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K#: **6058**

Employer Name: **Consolidated Edison Company of New York, Inc.**

Location: **NY New York**

Union: **Utility Workers Union of America (UWUA), AFL-CIO**

Locals: **1-2**

SIC: **4931**

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Number of Workers: **8600**

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2000-2004

COLLECTIVE BARGAINING CONTRACT

10,000 workers

between



**Consolidated Edison Company
of New York, Inc.**

and the



**Utility Workers' Union of America
AFL-CIO
and its Local No. 1-2**

June 25, 2000 through June 26, 2004



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**COLLECTIVE BARGAINING CONTRACT BETWEEN THE
CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.
AND
THE UTILITY WORKERS UNION OF AMERICA,
AFL-CIO, AND ITS LOCAL UNION NO. 1-2**

Contract made as of June 25, 2000 by and between Consolidated Edison Company of New York, Inc. (hereinafter called "the Company") and the Utility Workers Union of America, AFL-CIO and its Local Union No. 1-2 (hereinafter called "the Union");

WITNESSETH:

The Union was duly chosen by a majority of the eligible employees of the Consolidated Edison Company of New York, Inc. (and its predecessor subsidiaries, now merged, referred to collectively as "The Consolidated Edison System") at elections held under the auspices of the National Labor Relations Board on December 13 and 14, 1945, and was duly certified by the Board on December 21, 1945, as the sole and exclusive collective bargaining representative of all of the eligible employees of the Consolidated Edison System. The Union and the Company have mutually preferred and have agreed, to bargain and to make their agreements upon a System-wide basis, rather than the electoral units. After the notice of termination of the Contract heretofore in effect between the parties and as of the termination thereof, they have agreed upon this new basic Contract commencing June 25, 2000 for the contract term and through June 26, 2004 and

thereafter as herein provided, and containing such terms and conditions as to rates and ranges of pay, hours of work, conditions and continuity of employment, the rights, powers, and duties of the employees, the Union and the Company, the *methods of collective bargaining between them, and the prompt adjustment or disposition of grievances or disputes at any time* rising hereunder, as will advance the welfare and interests of the employees, promote increased cooperation between the Union and the Company through the maintenance of a stable and responsible Union among the employees, and enable them and the Company to join in fulfilling their obligations to furnish uninterrupted and adequate electric, gas and steam service to the public.

ACCORDINGLY, THE UNION AND THE COMPANY HEREBY MUTUALLY AGREE AS FOLLOWS:

Article 1

RECOGNITION OF THE UNION

1. **Exclusive Bargaining Representative:** The Company continues to recognize the Union as the exclusive representative of all of the employees covered by this Contract, for the purposes of collective bargaining and handling of all matters within the scope of this Contract, for the time this Contract is in force.

2. **Employees Covered:** This Contract shall cover and apply to all regular employees of the Company on weekly payrolls, with exceptions only as may be determined as hereinafter provided. The parties agree that the employment and the work of employees covered by this Contract shall be upon the terms and conditions which are set out in this Contract or are duly determined hereunder.

3. **Definitions of Employees:**

(a) **Regular Employee:** A Regular employee is defined as an employee who has completed the on-trial period, is employed on a continuous basis and whose title and rate of pay is established by the Collective Bargaining Contract.

(b) **On-Trial Employee:** An On-Trial employee is defined as an employee who is in the first six months of probationary employment with the Company. During the first three (3) months of said On-Trial period, the Company may in its discretion terminate the employment of said On-Trial employee without such termination becoming the subject matter of a grievance. During

the remaining three (3) months of said On-Trial period, such termination of employment shall be subject to the grievance procedure but shall not be subject to arbitration. An On-Trial employee shall, after three months of employment and as a condition of employment, become and remain a member of the Union, and shall be entitled to benefits to the same extent as regular employees.

(c) **Full-Time Employee:** A Full-Time employee is defined as a regular employee in any contractual title who normally is scheduled to work a minimum of eight (8) hours per day and a minimum of forty (40) hours per week.

(d) **Part-Time Employee:** A Part-Time employee is defined as a regular employee who normally is scheduled to work less than forty (40) hours per week with a minimum of not less than twenty (20) hours per week. Part-Time employees shall be limited to the titles identified by asterisks in Exhibit I, Part 5, Statement of Job Titles and Established Minimum-Maximum Rates of Pay.

(e) **Limited Duty Employee:** A Limited Duty employee is defined as any Regular or On-Trial employee who incurs a temporary or permanent physical condition or other impairment which precludes the employee from performing all or part of his regular work functions.

Article II

INFORMATION; UNION SECURITY

4. **Information to the Union:** The Company shall, within seventy-two (72) hours after a new employee eligible for membership in the Union is engaged or an eligible employee laid off is reemployed or reinstated, notify the Union thereof, and give the Union information as to the name, employee number, department, section, date effective, status and home address of each such employee.

5. **Prohibition on Discrimination, Harassment, and Retaliation:** In a desire to restate their respective policies, neither the Company nor the Union shall discriminate against any employee because of such employee's race, color, religion, creed, sex, age, national origin, marital status, sexual orientation, citizenship status, or because he or she is disabled, a disabled veteran, or a veteran of the Viet Nam Era, nor shall the Company and the Union tolerate sexual harassment in any form. Employees and the Union have the right to grieve and arbitrate complaints alleging that any of these prohibitions have been violated. The Company and the Union are committed to promoting and fostering an atmosphere of open communication which encourages employees to report their concerns and complaints. Illegal retaliation and intimidation are specifically prohibited.

6. **Information of this Contract:** As soon as practicable after the signing of this Contract, the Union shall make available to

each eligible employee a copy of this Contract, and thereafter shall make available a copy of this Contract to each eligible person hired and to each eligible employee reinstated or reemployed.

7. **Union Security:** In the interest of fuller cooperation between the Union and the Company and to secure the increased production, efficiency and economy which will result from greater harmony between employees and the Company, it is agreed that, pursuant to the Agreement stated in the Collective Bargaining Contract between the parties effective as of March 2, 1949, and the certification of the National Labor Relations Board dated October 28, 1949, following an election conducted by such Board pursuant to the provisions of the National Labor Relations Act, as amended, the following provisions respecting union security became effective as of October 28, 1949, and shall continue for the duration of this Contract:

(a) All regular employees on the weekly payroll who are eligible for Union membership shall, as a condition of continued employment by the Company, maintain their membership in the Union in good standing through payment of initiation fees and dues, in accordance with the Constitution of the Union and the Constitution and By-Laws of the Local Union.

(b) Regular, eligible employees who return to active employment and who are not members of the Union, shall on the thirtieth (30th) day after their return to active employment, make proper application to the Union for membership.

(c) All persons upon employment shall be notified by the Company of the requirements of the Contract. All new employees

shall, upon completion of three months as an on-trial employee, become and remain members of the Union.

(d) If the Union shall refuse to accept any applicant as a member of the Union in good standing for any reason other than failure to pay initiation fees or dues regularly established by the Union and generally applicable to employees, his employment by the Company may be continued irrespective of the provisions of this Paragraph.

(e) If any employee who is or who hereafter becomes a member of the Local Union is certified by it to the Company as having failed to pay such initiation fees or dues to the Local Union, and as thereby having ceased to be in good standing in his membership in the Union, the Company shall promptly notify such employee that unless he pays such initiation fees or dues to the Union his employment by the Company will be terminated as of the thirtieth (30th) day from the date of such notification. If any employee so certified shall deem himself aggrieved thereby, the matter may be presented by him, or by the Company, or by the Union, as a grievance to be determined by a Board of Arbitration in accordance with the procedures provided in Article XII of this Contract, and the Company shall not retain in its employ any such employee for more than fourteen (14) days after the determination by such Board of Arbitration that the employee has ceased to be a member in good standing in the Union by reason of failure to pay such initiation fees or dues. Nothing in this Paragraph shall require the Company to terminate the employment of any employee whose retention in employment is required by statute or by an applicable valid directive or order of public authority.

(f) Except in instances where the same is required by the

Company by statute or valid order of public authority, no pension, separation allowance or severance pay shall be authorized or paid by the Company to any employee whose employment is terminated because of the provisions of this Paragraph.

(g) The Union shall supply the Company with a copy of its Constitution and By-Laws and those of its Local Union No. 1-2 and shall promptly supply to the Company any change or amendment thereof.

Article III

HOURS AND WORKING CONDITIONS

8. **Hours of Work:** For the duration of this Contract, the working day of employees shall not be more than eight (8) hours, and the working week shall not be more than forty (40) hours, each except as may otherwise be determined hereunder. The daily hours of work shall be continuous, except for such lunch periods as may be authorized by the Company of not less than one-half (1/2) hour and not more than one (1) hour, which lunch period shall not be included in the working day or working week.

The practice of eight (8) hour normal work days, including meal time, in the Central Operations Department, shall apply only to operating forces, and all other agreements or practices to the contrary in Central Operations are eliminated.

The starting time of the employees' regular workday shall be at any hour of the calendar day designated by the Company, in accordance with the requirements of the work, but generally shall

be the same, where operating conditions permit, for each workday of the regularly scheduled workweek.

Regularly scheduled working hours which overlap two (2) calendar days shall be considered and reported as applying wholly to the calendar day during which the work begins, except that, for shifts beginning between 11:00 P.M. and 11:59 P.M., regularly scheduled working hours shall be considered and reported as applying wholly to the next following calendar day after the work begins.

The regularly scheduled workweek shall consist of five (5) "regular workdays" and two (2) days' off duty.

Except by mutual consent of Departmental Management and the Union, the "regular workdays" of successive weeks shall not be scheduled to require an employee to work more than seven (7) consecutive "regular workdays". If a schedule in excess of seven (7) consecutive workdays has not been arranged by such mutual consent, a premium of 50% of the base rate shall apply after the seventh (7th) consecutive "regular workday".

The two (2) days off duty shall be consecutive except where split days off duty are (a) arranged by mutual consent of Departmental Management and the Union, or (b) required to change a normal day off duty that would otherwise fall on a holiday occurring Monday to Friday, inclusive, or (c) due to weekend scheduled work for employees normally scheduled to work Monday to Friday. The two (2) days' off duty shall not necessarily be consecutive in the same calendar week.

There shall be no regularly scheduled "short swing" (i.e., only eight (8) hours off duty between "regular workdays") in basic working schedules.

