	24.515	980.60	128,000
10	9	23.500	940.00	123,000
9	8	22.520	900.80	118,000
8	7	21.685	867.40	114,000
7	6	20.695	827.80	109,000
6	5	19.865	794.60	104,000
5	4	18.875	755.00	99,000
4	3	18.205	728.20	95,000
3	2	17.345	693.80	92,000
2	1	16.770	670.80	88,000
1	-	16.210	648.40	85,000

SCHEDULE OF GROUP LIFE INSURANCE
EFFECTIVE April 1, 2015
REGULAR EMPLOYEES ~ PLAN A

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	\$47.645	\$1,905.80	\$149,000
-	ChLMAHS	45.940	1,837.60	144,000
24	23	45.615	1,824.60	143,000
ChLMAHS	-	44.020	1,760.80	138,000
23	22	43.750	1,750.00	137,000
-	21.5	42.785	1,711.40	134,000
-	LMHS	41.960	1,678.40	131,000
22	21	41.830	1,673.20	131,000
21.5	-	41.285	1,651.40	129,000
LMHS	-	40.455	1,618.20	127,000
21	20	39.885	1,595.40	125,000
20	19	38.380	1,535.20	120,000
19	18	36.600	1,464.00	115,000
18	17	35.070	1,402.80	110,000
17	16	33.490	1,339.60	105,000
16	15	32.020	1,280.80	100,000
15	14	30.835	1,233.40	97,000
14	13	29.520	1,180.80	93,000
13	12	28.205	1,128.20	88,000
12	11	27.110	1,084.40	85,000
11	10	26.155	1,046.20	82,000
10	9	25.115	1,004.60	79,000
9	8	24.110	964.40	76,000
8	7	23.255	930.20	73,000
7	6	22.240	889.60	70,000
6	5	21.390	855.60	67,000
5	4	20.375	815.00	64,000
4	3	19.690	787.60	62,000
3	2	18.805	752.20	59,000
2	1	18.215	728.60	57,000
1	-	17.645	705.80	56,000

SCHEDULE OF GROUP LIFE INSURANCE
EFFECTIVE April 1, 2015
REGULAR EMPLOYEES
HIRED ON OR AFTER JUNE 1, 1982 - PLAN A

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	\$46.645	\$1,865.80	\$146,000
-	ChLMAHS	44.940	1,797.60	141,000
24	23	44.615	1,784.60	140,000
ChLMAHS	-	43.020	1,720.80	135,000
23	22	42.750	1,710.00	134,000
-	21.5	41.785	1,671.40	131,000
-	LMHS	40.960	1,638.40	128,000
22	21	40.830	1,633.20	128,000
21.5	-	40.285	1,611.40	126,000
LMHS	-	39.455	1,578.20	124,000
21	20	38.885	1,555.40	122,000
20	19	37.380	1,495.20	117,000
19	18	35.600	1,424.00	112,000
18	17	34.070	1,362.80	107,000
17	16	32.490	1,299.60	102,000
16	15	31.020	1,240.80	97,000
15	14	29.835	1,193.40	94,000
14	13	28.520	1,140.80	89,000
13	12	27.205	1,088.20	85,000
12	11	26.110	1,044.40	82,000
11	10	25.155	1,006.20	79,000
10	9	24.115	964.60	76,000
9	8	23.110	924.40	73,000
8	7	22.255	890.20	70,000
7	6	21.240	849.60	67,000
6	5	20.390	815.60	64,000
5	4	19.375	775.00	61,000
4	3	18.690	747.60	59,000
3	2	17.805	712.20	56,000
2	1	17.215	688.60	54,000
1	-	16.645	665.80	52,000

SCHEDULE OF GROUP LIFE INSURANCE

EFFECTIVE April 1, 2015

REGULAR EMPLOYEES ~ PLAN B

(Optional effective October 1, 1984 for those employees hired prior to July 1, 1984; effective for all employees hired on or after July 1, 1984.)

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	\$47.645	\$1,905.80	\$249,000
-	ChLMAHS	45.940	1,837.60	240,000
24	23	45.615	1,824.60	238,000
ChLMAHS	-	44.020	1,760.80	230,000
23	22	43.750	1,750.00	228,000
-	21.5	42.785	1,711.40	223,000
-	LMHS	41.960	1,678.40	219,000
22	21	41.830	1,673.20	219,000
21.5	-	41.285	1,651.40	215,000
LMHS	-	40.455	1,618.20	212,000
21	20	39.885	1,595.40	208,000
20	19	38.380	1,535.20	200,000
19	18	36.600	1,464.00	192,000
18	17	35.070	1,402.80	183,000
17	16	33.490	1,339.60	175,000
16	15	32.020	1,280.80	167,000
15	14	30.835	1,233.40	162,000
14	13	29.520	1,180.80	155,000
13	12	28.205	1,128.20	147,000
12	11	27.110	1,084.40	142,000
11	10	26.155	1,046.20	137,000
10	9	25.115	1,004.60	132,000
9	8	24.110	964.40	127,000
8	7	23.255	930.20	122,000
7	6	22.240	889.60	117,000
6	5	21.390	855.60	112,000
5	4	20.375	815.00	107,000
4	3	19.690	787.60	103,000
3	2	18.805	752.20	99,000
2	1	18.215	728.60	95,000
1	-	17.645	705.80	93,000

SCHEDULE OF GROUP LIFE INSURANCE

EFFECTIVE April 1, 2015

REGULAR EMPLOYEES

HIRED ON OR AFTER JUNE 1, 1982 ~ PLAN B

(Optional effective October 1, 1984 for those employees hired prior to July 1, 1984; effective for all employees hired on or after July 1, 1984.)

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	\$46.645	\$1,865.80	\$244,000
-	ChLMAHS	44.940	1,797.60	235,000
24	23	44.615	1,784.60	233,000
ChLMAHS	-	43.020	1,720.80	225,000
23	22	42.750	1,710.00	223,000
-	21.5	41.785	1,671.40	218,000
-	LMHS	40.960	1,638.40	214,000
22	21	40.830	1,633.20	213,000
21.5	-	40.285	1,611.40	210,000
LMHS	-	39.455	1,578.20	207,000
21	20	38.885	1,555.40	203,000
20	19	37.380	1,495.20	195,000
19	18	35.600	1,424.00	187,000
18	17	34.070	1,362.80	178,000
17	16	32.490	1,299.60	170,000
16	15	31.020	1,240.80	162,000
15	14	29.835	1,193.40	157,000
14	13	28.520	1,140.80	149,000
13	12	27.205	1,088.20	142,000
12	11	26.110	1,044.40	137,000
11	10	25.155	1,006.20	132,000
10	9	24.115	964.60	127,000
9	8	23.110	924.40	122,000
8	7	22.255	890.20	117,000
7	6	21.240	849.60	112,000
6	5	20.390	815.60	107,000
5	4	19.375	775.00	102,000
4	3	18.690	747.60	98,000
3	2	17.805	712.20	94,000
2	1	17.215	688.60	90,000
1	-	16.645	665.80	87,000