9. Requirements for Changing Weekly Schedule of Working Hours: Changes in the normal daily or weekly working schedules of employees, including the daily working hours and the days of the week, may be required by operating conditions and may be made by the Company at its discretion. The daily and weekly schedules resulting from changes in schedules shall be in conformance with the provisions set forth under "Hours of Work". Where changes in the normal weekly or daily schedule of working hours of employees are required, the Company will notify the employees as to such changes at least forty-eight (48) hours in advance. The procedures for making changes in the normal daily or weekly working schedules are as follows:

(a) If for any reason the Company is unable to give at least forty-eight (48) hours' advance notice, the employee shall be paid "Change of Schedule" premium of 50% of the base rate for those rescheduled hours worked prior to or following his former scheduled hours, as the case may be, but only on the first day on which the new schedule is effective. If the first day on which the new schedule is effective is a Sunday, the "Change of Schedule" premium shall be 75%, instead of 50%.

(b) The period of notice to an employee of a change in his schedule of working hours shall be considered as beginning at the termination of his regular working hours or the actual time of

notification, whichever is later, on the day in which the notice is given and shall end at the starting hour of his new schedule of working hours on the day on which the change is effective.

(c) In cases where the employee's day off has been changed, the notice period shall begin at the termination of his regular working hours or the actual time of notification, whichever is later, on the day the notice is given, and shall end at the start of the previous regular working hours on the new day off, or at the start of the new regular working hours of the former day off, whichever is earlier.

When an employee's normal day off is being changed, the employee shall be allowed, if acceptable to the Company, to select his new day off, and the premium payments of item (a) shall not be allowed where the day off selected by the employee results in less than forty-eight (48) hours' notice as defined herein.

(d) When an employee is notified of a change in his normal daily or weekly schedule of working hours, the complete new schedule for the entire calendar week shall be designated individually in writing or if this is not practicable, by posting at the work location or at the dispatching point. If any subsequent change or cancellation of the employee's new schedule is made for that calendar week, change of schedule premium shall be paid.

For the purposes of this subparagraph (d), schedules will be posted by the end of the day shift on Wednesday of the preceding week, and any schedule change made after that time

will be a schedule change within the meaning of this subparagraph.

(e) If a change in schedule results in a "short swing" (i.e., only eight (8) hours' off duty between "regular workdays") change of schedule premium shall be paid only for the "regular workday" following the eight (8) hours' off duty even though forty-eight (48) hours' notice of the change in schedule has been given, except that where a short swing resulting from a change in schedule is arranged by mutual consent of Departmental Management and the Union, the change of schedule premium as provided herein shall not be paid.

(f) An employee should not normally be contacted at home by telephone or otherwise to change his regular schedule of working hours. However, if circumstances require that an employee be so contacted, change of schedule premium shall be paid even though forty-eight (48) hours' notice of the schedule change is given, and, in addition, two (2) hours' "traveling time" at the overtime rate shall be paid if the employee is notified at home of the change in schedule less than eight (8) hours before the starting time of his next shift under the changed schedule.

(g) An employee should not normally be contacted at home by telephone or otherwise to cancel scheduled overtime work. However, if circumstances require that an employee be so contacted, he shall be paid two (2) hours' pay at the overtime rate because of such cancellation. This provision shall not operate to

modify understandings heretofore agreed to between Departmental Management and the Union.

(h) An employee shall not be contacted while on vacation for the purpose of changing his regular work schedule for the period immediately following his vacation.

(i) Notification shall be given to the authorized Union representative of changes in basic schedules involving groups of employees.

(j) The Company agrees to maintain the present basic group schedules and cycles in the Power Generation Department, except as otherwise mutually agreed, for the duration of the Contract.

The foregoing notwithstanding, the Company may make changes in group schedules and cycles in order to meet operational needs. Before making such changes, the Company will discuss the proposed changes with the Union reasonably in advance of implementation. In making these changes, the Company will not act arbitrarily or capriciously and will restore the regular schedules and cycles after the operational need for the changes no longer exists.

The Management and the Union agree to establish separate Joint Committees for the purpose of discussing schedules in those departments responsible for the production, construction and distribution functions of the Company. These Joint Committees will meet at least quarterly and will be empowered to work out

mutually satisfactory solutions consistent with the Company obligations to render efficient and continuous service to the public.

Written progress reports shall be submitted by each Joint Committee to the Vice President, Employee Relations and the Business Manager of the Union.

10. **Overtime Pay and Meal Allowance:** Time and one-half shall be paid for all work in excess of eight (8) hours on any workday, and for all work in excess of forty (40) hours in any one (1) workweek; provided that no employee shall be paid both daily and weekly overtime on account of same hours of overtime work.

Employees required to work an overtime period which does not immediately precede or follow their regularly scheduled hours shall be paid at the overtime rate of time and one-half for the hours worked, with a minimum of four (4) hours' pay at the overtime rate.

Employees should not be required to work more than sixteen (16) hours continuously and employees who have completed an extended work period of sixteen (16) or more consecutive hours, excluding authorized time off for meals, shall be allowed an interval of at least eight (8) hours off before they are required to start work again. If the required eight (8) hours off extends into the employees' next regular work schedule, they shall be excused with pay at the straight-time rate for that part of their regular work schedule necessary to make up the eight (8) hours off.

Overtime work immediately following a regularly scheduled work

period shall not ordinarily be required of employees unless it is expected that at least thirty (30) minutes of overtime will be needed. Overtime work which is in excess of the foregoing shall ordinarily be authorized and compensated to the end of the last fifteen (15) minute period in which overtime is worked.

Effective December 31, 2000 the Company will pay an allowance of eight dollars and fifty cents (\$8.50) for a meal during overtime work when the period of work is ten (10) or more hours and a second meal allowance of eight dollars and fifty cents (\$8.50) when the hours worked exceed a total of sixteen (16) hours. Effective December 29, 2002, the Company will pay an allowance of nine dollars and fifty cents (\$9.50) for a meal during overtime work when the period is ten (10) or more hours and a second meal allowance of nine dollars and fifty cents (\$9.50) when the hours worked exceed a total of sixteen (16) hours.

Excused absence for any reason shall be considered the same as normal time worked in determining the beginning of the overtime period.

11. ***Premiums for Night and Sunday Work:*** Employees whose regularly scheduled hours of work include time within the period of 6:01 P.M. to 12:00 Midnight, inclusive, shall be paid a premium of 8% of the straight-time rate for the total scheduled hours worked, excluding overtime.

Employees whose regularly scheduled hours of work include time within the period of 12:01 A.M. and 6:59 A.M., inclusive, shall be paid a premium of 10% of the straight-time rate for the total scheduled hours worked, excluding overtime.

Employees whose regularly scheduled hours of work begin on Sunday shall be paid a premium of fifty per cent (50%) of the straight-time rate for all hours actually worked on that day.

No premium allowance shall be applicable for time not worked, except in the case of time an injured employee may be detained in a doctor's office before being assigned to "off duty" status as a result of an accident on the job.

When employees work shifts for the hours of which more than one (1) premium may apply, the highest applicable single premium only, based on the employees' straight-time rate, shall be paid for the hours so worked.

12. **Call in:** Employees may be called from home for emergency service or for an extra shift without prior notification. Employees so called in shall be paid overtime pay for the overtime worked with a minimum of four (4) hours' pay at the overtime rate. In addition, they shall receive two (2) hours' pay at the overtime rate to compensate for traveling time and for any inconvenience which may result from lack of notification.

However, the two (2) hours' additional pay for "traveling time" shall not be allowed if employees are notified at or prior to the time of last stopping regular work, or at least eight (8) hours in advance of the beginning of the overtime period.

13. (a) **Temporary Occupational Changes:** Temporary vacancies in Power Generation and Central Substation Departments of the Company (not including Maintenance and Mechanical Force employees) may be filled by the temporary

assignment of qualified operating employees to the higher grade work. Upon such assignments, employees who perform such work for a period of up to four (4) hours during any regular work shift, will be paid the rate for the higher-grade work, for such hours actually worked at the higher-grade work. Employees who perform such work for a period of more than four (4) hours during any regular work shift, will be paid the rate for the higher-grade work for the entire period of such regular work shift. Employees will be paid their basic rate of pay applicable to their regular job for all holidays, sickness and other excused absences, if so assigned for periods of less than four (4) weeks, or at the rate for the higher grade work if so assigned for periods of four (4) or more weeks.

(b) **Assignment to Work Functions:** Any employee assigned to perform any lower or lateral job or function except pursuant to a demotion, shall receive his regular rate of pay while performing such work.

14. (a) Effective January 1, 1990, employees in the job title Operating Mechanic A shall perform low, intermediate and high voltage switching duties as a normal part of their job duties at their regular rates of pay.

(b) Employees in the titles Unit Assistant and Customer Accounting Clerk shall perform all clerical and other support functions in Customer Operations, including but not limited to, those functions presently being performed by employees in the

titles of District Control Representative, Senior District Control Representative and Control Clerk.

15. ***On Loan and Vacation Relief:*** Employees made available for other work may be transferred as On Loan, Vacation Relief or Seasonal Transfer employees at their present rate of pay or at the minimum rate of pay for the job, whichever is higher, for the period involved. Such transfers shall normally be for a period of six (6) months with a possible extension of an additional three (3) months, after which they shall be returned to their original department.

16. (a) ***Holidays:*** The following days shall be deemed to be holidays, so long as they are legal holidays in the State of New York and if their observance has not been suspended by National or State proclamation:

New Year's Day (January 1)

Martin Luther King's Birthday (third Monday in January)

Washington's Birthday (third Monday in February)

Memorial Day (last Monday in May)

Independence Day (July 4)

Labor Day (first Monday in September)

Columbus Day (second Monday in October)

Veterans Day (November 11)

Thanksgiving Day (as proclaimed by the Governor of the State of New York)

The day after Thanksgiving Day

Christmas Day (December 25)

If one of the above holidays falls on Sunday, then the following Monday shall for all purposes be deemed to be a holiday.

If one of the above holidays falls on a Saturday, then the preceding Friday shall for all purposes be deemed to be a holiday.

(b) **Personal Holiday:** Regular employees who have completed two (2) years of continuous service on any December 31, shall be entitled to designate one (1) scheduled working day as a personal holiday to be taken in the following calendar year. Such personal holiday shall be scheduled in advance and shall be allotted by the Company to ensure orderly operations and adequate and continuous service to the public.

(c) **Holidays After Leaves of Absence:** If an employee is on a leave-no-pay status and one of the regularly scheduled holidays falls on the first regular working day immediately following the termination of said leave, then the employee shall be paid for the scheduled holiday.

(d) **Work and Pay as to Holidays:** Work by employees on the holidays enumerated in paragraph 16 (a) shall be limited to that which is deemed by the Company to be essential to its performance of its obligations to furnish adequate and continuous service to consumers. An employee required to work on a holiday shall receive two and one-half (2-1/2) times his regular straight-time hourly rate for time actually worked. An employee not required to work on a holiday which falls on any one of the days in his regular scheduled workweek shall be allowed pay at the

straight-time hourly rate for the number of hours he was scheduled to work on that day.

When one of the aforementioned holidays coincides with an employee's otherwise scheduled day off duty, then the schedule of such employee for that week shall be revised so as to give him an extra day off duty and to provide that his scheduled workweek shall be four (4) days, for which he shall receive five (5) days' pay at his straight-time hourly rate for his normally scheduled number of hours, together with any earned premium payments:

(i) If the employee's services are not to be required on this extra day off duty, it may be granted on any day in the week at the convenience of the Company.

(ii) If the employee's services are to be required on this extra day off duty, it shall be the day other than Sunday, which would have otherwise been the scheduled first day on duty in the calendar week and the employee shall receive overtime pay for work on such day off duty in accordance with the existing overtime policy.

17. (a) **Travel Pay:** There shall be no payments for travel time except pursuant to (i) paragraph 12 of this Agreement; (ii) the existing practices concerning overhead storm emergencies and (iii) existing practices and agreements relating to employees assigned to report to Indian Point.

(b) Where overhead employees are required to perform storm emergency or on-loan work for utilities other than Con

Edison, the hourly wage rate applicable for such work shall be the current hourly wage rate for the utility for which the work is performed for comparable job classifications or the current Con Edison hourly wage rate, whichever is higher.

(c) Pay for "pack up time" in Power Generation Maintenance is eliminated.

(d) The practices of additional pay for Tool Carrying and Toilet Pay in Central Construction are eliminated.

18. ***Mileage Rate and Allowance for Use of Personal Vehicle:***

(a) Employees who are authorized to use their personal cars for Company business shall be reimbursed at the allowable mileage rate established from time to time by the Internal Revenue Service. Any adjustment in such rate shall be effective the first day of the following month.

All reimbursements will be made monthly by check and subject to audit as the Company may require.

(b) The Company may require certain employees to use their personal vehicles in specified jobs and in certain geographic areas for Company business when performing their jobs. Employees who, on December 1, of any year, are required by the Company to use their personal cars in specified jobs and in certain geographic areas for Company business shall, in addition to the allowance provided in subparagraph (a), be paid, on or about December 15, the sum of four hundred and fifty dollars (\$450) effective December 1995.

19. ***New Experimental Work Schedules:*** Notwithstanding anything to the contrary contained in the Collective Bargaining Agreement and subject to the mutual agreement of the parties in each particular case, pilot programs instituting and implementing new experimental work schedules in designated sections and/or departments may be undertaken, provided a majority of the employees involved expressly waive in writing those provisions of the Collective Bargaining Agreement which would otherwise require the payment of overtime for work in excess of eight (8) hours in any workday. It is the intention of the parties that the employees involved will not suffer any loss in pay because they are not working schedules they would have otherwise regularly worked for a 40-hour week, nor shall the Company suffer any increases in payroll costs for said pilot programs.

Without limiting the foregoing, such experimental schedules may provide in any workweek schedules such as: four (4) workdays of ten (10) hours each day; a workweek schedule of three (3) workdays of twelve (12) hours each day plus one (1) workday of four (4) hours; a schedule of four (4) workdays of twelve (12) hours each in one week with overtime payment for the last eight (8) hours worked, and in the following workweek, a schedule of three (3) workdays of twelve (12) hours each with thirty-six (36) hours of straight-time pay, or variations thereof.

Either party may, at any time, upon written notice to the other, request the termination of any such pilot program, whereupon the particular pilot program will cease within thirty (30) days following receipt of said notice.

Article IV

VACATIONS--VESTING

20. **Vacations With Pay:** (1)(a) Vacation with pay in each year during the term of this Contract shall be granted regular employees who were in the employ of the Company on December 31 of the previous year, on the following basis:

Years of Service Completed as of December 31	Weeks of Vacation
Less Than One (1) Year:	
If Employed After Aug. 31	1
If Employed Before Aug. 31	2
1 to 2 Years Inclusive	2
3 Years	2 + 1 Day
4 Years	2 + 2 Days
5 to 11 Years Inclusive	3 + 1 Day
12 Years	3 + 2 Days
13 Years	3 + 3 Days
14 Years	3 + 4 Days
15 to 21 Years Inclusive	4 + 1 Day
22 Years	4 + 2 Days
23 Years	4 + 3 Days
24 Years	4 + 4 Days
25 Years	5

(b) A vacation week shall not exceed forty (40) hours and a vacation day shall not exceed eight (8) hours.

(c) Vacation pay for an employee shall be at the straight time hourly rate for the workweek in which December 31 of the previous year falls or for the workweek before the employee's vacation commences, whichever is higher.

(d) *If one or more holidays fall during the vacation of an employee, the vacation may be extended by one or more additional days, as the case may be. Employees may be required to take such additional day or days off at some other date because of operating requirements.*

(e) A vacation will not be rescheduled because of an illness which occurs during a vacation. An employee is "On Vacation" commencing with the first day for which he receives vacation pay. An employee on vacation for a full calendar week is deemed to have Sunday and Saturday as the employee's scheduled days off.

(2) ***Time of Vacations and Vacation Procedure:*** If and where it is practicable, the Company will grant vacations on a consecutive basis and at the time desired by the employee but the final right to allot any employee's vacation periods or any part thereof is reserved exclusively to the Company, to such extent as it may deem the same to be necessary to ensure orderly operation and adequate and continuous service to the public.

Vacation periods are not cumulative from year to year.

Employees who enter military service and who are eligible for, but have not received their full vacation during the calendar year in which they leave, will be given their remaining vacation or pay in

lieu of the vacation for that year. Otherwise, employees on military leave are not eligible for further vacation allowances until they are reinstated. Veterans who return from Military Leave of Absence and are reinstated in active employment are entitled to a full regular vacation within the calendar year of their reinstatement unless they have already received a portion or all of their regular vacation within the calendar year in which case they will be eligible to receive only the balance of their regular vacation within that calendar year. However, such vacation shall not extend into the next calendar year, even if such limitations shall have the effect of shortening the vacation period which might otherwise be granted if the employee had been reinstated earlier in the year.

An employee scheduled to leave on vacation will receive pay for his vacation on the last regular pay day prior to his vacation. If an employee wishes, the pay for his last week of vacation will be held and paid to him on his regular pay day during the week following his vacation.

(3) *Vacation Pay to Surviving Spouses and Certain Other Dependents:* In the case of an employee who was in the employ of the Company on December 31 of the previous year and who dies during a current calendar year, the uncollected pay for any unused portion of the vacation for which such employee would otherwise have been eligible in that year shall be payable to the surviving spouse, surviving dependent child or children or surviving dependent parent living in the same household of such deceased employee, and, if there is no such person, to his or her heirs. Payment by the Company in good faith to one who claims

to be entitled to payment of such uncollected pay shall discharge the Company from any further liability therefor to any other claimant.

Article V

EXCUSED ABSENCES AND LEAVES

21. **Jury Duty:** (a)(1) Regular employees who serve on jury duty shall be paid the difference between their straight-time hourly rate of pay for the hours they would have otherwise worked (not to exceed forty (40) hours in any one week) and the amount received, if any, for jury service, excluding payments for travel, lodging and meals, if any. Such employees shall promptly furnish the Company with the notice to serve, evidence of attendance and all jury duty payments, if received. If excused by the court within a reasonable time after reporting, they shall return to work.

(2) Employees whose schedule of hours requires them to be on duty between the hours of 5:00 P.M. to 9:00 A.M. shall not be required to report to work during such service.

(b) Employees will be eligible to receive jury duty pay only once in a period of twenty-four (24) calendar months.

(c) Employees who have solicited jury service shall receive no pay from the Company for the period of such service.

(d) Notwithstanding anything to the contrary contained in said Paragraph 21 (a) above, in the event that employees are solicited more than once in a twenty-four (24) calendar month period, the Company will provide certification relative to the

Company's policy and officially request that the employee be excused from serving said jury duty. If the court refuses to excuse the employee, said cases will be reviewed on a case by case basis to determine whether the employee will receive pay pursuant to Paragraph 21 (a) above.

22. ***Excused Absence Personal Reasons:*** Reasonable time off with regular straight-time pay for a period of time not to exceed three (3) days may be granted regular employees for valid personal reasons according to standard criteria to be established by the Employee Relations Department and applied uniformly throughout the Company. Such time off shall be requested in writing and in advance by the employee except for validated emergencies, and shall be granted consistent with the Company's operational needs.

In case of death in the family, this period may be extended to four (4) days. "Family" shall be interpreted as meaning parent, guardian, wife, husband, brother, sister, child of employee, or other relative living with the employee. In the case of death of an employee's grandparent, grandchild, mother-in-law or father-in-law, this period shall be one (1) day, except if such relative is living with the employee in which case the period shall be four (4) days.

Such time off shall not be granted in conjunction with a vacation for marriage or for other purposes which could be scheduled appropriately during a vacation period.

23. ***Leaves of Absence for Personal Reasons:*** Regular

employees who can be spared from their work may be granted leaves of absence in the discretion of the Company, without pay, for a period of three (3) months, subject to a further leave of three (3) additional months. Leaves of absence in excess of six (6) months shall require approval by an executive of the Company.

Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere, except by an executive of the Company.

Failure of employees to return to work on or before the first regular working day immediately following the last day of the original leave period or approved extension thereof shall terminate their employment as of the final day of the approved leave.

Employees on leave of absence for periods in excess of two (2) weeks are not eligible for any benefits from the Company except that (a) group insurance may be continued at the discretion of the Company and (b) during any leave of absence, not in excess of three months, by an employee immediately following a maternity disability, the Company shall provide coverage for the employee's hospital, medical, dental, vision care and prescription drug benefits provided under Part 4 of Exhibit I of this Contract.

Any part of a leave of absence in excess of six (6) months shall be deducted from the employee's continuous service, except when designated otherwise by executive approval.

On return from leave of absence in excess of two (2) weeks employees will be required to take a Company physical examination. In the event that such examination reveals a

condition which in the Company doctor's opinion occurred during the leave of absence, the Company may be relieved of the responsibility of returning the employees to work.

24. *Military Leaves of Absence:* Employees other than temporary who leave the Company to enter Military Service shall be granted a Military Leave of Absence with reemployment rights as provided under the Universal Military Training and Service Act as amended.