SCHEDULE OF GROUP LIFE INSURANCE
EFFECTIVE April 1, 2016
REGULAR EMPLOYEES ~ PLAN A

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	\$48.840	\$1,953.60	\$153,000
-	ChLMAHS	47.090	1,883.60	147,000
24	23	46.760	1,870.40	146,000
ChLMAHS	-	45.125	1,805.00	141,000
23	22	44.845	1,793.80	140,000
-	21.5	43.855	1,754.20	137,000
-	LMHS	43.010	1,720.40	135,000
22	21	42.880	1,715.20	134,000
21.5	-	42.320	1,692.80	133,000
LMHS	-	41.470	1,658.80	130,000
21	20	39.885	1,595.40	125,000
20	19	39.340	1,573.60	123,000
19	18	37.515	1,500.60	118,000
18	17	35.950	1,438.00	113,000
17	16	34.330	1,373.20	108,000
16	15	32.825	1,313.00	103,000
15	14	31.610	1,264.40	99,000
14	13	30.260	1,210.40	95,000
13	12	28.915	1,156.60	91,000
12	11	27.790	1,111.60	87,000
11	10	26.810	1,072.40	84,000
10	9	25.745	1,029.80	81,000
9	8	24.715	988.60	78,000
8	7	23.840	953.60	75,000
7	6	22.800	912.00	72,000
6	5	21.925	877.00	69,000
5	4	20.885	835.40	66,000
4	3	20.185	807.40	63,000
3	2	19.280	771.20	61,000
2	1	18.675	747.00	59,000
1	-	18.090	723.60	57,000

SCHEDULE OF GROUP LIFE INSURANCE
EFFECTIVE April 1, 2016
REGULAR EMPLOYEES
HIRED ON OR AFTER JUNE 1, 1982 ~ PLAN A

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	\$47.840	\$1,913.60	\$150,000
-	ChLMAHS	46.090	1,843.60	144,000
24	23	45.760	1,830.40	143,000
ChLMAHS	-	44.125	1,765.00	138,000
23	22	43.845	1,753.80	137,000
-	21.5	42.855	1,714.20	134,000
-	LMHS	42.010	1,680.40	132,000
22	21	41.880	1,675.20	131,000
21.5	-	41.320	1,652.80	129,000
LMHS	-	40.470	1,618.80	127,000
21	20	39.885	1,595.40	125,000
20	19	38.340	1,533.60	120,000
19	18	36.515	1,460.60	114,000
18	17	34.950	1,398.00	110,000
17	16	33.330	1,333.20	104,000
16	15	31.825	1,273.00	100,000
15	14	30.610	1,224.40	96,000
14	13	29.260	1,170.40	92,000
13	12	27.915	1,116.60	88,000
12	11	26.790	1,071.60	84,000
11	10	25.810	1,032.40	81,000
10	9	24.745	989.80	78,000
9	8	23.715	948.60	74,000
8	7	22.840	913.60	72,000
7	6	21.800	872.00	69,000
6	5	20.925	837.00	66,000
5	4	19.885	795.40	63,000
4	3	19.185	767.40	60,000
3	2	18.280	731.20	58,000
2	1	17.675	707.00	56,000
1	-	17.090	683.60	54,000

SCHEDULE OF GROUP LIFE INSURANCE

EFFECTIVE April 1, 2016

REGULAR EMPLOYEES ~ PLAN B

(Optional effective October 1, 1984 for those employees hired prior to July 1, 1984; effective for all employees hired on or after July 1, 1984.)

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	\$48.840	\$1,953.60	\$255,000
-	ChLMAHS	47.090	1,883.60	245,000
24	23	46.760	1,870.40	244,000
ChLMAHS	-	45.125	1,805.00	235,000
23	22	44.845	1,793.80	234,000
-	21.5	43.855	1,754.20	229,000
-	LMHS	43.010	1,720.40	225,000
22	21	42.880	1,715.20	224,000
21.5	-	42.320	1,692.80	222,000
LMHS	-	41.470	1,658.80	217,000
21	20	39.885	1,595.40	208,000
20	19	39.340	1,573.60	205,000
19	18	37.515	1,500.60	197,000
18	17	35.950	1,438.00	188,000
17	16	34.330	1,373.20	180,000
16	15	32.825	1,313.00	172,000
15	14	31.610	1,264.40	165,000
14	13	30.260	1,210.40	158,000
13	12	28.915	1,156.60	152,000
12	11	27.790	1,111.60	145,000
11	10	26.810	1,072.40	140,000
10	9	25.745	1,029.80	135,000
9	8	24.715	988.60	130,000
8	7	23.840	953.60	125,000
7	6	22.800	912.00	120,000
6	5	21.925	877.00	115,000
5	4	20.885	835.40	110,000
4	3	20.185	807.40	105,000
3	2	19.280	771.20	102,000
2	1	18.675	747.00	98,000
1	-	18.090	723.60	95,000

SCHEDULE OF GROUP LIFE INSURANCE

EFFECTIVE April 1, 2016

REGULAR EMPLOYEES

HIRED ON OR AFTER JUNE 1, 1982 - PLAN B

(Optional effective October 1, 1984 for those employees hired prior to July 1, 1984; effective for all employees hired on or after July 1, 1984.)

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	\$47.840	\$1,913.60	\$250,000
-	ChLMAHS	46.090	1,843.60	240,000
24	23	45.760	1,830.40	239,000
ChLMAHS	-	44.125	1,765.00	230,000
23	22	43.845	1,753.80	229,000
-	21.5	42.855	1,714.20	224,000
-	LMHS	42.010	1,680.40	220,000
22	21	41.880	1,675.20	219,000
21.5	-	41.320	1,652.80	215,000
LMHS	-	40.470	1,618.80	212,000
21	20	38.885	1,555.40	203,000
20	19	38.340	1,533.60	200,000
19	18	36.515	1,460.60	190,000
18	17	34.950	1,398.00	183,000
17	16	33.330	1,333.20	174,000
16	15	31.825	1,273.00	167,000
15	14	30.610	1,224.40	160,000
14	13	29.260	1,170.40	153,000
13	12	27.915	1,116.60	147,000
12	11	26.790	1,071.60	140,000
11	10	25.810	1,032.40	135,000
10	9	24.745	989.80	130,000
9	8	23.715	948.60	124,000
8	7	22.840	913.60	120,000
7	6	21.800	872.00	115,000
6	5	20.925	837.00	110,000
5	4	19.885	795.40	105,000
4	3	19.185	767.40	100,000
3	2	18.280	731.20	97,000
2	1	17.675	707.00	93,000
1	-	17.090	683.60	90,000

2014

January

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April

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2015

January

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February

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April

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December

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2016

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February

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March

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April

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May

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June

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July

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August

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September

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October

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November

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December

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NOTES

MEMORANDUM OF AGREEMENT

between

**NIAGARA MOHAWK
POWER CORPORATION**

and

LOCAL UNION 97, IBEW

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO**

Effective

April 1, 2017 through March 28, 2020

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2. Pharmacy Clinical Utilization Management Programs_____	10
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MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT ("Agreement") made by and between NIAGARA MOHAWK POWER CORPORATION (the "Company") and LOCAL UNION 97, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO (the "Union").

WHEREAS, the Company and the Union are parties to an existing agreement that was extended by mutual agreement through March 31, 2017 (collectively, the "Existing Agreement");

WHEREAS, the parties desire to extend their Existing Agreement beyond March 31, 2017, with some modifications; and

WHEREAS, following extensive discussion, the parties have reached a mutual understanding on essential terms of an extended agreement;

NOW, THEREFORE, the parties hereby agree as follows:

1. The Existing Agreement shall be extended for three years from April 1, 2017 through March 28, 2020 at 11:59 p.m., subject to the notice and renewal provisions of Article XXIX;
2. The following general base wage increases will be provided during the term of the extended agreement:
 - a. Effective April 2, 2017 ----- 2.5%;
 - b. Effective April 1, 2018 ----- 2.5%; and
 - c. Effective March 31, 2019 --- 2.5%
3. 401(k) Plan Benefits: Article XX, Section 9, will be modified as appropriate to reflect that the Company match of eligible employee contributions will be calculated at 50% of up to the first 7% of eligible employee contributions effective December 31, 2017;
4. The parties have agreed to make certain changes to medical, dental and prescription drug benefits, to be implemented during the term of the extended agreement, which are summarized in the attached Appendices.
5. All of the other terms of the Existing Agreement will remain in effect, except as modified to reflect the changes described in this Agreement;
6. Any dispute under this Agreement is subject to resolution exclusively in accordance with the Grievance and Arbitration procedure contained in Article XXII of the Existing Agreement.

7. This Agreement is a tentative agreement subject to both approval by the Company's Vice President of Labor Relations on or before January 20, 2017, and a ratification vote of the Local Union 97 membership, to be held on or before February 28, 2017.

Dated: January 12, 2017

NIAGARA MOHAWK
POWER CORPORATION


Michael R. Bernardo, Esq.
Director, Labor & Employee Relations

LOCAL UNION 97, IBEW


Theodore J. Skerpon
President & Business Manager

IBEW Local 97 Health Care Appendices

The following employee benefits changes will be implemented during the term of the extended agreement:

A. Medical Benefits – Article XX, Section 3, will be modified as appropriate to reflect the following:

- A Consumer Driven Health Plan (CDHP) will be offered as an additional health care option effective January 1, 2018; the CDHP will have the following general design figures:
 - The CDHP employee premium contribution level will be 10%;
 - CDHP deductibles, out-of-pocket maximums, co-pays, and health services coverage levels will be as set forth in **Appendix 1A**;
 - Employees electing to participate in the CDHP will be eligible to establish a Health Savings Account (HSA) with \$750 (individual) to \$1,500 (family) seed money annually for certain healthy behaviors;
- The Company will continue to offer a 90/10 plan (90/10 plan) option with the following general design features:
 - The 90/10 plan employee premium contribution level will be at 25%, although the weekly employee contributions will be maintained during 2018 and 2019 as follows: Individual – \$37; 2-person – \$75; and family – \$107.
 - The 90/10 plan deductibles, out-of-pocket maximums, co-pays and health services coverage levels will be as set forth in **Appendix 1B**;
- The Company will continue to offer a Point of Service plan (POS plan) with the following general design features:
 - The POS plan employee premium contribution level will be 20%, although the weekly employee contributions will be maintained during 2018 and 2019 as follows: Individual – \$30; 2-person – \$60; and family – \$85.
 - The POS plan deductibles, out-of-pocket maximum, co-pays, and health services coverage levels will be as set forth in **Appendix 1C**.
- The Opt-Out credit provided for in Article XX, Section 3(ii) will be eliminated effective January 1, 2020.
- The Mental Health Only option provided for in Article XX, Section 3(iv) for employees who opt-out of medical benefits will be eliminated effective January 1, 2018.

IBEW Local 97 Health Care Appendices (cont'd)

B. Dental Benefits – Article XX, Section 4, will be modified as appropriate to reflect the following:

- A second dental plan which does not provide orthodontia coverage will be offered effective January 1, 2018;
- The current dental plan which provides orthodontia coverage will require a 2-year enrollment lock-in period effective with enrollments on or after Jan 1, 2018;
- Employees will contribute 20% of the applicable dental plan premium effective January 1, 2018, regardless of the medical plan in which they participate;

C. Prescription Drug Benefits – Article XX, Section 3, will be modified as appropriate to reflect the following:

- A Clinical Pharmacy Utilization Management as summarized in **Appendix 2** will be implemented beginning in January 2018 with full implementation effective January 2019..
- The coverages and costs applicable to prescription drugs for participants in the CDHP, 90/10 and POS plans are as set forth in **Appendices 1A, 1B, and 1C**, respectively.

IBEW Local 97

Health Care Appendix 1A: Consumer Driven Health Plan Design

	Effective 1/1/2018, 2019, 2020
	In-Network
Deductible (individual)	\$1,800
Deductible (family)	\$3,600
OOPM (individual)	\$3,000
OOPM (family)	\$6,000
Co-insurance	90%*
Office Visit (PCP)	90%*
Office Visit (SPC)	90%*
Preventive Care	100% (subject to schedule)
Adv Radiology	90%*
Diagnostic Xray/Lab	90%*
Emergency Room	90%*
Urgent Care	90%*
In Patient Hospital	90%*
In Patient Blue Distinction Centers	90%*
Out Patient Surgery	90%*
Pharmacy Programs	All Pharmacy Clinical Utilization Programs (including preventative drug lists)
Pharmacy Retail	
Generic	90%*
Preferred Brand	90%*
Non-preferred	90%*
Pharmacy Mail	
Generic	90%*
Preferred Brand	90%*
Non-Preferred	90%*
HSA Seed subject to healthy behaviors	\$750/\$1,500
	*Subject to Deductible

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IBEW Local 97
Health Care Appendix 1B: 90/10 Plan Design



	90/10 PRO PLAN 2018	90/10 EPO PLAN 2019	90/10 EPO PLAN 2020
	In-Network	In-Network	In-Network
Deductible (individual)	\$200	\$250	\$300
Deductible (family)	\$400	\$500	\$600
OOPM (individual)	\$1,600	\$1,800	\$2,000
OOPM (family)	\$3,200	\$3,600	\$4,000
Co-insurance	90%*	90%*	90%*
Office Visit (PCP)	90%*	90%*	90%*
Office Visit (SPC)	90%*	90%*	90%*
Preventive Care	100% (subject to schedule)	100% (subject to schedule)	100% (subject to schedule)
Adv Radiology	90%*	90%*	90%*
Diagnostic Xray/Lab	90%*	90%*	90%*
Emergency Room	90%*	90%*	90%*
Urgent Care	90%*	90%*	90%*
In Patient Hospital	90%*	90%*	90%*
In Patient Blue Distinction Centers	100%*	95%*	95%*
Out Patient Surgery	90%*	90%*	90%*
Pharmacy Programs	Mandatory Maintenance Choice & Exclusion of Bulk Powders on Compound Drugs (Preventive Drug List not included)	Add Standard Formulary and Advance Control Specialty Formularies (All Programs in effect excluding Preventive Drug List)	All programs in effect excluding Preventive Drug List
Pharmacy Retail			
Generic	\$5	\$5	\$10
Preferred Brand	\$25	\$25	\$30
Non-preferred	\$35	\$45	\$50
Pharmacy Mail			
Generic	\$10	\$10	\$20
Preferred Brand	\$50	\$50	\$60
Non-Preferred	\$70	\$90	\$100
Out of network	2018 Deductible/OOP Max are combined in/out of network. Out of Network Co-insurance is 80%	No out of network	No out of network
	*Subject to deductible	*Subject to deductible	*Subject to deductible

IBEW Local 97

Health Care Appendix 1C: POS Plan Design (Appendix 1C)



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	Regional POS 2018	Regional POS 2019	Regional POS 2020
	In-Network	In-Network	In-Network
Deductible (individual)	\$125	\$150	\$200
Deductible (family)	\$250	\$300	\$400
OOPM (individual)	\$1,500	\$1,600	\$1,750
OOPM (family)	\$3,000	\$3,200	\$3,500
Co-insurance	95%*	95%*	95%*
Office Visit (PCP)	\$15	\$15	\$15
Office Visit (SPC)	\$25	\$25	\$25
Preventive Care	100% (subject to schedule)	100% (subject to schedule)	100% (subject to schedule)
Adv Radiology	95%*	95%*	95%*
Diagnostic Xray/Lab	95%*	95%*	95%*
Emergency Room	95%*	95%*	95%*
Urgent Care	\$25	\$25	\$25
In Patient Hospital	95%*	95%*	95%*
Out Patient Surgery	95%*	95%*	95%*
Pharmacy Programs	Mandatory Maintenance Choice & Exclusion of Bulk Powders on Compound Drugs (Preventive Drug List not included)	Add Standard Formulary and Advance Control Specialty Formularies (All Programs in effect excluding Preventive Drug List)	All programs in effect excluding Preventive Drug List
Pharmacy Retail			
Generic	\$5	\$5	\$10
Preferred Brand	\$25	\$25	\$30
Non-preferred	\$35	\$45	\$50
Pharmacy Mail			
Generic	\$10	\$10	\$20
Preferred Brand	\$50	\$50	\$60
Non-Preferred	\$70	\$90	\$100
Out of network	Deductible/OOP Max are 2x the in-network rate Plan Co-insurance is 80%	Deductible/OOP Max are 2x the in-network rate Plan Co-insurance is 75%	Deductible/OOP Max are 2x the in-network rate Plan Co-insurance is 75%
	*Subject to Deductible	*Subject to Deductible	*Subject to Deductible