Regular employees with one (1) or more years' service in the Company entering active military service will be paid the difference between their straight-time Company pay and their military pay for an aggregate period of three (3) months, including all such extended active military service periods entered upon after June 27, 1950. The term "military pay" shall be interpreted and applied to include in addition to base pay any and all allowances for service, rank, ratings, special qualifications, or disability incurred in service but shall not include rental or subsistence allowances.

If employees are discharged from active military service before the expiration of the three (3) month period, they shall be required to refund to the Company the proportionate balance of the three (3) month pay differential advanced to them.

Employees' group insurance will be cancelled as of the effective date of their Military Leave of Absence.

If employees do not return to the Company within the period

specified by the law, they will be considered to have resigned from the Company.

25. **Military Reserve Duty:** Regular employees who are members of the National Guard or the reserve components of the Armed Forces of the United States shall be granted time off for training on the following basis:

If they are ordered to participate in prescribed training formations to maintain their status in their unit and shall have presented orders or other satisfactory proof or if they voluntarily elect to attend such formations, the Company having determined that *their services can be spared*, they shall be granted a Military Leave of Absence of not more than two (2) weeks in any calendar year during which period they will receive differential pay on the same basis as set forth above; provided that, if the training period exceeds two (2) weeks, this extended service shall be charged either against their vacations or as leave of absence without pay if requested. If such training is for not more than two (2) days in any calendar year, they will receive their full basic straight-time pay for such period.

Article VI

CONTINUITY OF WORK

26. **Contracting Out Work:** The Company agrees not to let out to contractors work which is ordinarily and usually performed by any group of regular employees of the Company, so as to cause a layoff or demotion in rate of pay by reason thereof.

27. **Work by Present Employees:** The Company agrees that it

will not, without giving previous information thereof to the Union, let out to contractors any major items of construction and maintenance work on Company premises or in the streets.

28. Continuity of Service: The number of years of an employee's continuous service with the Company for all purposes of this Contract shall be calculated in the same manner as accredited service is calculated for accrual or computation of a pension benefit under the Pension and Benefits Plan in effect during the duration of this Contract, except that for all purposes other than determining an employee's accredited service under such plan:

(a) an employee who is reemployed following receipt of a cash-out from the Plan shall have his/her continuous service for the period of accredited service on which the cash-out was based restored upon the employee's reemployment without the need to repay the cash-out;

(b) an employee who is reemployed after receiving a pension or annuity from the Plan shall have his/her continuous service for the period of accredited service on which the pension or annuity is based restored upon the employee's reemployment; and

(c) an employee who is absent from work under leave granted pursuant to paragraph 32 hereof, by reason of his/her full-time employment as an officer or agent of the Union, shall not be considered to have incurred a break in service, and such period of absence shall be considered continuous service. Notwithstanding the foregoing, for persons who were active employees on June 22, 1996, and who had breaks in service prior to such date, the employee's period of continuous service

with the Company for all purposes of this Contract, except for purposes of determining accredited service for accrual or computation of a benefit under the Plan, will be the greater of the employee's period of continuous service calculated under the adjusted service credit procedure in effect on June 22, 1996 or the new procedure set forth above.

Article VII

RATES OF PAY AND CLASSIFICATIONS

29. **Rates of Pay:** (1) The wage settlements, increases, wage adjustments and all other matters, for the current Contract term, as agreed upon pursuant to the provisions of this Contract, including Paragraph 54 hereof, shall be as set forth in Exhibit "I" hereto attached and made a part hereof, and in the respects and to the extent provided in the said Exhibit "I". The agreement set forth in Exhibit "I" shall constitute all of the wage settlements, increases, reclassifications and wage adjustments to be made by the Company, for the current Contract term, pursuant to collective bargaining negotiations under the provisions of the Contracts or otherwise, and pursuant to this Contract; and the Union and the Company hereby expressly waive any and all other claims as to such matters.

(2) Except as changed from time to time in the manner prescribed in this Contract, the rates of pay and the payroll classifications and titles, which are in force at the date hereof or are established pursuant to the provisions of Exhibit "I", shall be continued in force while the Contract is in effect.

(3) Wage Information To Union: The Company will supply the Union with information, quarterly, respecting the average hourly earnings of employees covered by the Contract both on a straight-time hourly basis and also including overtime and premiums.

30. ***The Wage Progression Plan:***

(1) The Company and the Union recognize the Wage Progression Plan as herein modified, such Plan containing specified occupational classifications, with maximum and minimum rates and ranges of pay, and such Plan, as amended by Exhibit "I" hereof, as reflected in the Statement of Titles and Established Minimum-Maximum Hourly Rates of Pay hereto attached and made a part hereof, shall be continued as herein provided, subject to continuance, discontinuance or modification as provided in this Paragraph and in Paragraph 54 of this Contract.

(2) The extension or continuance of the Plan after June 26, 2004 and provisions thereof as to the amount and frequency of wage progression increases, may be determined by the written agreement of the parties, or by a Board of Arbitration as provided herein; but the Wage Progression Plan as hereby established through June 26, 2004 shall not be amended at any time, other than as provided in Paragraph 54 hereof, except by the written agreement of the parties. No provision of the Wage Progression Plan as agreed on by the parties or as determined by any Board of Arbitration shall disregard or in any manner violate any power,

authority, function or duty which, under the provisions of this Contract, is expressly vested in or reserved to the Union or the Company.

31. Quarterly Conferences between the Union and the Company: (a) Meetings between representatives of the Company and the Union, for the discussion of any matters which either party may wish to bring up and discuss, arising under and by virtue of this Contract, shall be held on the second Tuesday of each January, May, August and November, so long as this Contract is in force, unless a different month and date are mutually agreed on as to a particular Conference. Except at the Quarterly Conference for November, matters relating to wage structure, wage rate schedules, rates and ranges of pay, the extension or continuance of the Wage Progression Plan, including the provisions thereof as to the amount and frequency of wage progression increases, or the hours of work, shall not be presented by either party, except by mutual agreement. The presentation and discussion of any matter at such a Quarterly Conference shall be wholly without prejudice to or effect on the presentation of any such matters also as grievances of employees or the Union under the procedures hereinafter provided, if such matters constitute or comprise, wholly or in part, such a grievance as is defined in this Contract. With respect to the Quarterly Conference to begin in the month of January, while the Contract is in force, the provisions of Paragraph §4 hereof shall in all respects govern.

(b) Establishment of Joint Committees: Promptly following the inception of this Contract, there shall be established three (3) separate joint active committees, each of which shall be composed of six (6) members, of whom three (3) shall be appointed by the Company and three (3) shall be appointed by the Union, and shall serve separately to review and make recommendations concerning the following matters:

(1) Changes in work schedules.

(2) New or changed job and title reclassification, including merger and reevaluation of jobs.

(3) Need for changes in present training programs.

It is understood and agreed that neither the Company nor the Union shall be under any obligation to accept, or in any other manner act on or negotiate such recommendations or to increase or decrease any benefit, cost or rate of pay in connection therewith. With respect to item (2) above, the joint committee shall consider only such significant changes in job duties and/or functions as would justify a change in rates under current applicable governmental regulations.

Nothing contained in this section 31 (b) is intended to, or shall be construed as, limiting the rights and powers of the Company either expressed or implied in or by Article XI of this Contract.

(c) Reaffirmation of Goals: The Company and the Union reaffirm their goal of providing reliable and economic service to our customers. In the interest of fulfilling this goal, the Company

agrees to provide for a safe and healthy work environment for its employees and to provide the basis for the most efficient work practices with due regard to the employees' welfare. As a means of assuring effective movement toward this goal, the Union and the Company may discuss at Quarterly Conferences safe, healthy, efficient and economic work procedures.

Article VIII

FACILITIES AND PRIVILEGES IN AID OF THIS CONTRACT

32. *Leaves of Absence for Union Officers, etc.:* Members of the Union who have been or are hereafter elected or appointed to office in the Union, and are thereupon certified to the Company by the Union as having to be absent from their regular work for the proper performance of their duties to the Union, shall be granted leaves of absence without pay for the time they hold such office without prejudice to their seniority status and service records up to the time of the granting of such leaves, as provided in Paragraph 28 (g) of this Contract. Such persons shall be eligible to obtain coverage during their full-time leave of absence for the employee hospital, medical, dental, vision care and prescription drug benefits ("health care benefits") in effect on June 25, 2000, by paying the full insurance premiums (or the equivalent of insurance premiums in the case of the participating panel dental plan and the prescription drug benefits), together with a reasonable administrative fee, and meeting any other applicable requirements for the coverage. The health care benefits for such persons shall continue after the new "cafeteria" health care

program for employees becomes effective January 1, 1994, but such persons will not be eligible to participate in such program. When their terms of office expire, such members of the Union shall be reinstated by the Company in jobs and seniorities at least equivalent to those held by them at the times such leaves of absence were first granted.

33. *Temporary Absence from Work on Business of the Union:* Officers and agents of the Union who are regular employees of the Company shall be granted, on their application suitable in advance, such reasonable and limited leaves of absence from work, without pay for the time of their absence, as are necessary for their attendance at collective bargaining conferences with representatives of the Company. Stewards of the Local Union may meet and confer with representatives of the Company for the discussion and adjustment of grievances within their jurisdiction, on employer time and without loss of pay.

34. *Payroll Deduction of Dues for Members of the Union:*

(1) As a matter of convenience to employees and the Union, the Company will make payroll deductions of the monthly dues as they from time to time become payable to the Union, of such members as have hitherto signed, or may hereafter sign, individual authorization for such deductions which are on file with the Company and have not been revoked or cancelled in writing and which specifically provide that they may be revoked or cancelled in writing by the signing individual at any time.

(2) Such deductions shall in each instance be of such

amounts of monthly dues as are certified from time to time by the Local Union.

(3) All amounts deducted by the Company from the pay of employees for the dues of members of the Local Union shall be paid by the Company to the Local Union in whose favor such authorization or request was made.

(4) It is stated to be the particular intent of and arrangement of the parties to provide for the above stated deductions of monthly dues for the Union in a manner complying in all respects with the National Labor Relations Act, as amended, but without requiring that the individual authorizations heretofore or hereafter filed shall comply with Section 46 et seq. of the Personal Property Law of the State of New York, as amended.

35. **Use of Bulletin Boards:** For the purpose of giving notice to its members as to meetings and making announcements to its members, the Union shall have the right to make reasonable use of the regular bulletin boards of the Company, and to have such notices and announcements as may be required by its Constitution and Bylaws transmitted and posted through the interoffice communicating system of the Company; provided that such notices and announcements by the Union shall be restricted to:

(a) Notices of meetings of the Union;

(b) Notices of its elections;

(c) Notices of its appointments to office and the results of its elections.