IBEW Local 97**Appendix 2: Pharmacy Clinical Utilization Management Programs**

The following Pharmacy Clinical Utilization Management Programs will be implemented as of the dates shown in Appendices 1A, 1B, and 1C

Standard Formulary: Promotes use of medications that meet clinical guidelines and FDA approvals that are safe and effective within their drug class

Advance Control Specialty Formulary (ACSF): Includes new to-market, tiering strategy and specialty guideline management

Exclusion of Bulk Powders on Compound Drugs: Excludes costly bases and powders.

Mandatory Maintenance Choice: Mandatory mail order or 90-day at CVS retail (including Target) for maintenance meds.

Preventive Drug List – CDHP participants : Formulary generics and brands on the list bypass deductible but are subject to coinsurance (applies only to the CDHP Plan design)

WAGE SCHEDULE - S
EFFECTIVE APRIL 2, 2017
BASIC WEEKLY WAGE RATES
ON 40 HOUR WORK-WEEK BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS

Pay Group	First Step		Second Step	
	Hourly	Weekly	Hourly	Weekly
24	47.930	1917.20	50.065	2002.60
Ch. L. Mech. A H.S.	46.255	1850.20	48.270	1930.80
23	45.970	1838.80	47.930	1917.20
22	43.955	1758.20	45.970	1838.80
21.5	43.380	1735.20	44.955	1798.20
Line Mech. H.S.	42.510	1700.40	44.090	1763.60
21	41.910	1676.40	43.955	1758.20
20	40.325	1613.00	41.910	1676.40
19	38.455	1538.20	40.325	1613.00
18	36.850	1474.00	38.455	1538.20
17	35.190	1407.60	36.850	1474.00
16	33.650	1346.00	35.190	1407.60
15	32.405	1296.20	33.650	1346.00
14	31.020	1240.80	32.405	1296.20
13	29.640	1185.60	31.020	1240.80
12	28.485	1139.40	29.640	1185.60
11	27.485	1099.40	28.485	1139.40
10	26.390	1055.60	27.485	1099.40
9	25.335	1013.40	26.390	1055.60
8	24.440	977.60	25.335	1013.40
7	23.370	934.80	24.440	977.60
6	22.475	899.00	23.370	934.80
5	21.410	856.40	22.475	899.00
4	20.690	827.60	21.410	856.40
3	19.765	790.60	20.690	827.60
2	19.145	765.80	19.765	790.60
1	18.545	741.80	19.145	765.80

WAGE SCHEDULE - T
EFFECTIVE APRIL 2, 2017
BASIC WEEKLY WAGE RATES
ON 40 HOUR WORK-WEEK BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS
ALL EMPLOYEES HIRED ON OR AFTER JUNE 1, 1982

Pay Group	First Step		Second Step	
	Hourly	Weekly	Hourly	Weekly
24	46.930	1877.20	49.065	1962.60
Ch. L. Mech. A H.S.	45.255	1810.20	47.270	1890.80
23	44.970	1798.80	46.930	1877.20
22	42.955	1718.20	44.970	1798.80
21.5	42.380	1695.20	43.955	1758.20
Line Mech. H.S.	41.510	1660.40	43.090	1723.60
21	40.910	1636.40	42.955	1718.20
20	39.325	1573.00	40.910	1636.40
19	37.455	1498.20	39.325	1573.00
18	35.850	1434.00	37.455	1498.20
17	34.190	1367.60	35.850	1434.00
16	32.650	1306.00	34.190	1367.60
15	31.405	1256.20	32.650	1306.00
14	30.020	1200.80	31.405	1256.20
13	28.640	1145.60	30.020	1200.80
12	27.485	1099.40	28.640	1145.60
11	26.485	1059.40	27.485	1099.40
10	25.390	1015.60	26.485	1059.40
9	24.335	973.40	25.390	1015.60
8	23.440	937.60	24.335	973.40
7	22.370	894.80	23.440	937.60
6	21.475	859.00	22.370	894.80
5	20.410	816.40	21.475	859.00
4	19.690	787.60	20.410	816.40
3	18.765	750.60	19.690	787.60
2	18.145	725.80	18.765	750.60
1	17.545	701.80	18.145	725.80

This Wage Schedule B is applicable to all Employees hired on or after June 1, 1982 and will remain in effect until such Employee completes one (1) year of continuous service and has attained Probationary or Regular status at which time such Employee will be placed in the appropriate Pay Group and Step of Wage Schedule A.

WAGE SCHEDULE - U
EFFECTIVE APRIL 2, 2017
BASIC WEEKLY WAGE RATES
ON 40 HOUR WORK-WEEK BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS
STUDENT PAY RATES - SUMMER EMPLOYMENT

Pay Group	Hourly	Weekly
10	21.585	863.40
9	20.685	827.40
8	19.925	797.00
7	19.015	760.60
6	18.255	730.20
5	17.350	694.00
4	16.740	669.60
3	15.955	638.20
2	15.425	617.00
1	14.915	596.60

WAGE SCHEDULE - S
EFFECTIVE APRIL 1, 2018
BASIC WEEKLY WAGE RATES
ON 40 HOUR WORK-WEEK BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS

Pay Group	First Step		Second Step	
	Hourly	Weekly	Hourly	Weekly
24	49.130	1965.20	51.320	2052.80
Ch. L. Mech. A H.S.	47.415	1896.60	49.480	1979.20
23	47.120	1884.80	49.130	1965.20
22	45.055	1802.20	47.120	1884.80
21.5	44.465	1778.60	46.080	1843.20
Line Mech. H.S.	43.575	1743.00	45.195	1807.80
21	42.960	1718.40	45.055	1802.20
20	41.335	1653.40	42.960	1718.40
19	39.420	1576.80	41.335	1653.40
18	37.775	1511.00	39.420	1576.80
17	36.070	1442.80	37.775	1511.00
16	34.495	1379.80	36.070	1442.80
15	33.220	1328.80	34.495	1379.80
14	31.800	1272.00	33.220	1328.80
13	30.385	1215.40	31.800	1272.00
12	29.200	1168.00	30.385	1215.40
11	28.175	1127.00	29.200	1168.00
10	27.050	1082.00	28.175	1127.00
9	25.970	1038.80	27.050	1082.00
8	25.055	1002.20	25.970	1038.80
7	23.955	958.20	25.055	1002.20
6	23.040	921.60	23.955	958.20
5	21.950	878.00	23.040	921.60
4	21.210	848.40	21.950	878.00
3	20.260	810.40	21.210	848.40
2	19.625	785.00	20.260	810.40
1	19.010	760.40	19.625	785.00

WAGE SCHEDULE – T
EFFECTIVE APRIL 1, 2018
BASIC WEEKLY WAGE RATES
ON 40 HOUR WORK-WEEK BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS
ALL EMPLOYEES HIRED ON OR AFTER JUNE 1, 1982

Pay Group	First Step		Second Step	
	Hourly	Weekly	Hourly	Weekly
24	48.130	1925.20	50.320	2012.80
Ch. L. Mech. A H.S.	46.415	1856.60	48.480	1939.20
23	46.120	1844.80	48.130	1925.20
22	44.055	1762.20	46.120	1844.80
21.5	43.465	1738.60	45.080	1803.20
Line Mech. H.S.	42.575	1703.00	44.195	1767.80
21	41.960	1678.40	44.055	1762.20
20	40.335	1613.40	41.960	1678.40
19	38.420	1536.80	40.335	1613.40
18	36.775	1471.00	38.420	1536.80
17	35.070	1402.80	36.775	1471.00
16	33.495	1339.80	35.070	1402.80
15	32.220	1288.80	33.495	1339.80
14	30.800	1232.00	32.220	1288.80
13	29.385	1175.40	30.800	1232.00
12	28.200	1128.00	29.385	1175.40
11	27.175	1087.00	28.200	1128.00
10	26.050	1042.00	27.175	1087.00
9	24.970	998.80	26.050	1042.00
8	24.055	962.20	24.970	998.80
7	22.955	918.20	24.055	962.20
6	22.040	881.60	22.955	918.20
5	20.950	838.00	22.040	881.60
4	20.210	808.40	20.950	838.00
3	19.260	770.40	20.210	808.40
2	18.625	745.00	19.260	770.40
1	18.010	720.40	18.625	745.00

This Wage Schedule E is applicable to all Employees hired on or after June 1, 1982 and will remain in effect until such Employee completes one (1) year of continuous service and has attained Probationary or Regular status at which time such Employee will be placed in the appropriate Pay Group and Step of Wage Schedule D.

**WAGE SCHEDULE - U
EFFECTIVE APRIL 1, 2018
BASIC WEEKLY WAGE RATES
ON 40 HOUR WORK-WEEK BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS
STUDENT PAY RATES - SUMMER EMPLOYMENT**

Pay Group	Hourly	Weekly
10	22.145	885.80
9	21.225	849.00
8	20.450	818.00
7	19.515	780.60
6	18.735	749.40
5	17.810	712.40
4	17.180	687.20
3	16.375	655.00
2	15.835	633.40
1	15.310	612.40

WAGE SCHEDULE - S
EFFECTIVE MARCH 31, 2019
BASIC WEEKLY WAGE RATES
ON 40 HOUR WORK-WEEK BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS

Pay Group	First Step		Second Step	
	Hourly	Weekly	Hourly	Weekly
24	50.360	2014.40	52.605	2104.20
Ch. L. Mech. A H.S.	48.605	1944.20	50.720	2028.80
23	48.300	1932.00	50.360	2014.40
22	46.185	1847.40	48.300	1932.00
21.5	45.580	1823.20	47.235	1889.40
Line Mech. H.S.	44.665	1786.60	46.325	1853.00
21	44.035	1761.40	46.185	1847.40
20	42.370	1694.80	44.035	1761.40
19	40.410	1616.40	42.370	1694.80
18	38.720	1548.80	40.410	1616.40
17	36.975	1479.00	38.720	1548.80
16	35.360	1414.40	36.975	1479.00
15	34.055	1362.20	35.360	1414.40
14	32.595	1303.80	34.055	1362.20
13	31.145	1245.80	32.595	1303.80
12	29.930	1197.20	31.145	1245.80
11	28.880	1155.20	29.930	1197.20
10	27.730	1109.20	28.880	1155.20
9	26.620	1064.80	27.730	1109.20
8	25.685	1027.40	26.620	1064.80
7	24.555	982.20	25.685	1027.40
6	23.620	944.80	24.555	982.20
5	22.500	900.00	23.620	944.80
4	21.745	869.80	22.500	900.00
3	20.770	830.80	21.745	869.80
2	20.120	804.80	20.770	830.80
1	19.490	779.60	20.120	804.80

WAGE SCHEDULE – T
EFFECTIVE MARCH 31, 2019
BASIC WEEKLY WAGE RATES
ON 40 HOUR WORK-WEEK BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS
ALL EMPLOYEES HIRED ON OR AFTER JUNE 1, 1982

Pay Group	First Step		Second Step	
	Hourly	Weekly	Hourly	Weekly
24	49.360	1974.40	51.605	2064.20
Ch. L. Mech. A H.S.	47.605	1904.20	49.720	1988.80
23	47.300	1892.00	49.360	1974.40
22	45.185	1807.40	47.300	1892.00
21.5	44.580	1783.20	46.235	1849.40
Line Mech. H.S.	43.665	1746.60	45.325	1813.00
21	43.035	1721.40	45.185	1807.40
20	41.370	1654.80	43.035	1721.40
19	39.410	1576.40	41.370	1654.80
18	37.720	1508.80	39.410	1576.40
17	35.975	1439.00	37.720	1508.80
16	34.360	1374.40	35.975	1439.00
15	33.055	1322.20	34.360	1374.40
14	31.595	1263.80	33.055	1322.20
13	30.145	1205.80	31.595	1263.80
12	28.930	1157.20	30.145	1205.80
11	27.880	1115.20	28.930	1157.20
10	26.730	1069.20	27.880	1115.20
9	25.620	1024.80	26.730	1069.20
8	24.685	987.40	25.620	1024.80
7	23.555	942.20	24.685	987.40
6	22.620	904.80	23.555	942.20
5	21.500	860.00	22.620	904.80
4	20.745	829.80	21.500	860.00
3	19.770	790.80	20.745	829.80
2	19.120	764.80	19.770	790.80
1	18.490	739.60	19.120	764.80

This Wage Schedule H is applicable to all Employees hired on or after June 1, 1982 and will remain in effect until such Employee completes one (1) year of continuous service and has attained Probationary or Regular status at which time such Employee will be placed in the appropriate Pay Group and Step of Wage Schedule G.

WAGE SCHEDULE - U
EFFECTIVE MARCH 31, 2019
BASIC WEEKLY WAGE RATES
ON 40 HOUR WORK-WEEK BASIS AND
STRAIGHT TIME HOURLY EQUIVALENTS
STUDENT PAY RATES - SUMMER EMPLOYMENT

Pay Group	Hourly	Weekly
10	22.725	909.00
9	21.780	871.20
8	20.985	839.40
7	20.025	801.00
6	19.230	769.20
5	18.275	731.00
4	17.635	705.40
3	16.805	672.20
2	16.255	650.20
1	15.720	628.80

SCHEDULE OF GROUP LIFE INSURANCE
EFFECTIVE April 2, 2017
REGULAR EMPLOYEES – PLAN A

Pay Group		Hourly	Weekly	Basic
Step 1	Step 2			
-	24	50.065	2002.60	\$157,000
-	ChLMAHS	48.270	1930.80	151,000
24	23	47.930	1917.20	150,000
ChLMAHS	-	46.255	1850.20	145,000
23	22	45.970	1838.80	144,000
-	21.5	44.955	1798.20	140,000
-	LMHS	44.090	1763.60	138,000
22	21	43.955	1758.20	137,000
21.5	-	43.380	1735.20	136,000
LMHS	-	42.510	1700.40	133,000
21	20	41.910	1676.40	128,000
20	19	40.325	1613.00	126,000
19	18	38.455	1538.20	121,000
18	17	36.850	1474.00	116,000
17	16	35.190	1407.60	111,000
16	15	33.650	1346.00	106,000
15	14	32.405	1296.20	101,000
14	13	31.020	1240.80	97,000
13	12	29.640	1185.60	93,000
12	11	28.485	1139.40	89,000
11	10	27.485	1099.40	86,000
10	9	26.390	1055.60	83,000
9	8	25.335	1013.40	80,000
8	7	24.440	977.60	77,000
7	6	23.370	934.80	74,000
6	5	22.475	899.00	71,000
5	4	21.410	856.40	68,000
4	3	20.690	827.60	65,000
3	2	19.765	790.60	63,000
2	1	19.145	765.80	60,000
1	-	18.545	741.80	58,000