36. **Distribution or Solicitation:** There shall be no distribution by officers, agents, stewards or members of the Union, of pamphlets, printed or mimeographed or typewritten matter, or other circulars or notices, at any time in work areas of the Company, and there shall be no such distribution or solicitation for any cause which involves any employee during his/her work time.

37. **Shop Stewards:** Shop stewards of the Local Union may receive, but not solicit, and may discuss, complaints and grievances of employees on the premises and time of the Company, but only to such extent as does not neglect, retard or interfere with the work and duties of such shop stewards for the Company or with the work or duties of employees. The Union agrees that it and its officers, stewards and agents will not solicit members, collect dues, or engage in organization work or activity other than grievance procedures established by this Contract, on the premises or time of the Company; and the Company agrees that it will not permit the officers, stewards or agents of any other labor organization to do, on the Company premises or time, any of the things which the Union hereby agrees not to do. No shop steward of the Local Union shall be transferred from his location of work without prior consultation between the Director, Industrial Relations, and the Local Union, except in case of emergency or temporarily (but not more than five (5) consecutive days) because of fluctuations of work load.

(2) The Local Union shall advise the Company promptly of the names and addresses of the shop stewards and other

representatives appointed, the groups represented and any subsequent changes therein, and no shop steward or other representative shall be recognized until the Company has been so notified.

38. **Exclusive Agency:** As the Union is the exclusive bargaining agency of the employees of the Company, the latter will not grant or permit to any other local organization any of the facilities and accommodations granted to the Union by this Article of this Contract.

Article IX

PROVISIONS FOR SICKNESS, DISABILITY RETIREMENT, ETC.

39. (a) **Company Sick Allowance:** Each regular employee shall have a single Company Sick Allowance applicable to both occupational and non-occupational illnesses and injuries, computed as follows: Regular employees absent from work on account of non-occupational illness or injury and/or occupational illness or injury may receive in any fifty-two (52) consecutive weeks a Company Sick Allowance which shall consist of not more than one (1) week's straight-time pay for each year of continuous service, with an allowance of up to one (1) week's straight-time pay after a minimum of three (3) months' service, followed by an allowance of eighty percent (80%) of straight-time pay for up to twenty-six (26) additional weeks. In computing such Company Sick Allowance, all absence on account of any illness or injury during the fifty-two (52) weeks immediately preceding the first day

of absence for the current illness or injury will be deducted from the total Company Sick Allowance for which any employee may be eligible. When an employee is absent from work on account of occupational illness or injury, any Company Sick Allowance payable under this paragraph shall be reduced by the amount of any Workers' Compensation payments for such illness or injury. Although an employee absent from work due to an occupational illness or injury may no longer be eligible for the Company Sick Allowance set forth above, such an employee shall not be terminated from employment until such an employee has been absent from work due to occupational illness or injury for one year. Such employees with occupational illnesses or injuries who are no longer eligible for the Company Sick Allowance shall be carried on leave-no pay status until one year after the date of the occupational illness or injury. Employees with non-occupational illnesses or injuries will be terminated when their Company Sick Allowance expires.

Certification of illness or injury, either through the Company's medical service or through an acceptable report from the employee's personal physician, is required for the payment of Company Sick Allowance for illness or injury causing absences in excess of two (2) days.

(b) **Panel Action Notice to the Union:** Where the Disability Panel has recommended that an employee should be retired or released, the Company will give written notification of the action taken to the Union no later than five (5) business days after the date of the Panel Action.

40. **Existing provisions continued:** Except as the Union and the Company may otherwise mutually agree, and except as otherwise provided elsewhere in this Contract:

For the duration of this Contract but without commitment or liability thereafter, the Company will continue substantially in force provisions for the welfare of the employees, such as but not limited to health and group benefits, sickness allowances, Flushing Savings Bank, Waterside Federal Credit Union, and the present provisions as to training and service periods for the National Guard, Naval Militia, Military and Naval Reserves, and employees granted leaves of absence for training or service in the Armed Forces of the United States.

Article X

SAFETY

The Company and the Union jointly agree to make safety their number one priority. To that end, they agree to work together to integrate safety into the everyday work activities of the Company and its employees in a continuous effort to improve employee safety on the job.

41. (1) **Safety:** The joint Company-Union Safety Committee shall consist of five (5) Company representatives and five (5) Union representatives and, so constituted, shall be continued for the term of this Contract. The joint Company-Union Safety Committee shall normally meet on a monthly basis. In addition, each Customer Service Organization, each Generating Station, and the Power Generation Maintenance Department shall have a local

safety committee consisting of one (1) member of Management and one (1) employee designated by the Union. These local committees may be increased to a maximum of three (3) members of Management and three (3) employees designated by the Union by mutual agreement of the Management of the local organization and the Union. These local committees shall meet quarterly, or more frequently by mutual consent, to discuss safety issues. Issues which remain unresolved may be referred to the joint Company-Union Safety Committee for discussion.

(2) Provisions for Safety of Employees: The Company continues to recognize that it has the responsibility to provide a work place free of recognized hazards that cause or are likely to cause death or serious physical harm to employees. The Company agrees to continue to provide a work place free of such hazards and shall adopt and use methods and processes and conduct such repairs and maintenance as are reasonably necessary to achieve that purpose. Protective devices, wearing apparel, and other equipment, necessary for the proper protection of employees in any department from injury, shall be provided by the Company in accordance with the practice now prevailing in such department.

(i) The Company may require employees to wear appropriate foot protection when performing their jobs.

(ii) When the Company requires an employee to wear safety shoes, the Company shall reimburse the employee for the cost of such shoes up to one hundred dollars (\$100.00) per employee

per calendar year effective December 31, 2000. All employees who are required to wear shoes with metatarsal guards and who purchase shoes which have such guards built in, thereby avoiding the need for the Company to provide Sanky foot protection, shall be reimbursed an additional ten dollars (\$10.00) towards the cost of such safety shoes. These safety shoe allowances shall be paid only for Company approved safety shoes upon submission of a valid bill of sale or other proof of purchase for the shoes.

(3) Chemical Substance Abuse Program: The Company and the Union recognize that chemical substance abuse in the workplace and affecting the workplace constitutes a serious threat to the health and safety of the employees and to society. To meet the threat and avert its consequences, the parties will cooperate to achieve the goal of a safe and healthful drug-free work environment through the established Drug Awareness Program. To that end, this Contract provides substantially increased medical benefits for those in need of treatment for chemical substance abuse. It is agreed that the Program will not be applied discriminatorily to any employee, and that discipline imposed upon any employee shall be subject to the grievance procedure and arbitration.

The Company shall have the right to require that any or all employees be subject to random drug testing, utilizing the procedures for such testing set forth in the Department of Transportation Procedures for Transportation Workplace Drug Testing Programs (49 CFR Part 40), at a rate to be determined by the Company, provided that such rate shall be no greater than the

rate set forth in such Procedures, and to take appropriate action under the Chemical Substance Abuse Program based upon the results of such testing.

The foregoing shall not require the Company to limit in any way the drug and/or alcohol testing policies, practices and procedures already in effect or required by law or regulation.

42. ***Work in Stormy Weather:*** Work by field forces in stormy weather, excepting emergency work for which protective apparel will be provided, shall not be required in the vicinity of outside live wires or live wire service equipment, and shall not be required if the weather conditions are deemed by the Company to jeopardize health or person. Employees who are required to stand by because of weather conditions will be paid at the normal rate of compensation in the same manner as if they had performed their regular work.

Article XI

DIRECTION OF WORKING FORCES; FAIR TREATMENT FOR EMPLOYEES

43. ***Management and Operation of the Business; Rights of Employees and the Union:***

(1) The right and power to select and hire all employees, to suspend, discipline, demote or discharge them for reasonable cause, to promote them to supervisory or other positions, to assign, supervise and direct all working forces, to maintain discipline and efficiency among them, and to exercise the other

customary functions of the Management for the carrying on of the business and operations, are recognized as vested exclusively in the Company. Such right and power shall not be exercised arbitrarily or unfairly as to any employee and shall not be exercised so as to violate any provision of this Contract. No rule, procedure or practice of the Management shall be contrary to any provision of this Contract.

(2) The Management agrees that as to major changes in business methods or practice or in the manner of operating units of the business, it will give advance information to the Union as to such contemplated changes as would reduce the number of employees of the Company or the pay of the employees in a job classification or work group or would cause the transfer of a substantial proportion of the employees in a job classification or work group into one or more other classifications or work groups.

(3) The provisions of this Paragraph shall not preclude the presentment and adjustment, through the grievance procedures hereunder and, if need be, arbitration under Paragraph 49, to the extent provided in this Paragraph, of any grievance based upon a claim by any employee that any provision of this Contract has been violated as to him. If any employee claims that he has been discriminated against or treated arbitrarily or unfairly by any action taken by the Management under its rights and powers recognized by this Paragraph, such a grievance may be submitted for adjustment through the grievance procedures hereunder. If a grievance of an employee is that the Management's action under this Paragraph has been exercised arbitrarily and capriciously as

to him, then such grievance, if not adjusted through the grievance procedure shall be arbitrable under the provisions of this Contract.

44. (a) **Promotion:** In all cases of promotion or transfer of employees from one classification to another, the following factors shall be considered:

- (1) Length of continuous service;
- (2) Knowledge, training, ability, skill and efficiency;
- (3) Physical fitness; and
- (4) Attendance record.

Where factors (2), (3) and (4) are relatively equal, the length of continuous service shall govern. If action contrary to the foregoing is taken by the Company, any employee who is aggrieved thereby may present a grievance for adjustment or determination as provided in Article XII of this Contract.

(b) Promotions shall continue to be made as required for the duration of this Agreement, and shall continue to be discussed as in the past.

(c) Any such promotion which occurs shall be effective on the first Sunday of the pay period following notice of such promotion to the employee by his or her supervisor or such earlier date as may be agreed to between the Union and Local Management.

(d) In those cases involving promotions where employees of

one department have been accepted by another department to fill a vacancy for which a regular posting has been made, such employees will be released from their former duties, not more than twenty (20) days from such acceptance.

(e) In order to properly assess the standards set forth in item (a)(2) above, namely; knowledge, training, ability, skill and efficiency, the Company in accordance with Federal Law and the Equal Employment Opportunity Commission's guidelines will require appropriate testing in all cases of promotion or transfer from one classification to another.

(f) No employee shall apply for more than three job transfers during any twelve-month period. Any transfer applications in excess of this number may be rejected by management without any consideration of their merits.

(g) Newly hired employees in the job titles of General Utility Worker and Customer Field Representative, may not seek a lateral transfer to another position until one (1) year after the effective date of the employee's hire. Thereafter, the provisions of subparagraph (f) above shall apply.