SCHEDULE OF GROUP LIFE INSURANCE
EFFECTIVE April 2, 2017
HIRED ON OR AFTER JUNE 1, 1982
REGULAR EMPLOYEES – PLAN A

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	49.065	1962.60	\$154,000
-	ChLMAHS	47.270	1890.80	148,000
24	23	46.930	1877.20	147,000
ChLMAHS	-	45.255	1810.20	141,000
23	22	44.970	1798.80	140,000
-	21.5	43.955	1758.20	137,000
-	LMHS	43.090	1723.60	135,000
22	21	42.955	1718.20	134,000
21.5	-	42.380	1695.20	132,000
LMHS	-	41.510	1660.40	130,000
21	20	40.910	1636.40	128,000
20	19	39.325	1573.00	123,000
19	18	37.455	1498.20	117,000
18	17	35.850	1434.00	113,000
17	16	34.190	1367.60	107,000
16	15	32.650	1306.00	103,000
15	14	31.405	1256.20	98,000
14	13	30.020	1200.80	94,000
13	12	28.640	1145.60	90,000
12	11	27.485	1099.40	86,000
11	10	26.485	1059.40	83,000
10	9	25.390	1015.60	80,000
9	8	24.335	973.40	76,000
8	7	23.440	937.60	74,000
7	6	22.370	894.80	71,000
6	5	21.475	859.00	68,000
5	4	20.410	816.40	65,000
4	3	19.690	787.60	62,000
3	2	18.765	750.60	59,000
2	1	18.145	725.80	57,000
1	-	17.545	701.80	55,000

**SCHEDULE OF REVISED GROUP LIFE INSURANCE
EFFECTIVE April 2, 2017
REGULAR EMPLOYEES – PLAN B**

(Optional effective October 1, 1984 for those employees hired prior to July 1, 1984; effective for all employees hired on or after July 1, 1984.)

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	50.065	2002.60	\$261,000
-	ChLMAHS	48.270	1930.80	251,000
24	23	47.930	1917.20	250,000
ChLMAHS	-	46.255	1850.20	241,000
23	22	45.970	1838.80	240,000
-	21.5	44.955	1798.20	235,000
-	LMHS	44.090	1763.60	231,000
22	21	43.955	1758.20	230,000
21.5	-	43.380	1735.20	228,000
LMHS	-	42.510	1700.40	222,000
21	20	41.910	1676.40	213,000
20	19	40.325	1613.00	210,000
19	18	38.455	1538.20	202,000
18	17	36.850	1474.00	193,000
17	16	35.190	1407.60	185,000
16	15	33.650	1346.00	176,000
15	14	32.405	1296.20	169,000
14	13	31.020	1240.80	162,000
13	12	29.640	1185.60	156,000
12	11	28.485	1139.40	149,000
11	10	27.485	1099.40	144,000
10	9	26.390	1055.60	138,000
9	8	25.335	1013.40	133,000
8	7	24.440	977.60	128,000
7	6	23.370	934.80	123,000
6	5	22.475	899.00	118,000
5	4	21.410	856.40	113,000
4	3	20.690	827.60	108,000
3	2	19.765	790.60	105,000
2	1	19.145	765.80	100,000
1	-	18.545	741.80	97,000

SCHEDULE OF REVISED GROUP LIFE INSURANCE
EFFECTIVE April 2, 2017
HIRED ON OR AFTER JUNE 1, 1982
REGULAR EMPLOYEES - PLAN B

(Optional effective October 1, 1984 for those employees hired prior to July 1, 1984; effective for all employees hired on or after July 1, 1984.)

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	49.065	1962.60	\$256,000
-	ChLMAHS	47.270	1890.80	246,000
24	23	46.930	1877.20	245,000
ChLMAHS	-	45.255	1810.20	236,000
23	22	44.970	1798.80	235,000
-	21.5	43.955	1758.20	230,000
-	LMHS	43.090	1723.60	226,000
22	21	42.955	1718.20	224,000
21.5	-	42.380	1695.20	220,000
LMHS	-	41.510	1660.40	217,000
21	20	40.910	1636.40	208,000
20	19	39.325	1573.00	205,000
19	18	37.455	1498.20	195,000
18	17	35.850	1434.00	188,000
17	16	34.190	1367.60	178,000
16	15	32.650	1306.00	171,000
15	14	31.405	1256.20	164,000
14	13	30.020	1200.80	157,000
13	12	28.640	1145.60	151,000
12	11	27.485	1099.40	144,000
11	10	26.485	1059.40	138,000
10	9	25.390	1015.60	133,000
9	8	24.335	973.40	127,000
8	7	23.440	937.60	123,000
7	6	22.370	894.80	118,000
6	5	21.475	859.00	113,000
5	4	20.410	816.40	108,000
4	3	19.690	787.60	103,000
3	2	18.765	750.60	99,000
2	1	18.145	725.80	95,000
1	-	17.545	701.80	92,000

SCHEDULE OF GROUP LIFE INSURANCE
EFFECTIVE April 1, 2018
REGULAR EMPLOYEES – PLAN A

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	51.320	2052.80	\$161,000
-	ChLMAHS	49.480	1979.20	155,000
24	23	49.130	1965.20	154,000
ChLMAHS	-	47.415	1896.60	149,000
23	22	47.120	1884.80	148,000
-	21.5	46.080	1843.20	144,000
-	LMHS	45.195	1807.80	141,000
22	21	45.055	1802.20	140,000
21.5	-	44.465	1778.60	139,000
LMHS	-	43.575	1743.00	136,000
21	20	42.960	1718.40	131,000
20	19	41.335	1653.40	129,000
19	18	39.420	1576.80	124,000
18	17	37.775	1511.00	119,000
17	16	36.070	1442.80	114,000
16	15	34.495	1379.80	109,000
15	14	33.220	1328.80	104,000
14	13	31.800	1272.00	99,000
13	12	30.385	1215.40	95,000
12	11	29.200	1168.00	91,000
11	10	28.175	1127.00	88,000
10	9	27.050	1082.00	85,000
9	8	25.970	1038.80	82,000
8	7	25.055	1002.20	79,000
7	6	23.955	958.20	76,000
6	5	23.040	921.60	73,000
5	4	21.950	878.00	70,000
4	3	21.210	848.40	67,000
3	2	20.260	810.40	65,000
2	1	19.625	785.00	62,000
1	-	19.010	760.40	59,000

SCHEDULE OF GROUP LIFE INSURANCE
EFFECTIVE April 1, 2018
REGULAR EMPLOYEES
HIRED ON OR AFTER JUNE 1, 1982 – PLAN A

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	50.320	2012.80	\$158,000
-	ChLMAHS	48.480	1939.20	152,000
24	23	48.130	1925.20	151,000
ChLMAHS	-	46.415	1856.60	145,000
23	22	46.120	1844.80	144,000
-	21.5	45.080	1803.20	140,000
-	LMHS	44.195	1767.80	138,000
22	21	44.055	1762.20	137,000
21.5	-	43.465	1738.60	135,000
LMHS	-	42.575	1703.00	133,000
21	20	41.960	1678.40	131,000
20	19	40.335	1613.40	126,000
19	18	38.420	1536.80	120,000
18	17	36.775	1471.00	116,000
17	16	35.070	1402.80	110,000
16	15	33.495	1339.80	106,000
15	14	32.220	1288.80	100,000
14	13	30.800	1232.00	96,000
13	12	29.385	1175.40	92,000
12	11	28.200	1128.00	88,000
11	10	27.175	1087.00	85,000
10	9	26.050	1042.00	82,000
9	8	24.970	998.80	78,000
8	7	24.055	962.20	76,000
7	6	22.955	918.20	73,000
6	5	22.040	881.60	70,000
5	4	20.950	838.00	67,000
4	3	20.210	808.40	64,000
3	2	19.260	770.40	60,000
2	1	18.625	745.00	58,000
1	-	18.010	720.40	56,000

SCHEDULE OF REVISED GROUP LIFE INSURANCE
EFFECTIVE April 1, 2018
REGULAR EMPLOYEES – PLAN B

(Optional effective October 1, 1984 for those employees hired prior to July 1, 1984; effective for all employees hired on or after July 1, 1984.)