45. *Protection of Employees as to Layoff, etc.:*

(1) While the Company has no present intention for the duration of this Contract, if at any time it becomes necessary, in the opinion of the Company, to lay off employees for lack of work or other proper cause in a department of the Company, or to transfer or demote employees to such extent as will avoid the

making of one or more imminent layoffs (but only if the Management is of the opinion that such layoffs would otherwise be necessary), in the selection of any employees who are to be laid off, transferred or demoted, preferred consideration shall be given to length of continuous service in the Consolidated Edison System. The Company reserves the right to determine the number of employees to be laid off, transferred or demoted, and the job classifications or work groups from which employees will be selected. In the event of a surplus of employees in a department, any employee who has been transferred into and has served less than one (1) year in a department shall be returned to the department from which he was transferred before any other employee is laid off, transferred or demoted, and any further consideration of laying him off shall be based upon the application, in the department to which he is returned, of the requirements of this paragraph. If conditions at any time arise in any department by reason of which layoffs will in the opinion of the Company become necessary, an alternative plan for sharing the work in lieu of such layoffs shall be offered by the Company to the Union for its consideration, where the conditions are such that in the judgment of the Company the submitted plan would, if approved by the Union, be practicable.

(2) ***Employment Preference for Former Employees:*** In recognition of their experience and training with the Company, employees who resign under creditable circumstance, or who are released because of disability due to Panel Action, or who are released as a result of the Permanent Limited Duty Policy, will be

given preferred consideration for reemployment provided: (a) suitable job vacancies exist for which they are qualified; (b) their prior employment records were satisfactory; and (c) they are physically qualified for reemployment as determined by an examining physician of the Company.

(3) ***Protection of Employees with Permanent Medical Restrictions:*** An employee who cannot hereafter perform his regular duties due to the imposition of permanent medical restrictions and whose record has in all respects been satisfactory, will be assigned to some work function which the employee is capable of performing provided such other work is available and the employee is qualified. The Company will provide basic training to the employee for such other available work assignment in accordance with its present policy. On a case by case basis and if basic training is not practicable under the Company's present policy, employees with ten (10) or more years of service may be given more comprehensive training for available work. It is understood that such comprehensive training will not apply to all job titles.

Employees with ten (10) or more years of service with the Company will retain the same job title for the duration of their employment with the Company and will continue to receive the same rate of compensation as theretofore, regardless of the range of pay commensurate with the job classification pay for such other work function, but shall not be eligible for wage increases beyond the maximum rate for that work function which

the employee is performing, except as provided for in Exhibit I, Part 1, Paragraph (f). An employee with less than ten (10) years of service with the Company will receive either his present rate of pay or the maximum hourly rate of pay for the title he is assigned, whichever is lower.

(4) **Job Security:** During the past several years a number of technological changes have been made in the Company's business and operations. The Company and the Union have generally been able to work out transfers of employees affected to other jobs with titles and rates of pay comparable to their previous jobs.

An effort will be made to continue this practice. However, the Company hereby states that while certain changes in methods and procedures may be made during the contract term, the Company agrees that employees affected will, in cooperation with the Union, be transferred without reduction in pay. While this declaration of agreement must be at the risk of the business, the Company, nevertheless, believes that it will be able to carry this declaration through the contract term.

46. **Transfers:** The Company will require departments to take into consideration the residence of employees, before transfers from one division to another. Operating conditions may at times require the transfer of an employee to another division, regardless of place of residence; but where in the opinion of the Company it can be arranged, the employees to be transferred will be selected from those employees for whom the transfers would not involve a

considerable increase in transportation expense and traveling time.

Article XII

GRIEVANCES AND THEIR ADJUSTMENT; ARBITRATION

47. *Definition of Grievance under this Contract:*

1) A Grievance is defined as any controversy, dispute or difference arising out of the meaning or application of this Contract or affecting the relationship between any employee or the Local Union and the Company.

2) Changes in general business practice, the manner of operating units of the business, the control and direction of working forces, the selection of personnel (subject, however, to the specific provisions as to seniority and for the various preferences), the performance of the Company's public obligations as a regulated public utility, and other business and operating questions, shall not give rise to a grievance of employees or of the Local Union.

48. *Grievance Procedure and Rules of Grievance:* Any grievance which arises under and by virtue of this Contract may be presented by the Local Union or the aggrieved employee and shall be governed by the provisions of this Article and by the Rules of the Grievance Procedure herein. Any grievance shall be considered promptly and all parties shall make reasonable efforts to adjust or settle the same. Nothing contained in these procedures or in this Contract shall be construed or applied so as

to limit or abridge in any way any right of individuals or groups of individuals under the Labor-Management Relations Act of 1947, as amended, or any other applicable statute, with respect to grievances.

Rule I: Mutual Modification of the Rules: Any provision of these Rules may be modified, waived or suspended, for the consideration and hearing of a particular grievance, only by an agreement in writing between the President of the Local Union and the Vice President, Human Resources, of the Company. Any limitation of time contained in any Rule may be modified as to a particular grievance by an agreement in writing of the persons then considering such grievance as provided in these Rules, except as otherwise provided.

Rule II: Prompt Presentation of Grievances: Any grievance shall be presented promptly and within a reasonable amount of time, in writing, within thirty (30) calendar days after the Local Union or the aggrieved employee knew or reasonably should have known of the occurrence or events claimed to have given rise to the grievance, or else shall be deemed to have been waived, and this provision may be modified as to a particular grievance only between the President of the Local Union and the Vice President, Human Resources, of the Company, in writing. Any grievance not satisfactorily adjusted within the time limit in each Step shall be presented at the next Step in the procedure within fourteen (14) calendar days of the time stated for disposition in the prior Step, or shall be deemed to have been waived, provided further that, for good cause shown, this period may be extended by the President

of the Local Union and the Vice President, Human Resources, of the Company, to sixty (60) calendar days.

Rule III: Procedure as to Grievances of Employees: All grievances shall be considered in the Steps set forth hereinafter. No claim shall be made for the adjustment of any grievance retroactive to or as of any date beyond thirty (30) calendar days prior to the first filing of such written statement.

Steps of the Grievance Procedure:

Step One: Within thirty (30) calendar days after the Local Union or the aggrieved employee knew or reasonably should have known of the occurrence or incident claimed to have given rise to the grievance, a written grievance shall be submitted by the aggrieved employee or the Local Union representative to the Section or Department Manager or designee, and a copy shall immediately be provided, thereafter to the aggrieved employee's *immediate supervisor or designee*, and, *provided further, that not more than fourteen (14) calendar days from the date of first submission of the grievance, shall be allowed for a written response to the grievance at this step.*

Step Two: Within fourteen (14) calendar days from receipt of the Company's decision at Step One, the written grievance may be submitted by the Business Agent representing employees in the department to the General Manager in charge of the department or designee, *provided further, that not more than fourteen (14) calendar days from the date of such submission shall be allowed for the handling and disposition of the grievance at this step.*

Step Three: Within fourteen (14) calendar days from receipt of the Company's decision at Step Two, the written grievance may be submitted by the Senior Business Agent representing employees in the department or designee to the Vice President in charge of the department or designee, provided that not more than fourteen (14) calendar days from the date of such submission shall be allowed for consideration and disposition of the grievance. In the event of the failure to resolve the grievance, it may be submitted to arbitration as provided in this Article by the President of the Local Union or designee or by the Vice President, Human Resources, or designee. The President of the Local Union or designee and the Vice President, Human Resources, or designee shall continue to meet periodically to review and attempt to resolve any outstanding grievances. Meetings shall be scheduled within thirty (30) calendar days of the date of a request for such meeting.

Rule IV: Additional Procedures:

(a) If the claimed grievance is of the Local Union against the Company, the President of the Local Union shall present the matter in writing to the Vice President, Human Resources, of the Company. Not more than fourteen (14) calendar days from the date of submission of such grievance shall be allowed for such consideration and disposition of the grievance. In the event of a failure to resolve the matter, the grievance may be submitted to arbitration in accordance with the provisions of this Contract.

(b) A claimed grievance as to the suspension, discharge or

release of an employee shall be presented, by the employee or by the Local Union on the employee's behalf, within fourteen (14) calendar days from the date of the employee's suspension, discharge or release, and may be taken up and disposed of within fourteen (14) calendar days from the date of the stating and filing of the grievance in writing, unless a reference of such grievance to Arbitration has been invoked meanwhile by either party to this Contract.

(c) In cases of suspensions, discharge or release of an employee, the Company shall provide the Local Union and the employee with a written statement of the grounds for such action within seven (7) calendar days of such suspension, discharge or release. The Company may modify, amend, or supplement this statement at any time thereafter.

(d) Any payment of back wages which may result from an arbitration award herein shall be offset by any unemployment insurance, workers' compensation, or other compensation the employee may have received during the time of the employee's separation from the payroll.

(e) The Union shall maintain an internal committee to review all demands for arbitration - either pending or presented during the term of this agreement - with the objective of substantially reducing arbitration submissions by eliminating unmeritorious cases.

49. **Arbitration of Grievances:**

1) If a grievance is not adjusted or disposed of to the satisfaction of the parties in accordance with the Grievance Procedure and it is the desire of either party to arbitrate, the moving party shall so notify the other in writing. Such notification shall include the name of the Union representative with respect to the arbitration, a copy of the grievance, the specific contractual provisions alleged to have been violated and a statement of the moving party's contention as to the grievance.

2) Upon written request, either party shall provide information relevant to the matters to be arbitrated within fourteen (14) calendar days prior to the opening of the arbitration hearing, if practicable. Relevant Company medical records requested by the Union in writing shall be provided upon receipt of an appropriate written release from the employee authorizing such disclosure to the Union. Disputes concerning requests for records or other materials in a case may be presented to the Arbitrator, but always on notice to the other party, for resolution.

3) **Scope of Arbitrability:**

(a) An Arbitrator shall have no jurisdiction, power or authority to amend, modify, supplement, vary or disregard any provision of this Contract in any respect whatsoever.

(b) Nothing in the Contract shall be construed as obligating either party to arbitrate the terms of any contract or agreement to be entered into upon a termination of this Contract.

(c) If a question arises as to whether or not a defined grievance or stated issue is arbitrable under the provisions of this Article and Contract, including, but not limited to, whether or not a particular claim or grievance is a grievance, the question may be submitted to arbitration hereunder at the request of either party. Challenges to arbitrability shall be presented to the Arbitrator and to the other party no later than five (5) calendar days prior to the opening of the hearing, if practicable. The Arbitrator, after considering the basis of any challenge to arbitrability and any response thereto, shall (if neither party had exercised its right to bifurcate the hearing) decide whether the challenge should be heard at a hearing, and if so, whether alone or together with the merits of the case, or whether it should be decided by other means, such as on the basis of written arguments by the parties. When a demand for arbitration is found to be inadequate to put the Company on notice of an issue which may comprise the basis of a challenge to arbitrability, such challenge may be filed within a reasonable time after the Company is so notified.

(d) No grievance shall be referable to arbitration that has not previously been submitted in writing as required by the Grievance Procedure and the requested arbitration shall be limited to the said written grievance.

4) *Selection of Arbitrators:*

(a) The parties shall meet periodically to establish and maintain a panel of a mutually agreed upon number of arbitrators. In individual cases, either party may elect to bypass the panel of

arbitrators and submit the dispute to the American Arbitration Association. Arbitrators shall be removed from the panel upon thirty (30) calendar days written notice of either party.

(b) Arbitration cases shall be jointly scheduled by the Union and the Company. Cases shall ordinarily be scheduled in the order in which the demands for arbitration are submitted, except that safety and termination cases shall have priority. Either party may, for good and sufficient reasons, request to schedule a case out of normal order, consent to which request shall not be withheld without good and sufficient reasons. Any disputes over hearing dates shall be addressed, in the first instance, by the Director of Case Management and the Vice President of the Union, and then, absent their agreement, by the President of the Local Union and the Vice President, Human Resources. Arbitrators shall be assigned to cases randomly through a system to be mutually agreed upon by the parties.

5) Hearing, Award and Enforcement:

(a) Matters pertaining to arbitration, including rules governing arbitration proceedings and adjournments, shall be conducted pursuant to the Labor Arbitration Rules of the American Arbitration Association subject to such other procedural rules established by the parties and consistent with the terms of the Contract, and provided further that any reference in the American Arbitration Association rules requiring the intervention of or administration by the American Arbitration Association is not applicable. If the dispute is submitted to the American Arbitration

Association pursuant to subparagraph 4 (a) above, however, such arbitration shall be conducted pursuant to the Labor Arbitration Rules of the American Arbitration Association.

(b) Any party may proceed without any particular witness or witnesses, including the grievant, and may present its case through any appropriate evidence, with each party retaining the right to make appropriate objections and argue the weight of the evidence. The Arbitrator may choose, in his or her discretion, to accord little or no weight to hearsay evidence (if admitted into evidence) and may also consider, to any extent which he or she deems appropriate, the failure of a party or witness to be present to testify and submit to cross-examination. All documentary evidence must be submitted by close of the hearing unless the Arbitrator directs its subsequent production.

(c) Such arbitration shall thereupon proceed to hearing, decision and award, but shall be subject at all stages to the limitations of jurisdiction and authority which are stated in subparagraph (3) hereof. In all matters not inconsistent herewith, such arbitration and the decision and award therein shall be governed by Article 75 of the Civil Practice Law and Rules of the State of New York; and proceedings upon and as to the decision and award of the Arbitrator including the review and enforcement of the award, shall be in accordance therewith.

6) Binding Effect of Decision and Award: Subject to the outcome of such proceedings as may be had respecting the decision and award, the Company and the Union each agree to

abide by and comply with the decision and award of the Arbitrator, so long as this Contract is in force.

7) Expenses of the Arbitration: The compensation and expenses of the Arbitrator and the expenses for the hearing room or other administrative charges shall be borne and paid equally by the Company and the Union, except that each party shall be responsible for the costs of its own portion of the case, including fees and expenses for attorneys and witnesses.

50. **Lockouts, Strikes, Suspensions of Work, etc.:** In view of the comprehensive provisions contained in this Article for the consideration and adjustment of grievances of employees and the Union, for the hearing and determination of such grievances through suitable procedures, and for the arbitration of grievances or stated issues therein by a Board of Arbitration, and in view of the public obligation of the Company to render adequate and continuous service, the Company and the Union respectively agree that there shall be no lockout by the Company and that there shall be no strike, quitting, suspension, retarding or stoppage of work, by any employee or employees, or any action by the Union to that end, at any time while this Contract is in effect.

Article XIII

GENERAL PROVISIONS

51. **Considerations to be Taken into Account:** The parties hereto agree that in all actions taken and all determinations made under this Contract, including those by the Board of Arbitration,

the following factors and considerations, with any others pertinent to the particular matter, shall be taken into account and given weight:

(a) The relatively high degree of continuity of employment which the Company has been able (and intends to use its best efforts in the future) to secure and retain for its employees in the regular operating departments of the enterprise, save such types of work as are in their nature seasonal or sporadic;

(b) The fact that the Company is a regulated public utility under the public obligation to operate efficiently and economically and to maintain adequate and continuous service, and, as such a public utility, is unable to increase its rates and charges for services rendered consumers without securing the approval or permission of the Public Service Commission of the State of New York according to law; and

(c) Any existing and duly proclaimed state of war or other national emergency affecting the Company.

52. **Avoidance of Conflicts of Relationship:** The Union agrees that the following should not become or remain members of the Union:

(a) An employee who holds a supervisory position by virtue of which he is the authorized representative of the Company to whom grievances hereunder may be presented by the Union, in first instance or at any subsequent stage;

(b) An employee who holds a supervisory position by virtue of which he has the power to hire, discharge, promote, demote or

transfer other employees, or who regularly has the duty of recommending the hiring, discharge, promotion, demotion or transfer of employees, and whose action might thereby become the subject of a "grievance" or "dispute" hereunder;

(c) Armed guards and special patrolmen;

(d) Secretaries and administrative assistants for officers and department heads;

(e) Employees performing the work of: General Investigator, Special Investigator, Investigator A, and Investigator B, in the Law Department;

(f) Employees performing Major Service Representative work in the Division Engineering Departments;

(g) Employees performing Major Account Representative work in the Customer Service Department; and/or

(h) Employees performing the function of tree trimming inspector in Westchester Customer Service and employees performing the function of driver training instructor.

In the event of a disagreement between the Company and the Union as to the inclusion or exclusion of any employee from eligibility by reason of the above provisions of this Paragraph, the matter shall be finally determined by a Board of Arbitration.

53. Use of Gender: The use of the masculine or feminine gender in this agreement shall be construed as including both genders and not as a sex limitation unless there is a bona fide occupational requirement.

Article XIV

DURATION OF CONTRACT; NEGOTIATIONS

54. *Duration and Termination; Annual Consideration of Wages, etc.:*

(1) This Contract shall be in force through June 26, 2004, and shall continue in force from year to year thereafter, unless terminated as hereinafter provided.

(2) Through June 26, 2004 and subject to Paragraph 40 hereof the agreements set forth in Exhibit "I" attached hereto and made a part hereof shall constitute a final and conclusive settlement as to wages, increases and wage adjustments and as to any and all other claims, demands and proposals raised, or any other proposals of whatever nature, which might have been raised by either party for discussion and negotiation between the parties for this new Contract or otherwise.

(3) Upon notice, by either party to the other, the parties, as mutually agreed, may begin, not more than ninety (90) days prior to the date upon which the Contract can be terminated in any year, negotiations with respect to any matter covered by or arising out of this Contract. If such negotiations are not concluded prior to sixty (60) days before such date in any year and if no notice of termination is given, negotiations shall continue as provided in subdivisions (5) and (6) of this Paragraph.

(4) Not less than sixty (60) days before the date upon which the Contract can be terminated in any year, either party may notify

the other, in writing, that it elects to terminate the Contract as of such date. In that event, negotiations between the parties shall be begun forthwith as to a new Contract.

(5) If notice of termination is not given by either party in any year, negotiations with respect to any matter covered by or arising out of this Contract shall be begun at the Quarterly Conference in January, for the period during which the Contract will continue in effect. If the parties fail to agree as to any proposals concerning wages or hours, or as to any proposals concerning working conditions which are not contrary to or inconsistent with this Contract, the proposals not agreed on may be submitted by either party to a Board of Arbitration constituted pursuant to Paragraph 49 hereof.

(6) The jurisdiction and powers of the Board of Arbitration shall be limited to the proposals in dispute as to wages, rates and ranges of pay, wage rate schedules, the continuance or discontinuance or modification of the Wage Progression Plan, including the provisions thereof as to the amount and frequency of wage progression increases, or hours of work. In respect to these matters so specified (but not in any other respect), the Board of Arbitration shall have the power to amend or supplement the provisions of this Contract as to such matters in such respects as it expressly formulates and states to constitute such amendments or supplements, if it finds such action to be necessary or proper for giving effect to its determination as to such matters.

(7) If the Union, at any time while this Contract is in force, ceases to be the certified and exclusive bargaining representative of all of the employees covered by this Contract, this Contract shall automatically expire and terminate as of the next date upon which it can be terminated as herein provided.

55. Successor Clause and Notice:

(1) The parties to this Contract agree that it shall have force and effect as between them as herein named and described, and that this Contract, for any part of its term, shall be binding on the parties, their lawful successors and assigns.

(2) The Company agrees that it will provide written notice of the existence and the terms of the Contract to any purchaser of all or a significant part of its generating facilities.


(3) If the above-named Local Union is merged into or consolidated with any other Local Union of the Union, this Contract shall continue in force as between the Company and the successor Local Union resulting from such merger or consolidation.

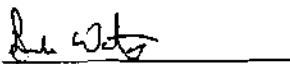
IN WITNESS WHEREOF, CONSOLIDATED EDISON COMPANY OF NEW YORK, INC., and the UTILITY WORKERS UNION OF AMERICA, AFL-CIO, and its Local Union No. 1-2 have each signed this formal Contract effective as of June 25, 2000, except as otherwise expressly stated.

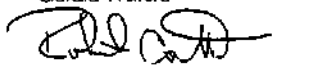
THE SIGNATORIES in behalf of the UTILITY WORKERS UNION OF AMERICA, AFL-CIO, and its Local 1-2, attest that the

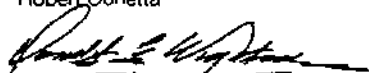
Contract effective as of June 25, 2000, was duly authorized by vote of the members of Local Union No. 1-2, and that their execution of the Contract is within the authority vested in them by the vote of the members of Local Union No. 1-2. The signatories on behalf of the CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. attest that the Contract, effective as of June 25, 2000, was duly authorized by its Board of Trustees at a meeting regularly convened and held, and that their execution of the Contract is within the authority vested in them by the Board of Trustees at a meeting regularly convened and held.