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	51.3200	2052.80	\$268,000
-	ChLMAHS	49.480	1979.20	257,000
24	23	49.130	1965.20	256,000
ChLMAHS	-	47.415	1896.60	247,000
23	22	47.120	1884.80	246,000
-	21.5	46.080	1843.20	241,000
-	LMHS	45.195	1807.80	237,000
22	21	45.055	1802.20	236,000
21.5	-	44.465	1778.60	234,000
LMHS	-	43.575	1743.00	228,000
21	20	42.960	1718.40	218,000
20	19	41.335	1653.40	215,000
19	18	39.420	1576.80	207,000
18	17	37.775	1511.00	198,000
17	16	36.070	1442.80	190,000
16	15	34.495	1379.80	180,000
15	14	33.220	1328.80	173,000
14	13	31.800	1272.00	166,000
13	12	30.385	1215.40	160,000
12	11	29.200	1168.00	153,000
11	10	28.175	1127.00	148,000
10	9	27.050	1082.00	141,000
9	8	25.970	1038.80	136,000
8	7	25.055	1002.20	131,000
7	6	23.955	958.20	126,000
6	5	23.040	921.60	121,000
5	4	21.950	878.00	116,000
4	3	21.210	848.40	111,000
3	2	20.260	810.40	108,000
2	1	19.625	785.00	103,000
1	-	19.010	760.40	99,000

SCHEDULE OF REVISED GROUP LIFE INSURANCE

EFFECTIVE April 1, 2018

REGULAR EMPLOYEES

HIRED ON OR AFTER JUNE 1, 1982 – PLAN B

(Optional effective October 1, 1984 for those employees hired prior to July 1, 1984; effective for all employees hired on or after July 1, 1984.)

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	50.320	2012.80	\$262,000
-	ChLMAHS	48.480	1939.20	252,000
24	23	48.130	1925.20	251,000
ChLMAHS	-	46.415	1856.60	242,000
23	22	46.120	1844.80	241,000
-	21.5	45.080	1803.20	236,000
-	LMHS	44.195	1767.80	232,000
22	21	44.055	1762.20	230,000
21.5	-	43.465	1738.60	226,000
LMHS	-	42.575	1703.00	222,000
21	20	41.960	1678.40	213,000
20	19	40.335	1613.40	210,000
19	18	38.420	1536.80	200,000
18	17	36.775	1471.00	193,000
17	16	35.070	1402.80	182,000
16	15	33.495	1339.80	175,000
15	14	32.220	1288.80	168,000
14	13	30.800	1232.00	161,000
13	12	29.385	1175.40	155,000
12	11	28.200	1128.00	148,000
11	10	27.175	1087.00	141,000
10	9	26.050	1042.00	136,000
9	8	24.970	998.80	130,000
8	7	24.055	962.20	126,000
7	6	22.955	918.20	121,000
6	5	22.040	881.60	116,000
5	4	20.950	838.00	111,000
4	3	20.210	808.40	106,000
3	2	19.260	770.40	101,000
2	1	18.625	745.00	97,000
1	-	18.010	720.40	94,000

**SCHEDULE OF GROUP LIFE INSURANCE
EFFECTIVE MARCH 31, 2019
REGULAR EMPLOYEES – PLAN A**

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	52.605	2104.20	\$165,000
-	ChLMAHS	50.720	2028.80	159,000
24	23	50.360	2014.40	158,000
ChLMAHS	-	48.605	1944.20	153,000
23	22	48.300	1932.00	152,000
-	21.5	47.235	1889.40	148,000
-	LMHS	46.325	1853.00	145,000
22	21	46.185	1847.40	144,000
21.5	-	45.580	1823.20	142,000
LMHS	-	44.665	1786.60	139,000
21	20	44.035	1761.40	134,000
20	19	42.370	1694.80	132,000
19	18	40.410	1616.40	127,000
18	17	38.720	1548.80	122,000
17	16	36.975	1479.00	117,000
16	15	35.360	1414.40	112,000
15	14	34.055	1362.20	107,000
14	13	32.595	1303.80	101,000
13	12	31.145	1245.80	97,000
12	11	29.930	1197.20	93,000
11	10	28.880	1155.20	90,000
10	9	27.730	1109.20	87,000
9	8	26.620	1064.80	84,000
8	7	25.685	1027.40	81,000
7	6	24.555	982.20	78,000
6	5	23.620	944.80	75,000
5	4	22.500	900.00	72,000
4	3	21.745	869.80	69,000
3	2	20.770	830.80	67,000
2	1	20.120	804.80	64,000
1	-	19.490	779.60	60,000

SCHEDULE OF GROUP LIFE INSURANCE
EFFECTIVE MARCH 31, 2019
REGULAR EMPLOYEES HIRED ON OR AFTER JUNE 1, 1982
REGULAR EMPLOYEES – PLAN A

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	51.605	2064.20	\$162,000
-	ChLMAHS	49.720	1988.80	156,000
24	23	49.360	1974.40	155,000
ChLMAHS	-	47.605	1904.20	149,000
23	22	47.300	1892.00	148,000
-	21.5	46.235	1849.40	144,000
-	LMHS	45.325	1813.00	141,000
22	21	45.185	1807.40	140,000
21.5	-	44.580	1783.20	138,000
LMHS	-	43.665	1746.60	136,000
21	20	43.035	1721.40	134,000
20	19	41.370	1654.80	129,000
19	18	39.410	1576.40	123,000
18	17	37.720	1508.80	119,000
17	16	35.975	1439.00	113,000
16	15	34.360	1374.40	109,000
15	14	33.055	1322.20	103,000
14	13	31.595	1263.80	98,000
13	12	30.145	1205.80	94,000
12	11	28.930	1157.20	90,000
11	10	27.880	1115.20	87,000
10	9	26.730	1069.20	84,000
9	8	25.620	1024.80	80,000
8	7	24.685	987.40	78,000
7	6	23.555	942.20	75,000
6	5	22.620	904.80	72,000
5	4	21.500	860.00	69,000
4	3	20.745	829.80	66,000
3	2	19.770	790.80	62,000
2	1	19.120	764.80	59,000
1	-	18.490	739.60	57,000

SCHEDULE OF REVISED GROUP LIFE INSURANCE
EFFECTIVE March 31, 2019
REGULAR EMPLOYEES – PLAN B

(Optional effective October 1, 1984 for those employees hired prior to July 1, 1984; effective for all employees hired on or after July 1, 1984.)

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	52.605	2104.20	\$275,000
-	ChLMAHS	50.720	2028.80	263,000
24	23	50.360	2014.40	262,000
ChLMAHS	-	48.605	1944.20	253,000
23	22	48.300	1932.00	252,000
-	21.5	47.235	1889.40	247,000
-	LMHS	46.325	1853.00	243,000
22	21	46.185	1847.40	242,000
21.5	-	45.580	1823.20	240,000
LMHS	-	44.665	1786.60	234,000
21	20	44.035	1761.40	223,000
20	19	42.370	1694.80	220,000
19	18	40.410	1616.40	212,000
18	17	38.720	1548.80	203,000
17	16	36.975	1479.00	195,000
16	15	35.360	1414.40	185,000
15	14	34.055	1362.20	177,000
14	13	32.595	1303.80	170,000
13	12	31.145	1245.80	164,000
12	11	29.930	1197.20	157,000
11	10	28.880	1155.20	152,000
10	9	27.730	1109.20	145,000
9	8	26.620	1064.80	139,000
8	7	25.685	1027.40	134,000
7	6	24.555	982.20	129,000
6	5	23.620	944.80	124,000
5	4	22.500	900.00	119,000
4	3	21.745	869.80	114,000
3	2	20.770	830.80	111,000
2	1	20.120	804.80	106,000
1	-	19.490	779.60	101,000

**SCHEDULE OF REVISED GROUP LIFE INSURANCE
EFFECTIVE March 31, 2019
REGULAR EMPLOYEES**

HIRED ON OR AFTER JUNE 1, 1982 – PLAN B

(Optional effective October 1, 1984 for those employees hired prior to July 1, 1984; effective for all employees hired on or after July 1, 1984.)

Pay Group		Hourly Rate	Weekly Rate	Basic Insurance
Step 1	Step 2			
-	24	51.605	2064.20	\$269,000
-	ChLMAHS	49.720	1988.80	258,000
24	23	49.360	1974.40	257,000
ChLMAHS	-	47.605	1904.20	248,000
23	22	47.300	1892.00	247,000
-	21.5	46.235	1849.40	242,000
-	LMHS	45.325	1813.00	238,000
22	21	45.185	1807.40	236,000
21.5	-	44.580	1783.20	232,000
LMHS	-	43.665	1746.60	228,000
21	20	43.035	1721.40	218,000
20	19	41.370	1654.80	215,000
19	18	39.410	1576.40	205,000
18	17	37.720	1508.80	198,000
17	16	35.975	1439.00	187,000
16	15	34.360	1374.40	179,000
15	14	33.055	1322.20	172,000
14	13	31.595	1263.80	165,000
13	12	30.145	1205.80	159,000
12	11	28.930	1157.20	152,000
11	10	27.880	1115.20	145,000
10	9	26.730	1069.20	139,000
9	8	25.620	1024.80	133,000
8	7	24.685	987.40	129,000
7	6	23.555	942.20	124,000
6	5	22.620	904.80	119,000
5	4	21.500	860.00	114,000
4	3	20.745	829.80	109,000
3	2	19.770	790.80	104,000
2	1	19.120	764.80	99,000
1	-	18.490	739.60	96,000

NOTES

TENTATIVE AGREEMENT

MEMORANDUM OF AGREEMENT ("Agreement") made by and between NIAGARA MOHAWK POWER CORPORATION (the Company) and LOCAL UNION 97, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO (the "Union").

The Company and the Union are parties to an agreement made January 12, 2017 ("Existing Agreement") and have agreed to amend the Existing Agreement and to extend it through and including the 31st day of March, 2023. The terms of the Existing Agreement shall remain in effect except as amended below:

1. The Existing Agreement shall be extended for three years from March 29, 2020 through and including March 31, 2023, subject to the notice and renewal provisions of Article XXIX of the Existing Agreement.
2. General base wage increases will be as follows:
 - a. Effective March 29, 2020 - 2.75 %
 - b. Effective March 28, 2021 - 3.00 %
 - c. Effective March 27, 2022 - 3.00 %
3. Pension Language Considerations:

The Company and the Union will continue to discuss the Cash Balance Pension issue that was raised by the Union on May 9, 2019.
4. Article XXIII Considerations:

Upon ratification of this Agreement the Company and the Union agree to conduct job classification reviews per Article XXIII of the Existing Agreement for Job Classifications brought forth by the Union.
5. All of the other terms of the Existing Agreement will remain in effect, except as modified to reflect the changes set forth in this Agreement.
6. Any dispute under this Agreement is subject to resolution exclusively in accordance with the Grievance and Arbitration procedure contained in Article XXII of the Existing Agreement.
7. This Agreement is a tentative agreement subject to the ratification vote of the membership of the Union as well as the approval of the Vice President of Labor Relations.
8. The Union's Leadership unanimously and strongly recommends this Agreement to the membership of the Union.

This offer is contingent upon being voted on and ratified by the Union on or before November 8, 2019.

Dated: October 23, 2019

LOCAL UNION 97, IBEW


Theodore J. Skerpon
President & Business Manager

NIAGARA MOHAWK POWER CORPORATION



Michael J. Rubino
Director, Labor & Employee Relations

EXHIBIT 2

GRIEVANCE



CASE NUMBER



Empty box for case number

Obtained from the Labor Relations Dept.

NOTIFICATION OF GRIEVANCE:

DATE OF OCCURRENCE Ongoing

Form with fields: NAME (S) Local Union 97 IBEW, JOB TITLE ALL, DEPARTMENT ALL, WORK HEADQUARTERS ALL, STEWARD Tony Trusello, LOCAL UNION NO. 97, IBEW, STEWARD'S SIGNATURE, DATE PRESENTED September 28, 2023, SUPERVISOR'S SIGNATURE, DATE RECEIVED

PROVISION OF LABOR AGREEMENT IN DISPUTE: ARTICLE II SECTION 1, 2(a)

STATEMENT OF GRIEVANCE:

National Grid has sold and transferred Electrical Assets to Municipal customers on a past and ongoing basis, without adhering to it's obligation to include IBEW Local Union 97 as a party to these sales under the Collective Bargaining Agreement. Make whole.

SIGNED EMPLOYEE SIGNED STEWARD

STEP 1 (PARAGRAPH 1(A)) ANSWER OF SUPERVISOR:

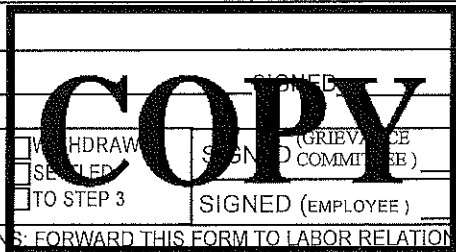
SIGNED SUPERVISOR DATE

GRIEVANCE WITHDRAWN SETTLED TO STEP 2 SIGNED (GRIEVANCE COMMITTEE) DATE SIGNED (EMPLOYEE) DATE

STEP 2 (PARAGRAPH 1(B)):

DATE RECEIVED:

DECISION OF LABOR RELATIONS MANAGER:

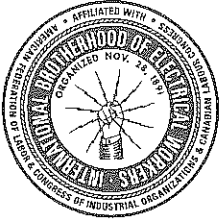


SIGNED LABOR RELATIONS MANAGER DATE GRIEVANCE WITHDRAWN SETTLED TO STEP 3 SIGNED (GRIEVANCE COMMITTEE) DATE SIGNED (EMPLOYEE) DATE

INSTRUCTIONS: FORWARD THIS FORM TO LABOR RELATIONS DEPT. UPON WITHDRAWAL OR SETTLEMENT OCCURRING AT ANY STEP OF GRIEVANCE PROCEDURE.

Copies to: Company Brotherhood (Use separate sheet for additional Information) Employee

(OVER)



Local Union 97

International Brotherhood of Electrical Workers

New York State

September 28, 2019

*Michael Rubino
National Grid
Director of Employee & Labor Relations
300 Erie Boulevard West
Syracuse, New York 13202*

Dear Mike:

Enclosed please find the unnumbered grievance for Local Union 97 IBEW – regarding sale of Electrical Assets.

Per our recent discussions please process this grievance at your earliest convenience and return the Employee and Brotherhood copies with a number and 1st step answer.

If you have any questions please feel free to contact the Western Division Office. Your prompt attention to this matter is greatly appreciated.

Sincerely,

James Zelasko

*James Zelasko
Assistant Business Manager
Western Division*

JZ/mlk

Enclosures

COPY

Western Division
3619 California Road • Orchard Park, New York 14127
(716) 662-2324