FOR THE UNION


Emanuel J. Hellen


Gerald Waters


Robert Conetta


Donald E. Wightman

FOR THE COMPANY


Richard P. Cowie


Ross A. Rimicci

Exhibit I

WAGE ADJUSTMENTS, WAGE PROGRESSION AND OTHER MATTERS FOR THE CURRENT CONTRACT TERM

Part I

WAGE INCREASES

The following wage increases will be granted to each eligible employee who is on the active weekly payroll on the effective date of such increase. On the effective date of each increase, the minimum and maximum rates of pay for all job titles shall, as reflected in the Statement of Job Titles and Established Minimum-Maximum Hourly Rates of Pay in Part 5 of this Exhibit, be raised by the percentage of the increase.

(a) For the period June 25, 2000 through June 23, 2001:

1. Effective June 25, 2000, a 3.0% general wage increase for all regular employees.
2. Effective June 25, 2000, a 0.5% increase for all regular employees whose records have in all respects been satisfactory.
3. The wage increases effective on June 25, 2000 will be applied to each eligible employee's basic straight-time hourly rate in effect on June 24, 2000.
4. The period for determining an employee's eligibility for the foregoing 0.5% wage increase for which eligibility depends upon a record which has in all respects been satisfactory, shall be from May 16, 1999 to May 13, 2000.

(b) For the period June 24, 2001 through June 29, 2002:

1. Effective June 24, 2001, a 3.0% general wage increase for all regular employees.

2. Effective June 24, 2001, a 0.5% increase for all regular employees whose records have in all respects been satisfactory.

3. The wage increases effective on June 24, 2001 will be applied to each eligible employee's basic straight-time hourly rate in effect on June 23, 2001.

4. The period for determining an employee's eligibility for the foregoing 0.5% wage increase for which eligibility depends upon a record which has in all respects been satisfactory shall be from May 14, 2000 to May 12, 2001.

(c) For the period June 30, 2002 through June 28, 2003:

1. Effective June 30, 2002, a 3.0% general wage increase for all regular employees.

2. Effective June 30, 2002, a 0.5% increase for all regular employees whose records have in all respects been satisfactory.

3. The wage increases effective on June 30, 2002 will be applied to each eligible employee's basic straight-time hourly rate in effect on June 29, 2002.

4. The period for determining an employee's eligibility for the foregoing 0.5% wage increase for which eligibility depends upon a record which has in all respects been satisfactory shall be from May 13, 2001 to May 18, 2002.

(d) For the period June 29, 2003 through June 26, 2004:

1. Effective June 29, 2003, a 2.5% general wage increase for all regular employees.

2. Effective June 29, 2003, a 0.5% increase for all regular employees whose records have in all respects been satisfactory.

3. The wage increases effective on June 29, 2003, will be applied to each eligible employee's basic straight-time hourly rate in effect on June 28, 2003.

4. The period for determining an employee's eligibility for the foregoing 0.5% wage increase for which eligibility depends upon a record which has in all respects been satisfactory shall be from May 19, 2002 to May 17, 2003.

(e) The application of the foregoing wage increases will be subject to the following:

The increases will not cause the rate of pay of any employee to exceed the newly established maximum rate of pay for his/her classification, provided that an exception will be made in the case of a QOM, Q or OM employee (a limited duty employee or an employee whose rate of pay exceeds the established maximum rate for the job classification in which such an employee is working). Such an employee who meets the eligibility requirements for any increase shall be granted an amount equal to the wage increase percentage applied to the average straight-time hourly rate in effect prior to the applicable increase, or the wage increase percentage applied to his/her applicable base rate

of pay as of the day before the effective date of the applicable wage increase, whichever is lower.

Part 2

WAGE PROGRESSION PLAN

(a) The Wage Progression Plan shall permit a regular employee whose record has in all respects been satisfactory to progress from the minimum rate of pay to the maximum rate of pay for his/her job title.

Wage progression increases in the amount of forty-five cents (\$0.45) per hour (\$18.00 per week), shall be effective on the following dates:

- . October 29, 2000
- . February 25, 2001
- . October 28, 2001
- . February 24, 2002
- . October 27, 2002
- . February 23, 2003
- . October 26, 2003
- . February 29, 2004

The period for determining an employee's eligibility for each of the foregoing progression increases shall commence one month prior to the effective date of the preceding progression increase and will conclude one month before the effective date of the increase for which the employee is being evaluated. Employees who have been absent more than fifty percent (50%) of their scheduled

work time during this period shall not be eligible to receive this wage progression increase.

(b) An employee who is sick, on leave, or suspended on any of these Wage Progression Increase dates, and who is eligible to receive a progression increase under subparagraph (a) above, will be eligible for the progression increase otherwise applicable to that date effective the first Sunday following his/her return to the active payroll except that an employee who returns on his/her first scheduled day of work shall be granted the increase effective that week. If absence continues beyond the date of the next progression or progressions, the employee will be eligible for only the last progression missed if the employee is otherwise eligible under subparagraph (a) above for such progression.

(c) Temporary and permanently limited duty employees shall be reviewed with the intent of granting said employees a normal progression increase.

(d) An employee receiving an increase because of temporary occupational change shall, upon his return to his regular title, receive no less than he would have received if he had remained in his regular title and was subject to progression increases.

Part 3

PROMOTIONS AND STRUCTURAL CHANGES

Provision is hereby made for promotions and for the discussion and adjustment of problems which may arise out of Company decisions in connection with the Company's operations or structural changes affecting titles and work conditions.

For the duration of the terms of this Contract, but without commitment thereafter, the Company will continue a guaranteed Promotional Program.

The parties will discuss promotions and problems arising out of structural changes in Company operations.

Part 4

BENEFITS

A. **Health Care Benefits:** Except as set forth below, the health care and flexible benefits program known as "Choices" shall continue as in effect on June 24, 2000:

1. For Medical Choice 1 under the participating provider organization medical plan (currently the GHI Comprehensive Benefits Plan):

(a) the office visit copayment will be increased effective January 1, 2003 from \$12 to \$14;

(b) the individual/family annual deductibles will be increased effective January 1, 2001 from \$250/\$750 to \$300/\$900 and effective January 1, 2003 from \$300/\$900 to \$350/\$1,050;

(c) the individual/family annual out-of pocket limit (including deductibles) will be increased effective January 1, 2001 from \$2,000/\$6,000 to \$2,100/\$6,300 and effective January 1, 2003 to \$2,200/\$6,600; and

(d) the lifetime maximum limit per person will be increased, effective January 1, 2001, from one million dollars (\$1,000,000) to two million dollars (\$2,000,000). (The increased limit takes into account benefits paid prior to January 1, 2001.)

2. For Medical Choice 2 under the medical indemnity plan (currently United HealthCare Comprehensive Medical Plan):

(a) the individual/family annual deductibles will be increased effective January 1, 2001 from \$250/\$750 to \$300/\$900 and effective January 1, 2003 from \$300/\$900 to \$350/\$1,050;

(b) the annual out-of-pocket limit (including deductible) will be increased effective January 1, 2001 from \$900 per person to \$1,000 per person and effective January 1, 2003 from \$1,000 per person to \$1,200 per person;

(c) the lifetime maximum limit per person will be increased, effective January 1, 2001, from one million dollars (\$1,000,000) to two million dollars (\$2,000,000) (The increased limit takes into account benefits paid prior to January 1, 2001); and

(d) Effective January 1, 2001, the plan will cover for each employee and his/her spouse up to \$100 for the cost of a routine physical exam – once a year at age 40 and over, once every two (2) years at ages 30-39 and once every three (3) years at ages 20-29. The benefit is not subject to the annual deductible and office

visit copayment. Costs of the physical in excess of the \$100 allowance will be counted towards deductibles, annual out-of-pocket limit and lifetime maximum limit.

3. For Medical Choice 3 under the participating provider organization medical plan (currently the United HealthCare Comprehensive Medical Plan):

(a) the office visit co-payment will be increased effective January 1, 2003 from \$12 to \$14;

(b) the individual/family annual deductibles will be increased effective January 1, 2001 from \$250/\$750 to \$300/\$900 and effective January 1, 2003 from \$300/\$900 to \$350/\$1,050;

(c) the individual/family annual out-of pocket limit (including deductibles) will be increased effective January 1, 2001 from \$2,000/\$6,000 to \$2,100/\$6,300 and effective January 1, 2003 to \$2,200/\$6,600; and

(d) the lifetime maximum limit per person will be increased, effective January 1, 2001, from one million dollars (\$1,000,000) to two million dollars (\$2,000,000). (The increased limit takes into account benefits paid prior to January 1, 2001.)

4. Prescription Benefits: Effective January 1, 2001, under the Prescription Drug/Vision Care Choice 1, copayments for the card program will be increased from \$10 to \$12 for brand-name drugs and there will be an annual deductible of \$25 per family.

5. *Dental Benefits: Under Dental Choice 1 (currently the Metropolitan Life Dental Plan), effective January 1, 2001:*

(a) annual deductible of \$25 per person will apply for use of a participating dentist under the preferred dentist program;

(b) the annual deductible applicable for use of a provider outside the preferred dentist program will be increased from \$100 per person to \$150 per person;

(c) the annual maximum limit for preventive, basic and major restorative services will be increased from \$1,300 to \$1,500 per person;

(d) the lifetime maximum limit for preventive, basic and major restorative services will be increased from \$6,500 to \$7,500 per person; and

(e) the lifetime maximum benefit limit for each child's orthodontia will be increased from 50% of reasonable and customary (R&C) charges up to \$1,800 to 50% of the R&C charges up to \$2,000.

6. *Vision Care Benefits will be changed, effective January 1, 2001:*

(a) *Coverage for eyeglass frames will increase from a retail value of \$100 to a retail value of \$150 once in a 24 month period;*

(b) *The following lenses will be added to the list of lenses provided at no cost once in a 24 month period: (i) standard progressive, (ii) invisible bifocals, (iii) daily-wear contacts, (iv)*

extended wear contacts, (v) one three-month supply of disposable contacts, (vi) photosensitive single vision, (vii) photosensitive bifocal vision, and (viii) cataract lenses;

(c) Tints: sunglasses and glass sun sensitive;

(d) Coatings: ultra-violet; and

(e) Network Size: an increase in the number of participating providers.

7. The Company shall have the right to fix the rate of employee weekly contributions for individual and family coverage under the Choices Program; provided that such rate shall not exceed \$22.00 for individual coverage and \$39.00 for family coverage effective January 1, 2001; \$23.00 for individual coverage and \$41.00 for family coverage effective January 1, 2002; and \$24.00 for individual coverage and \$43.00 for family coverage effective January 1, 2003.

8. Effective January 1, 2001, an unmarried dependent child who is a full-time student will be eligible for hospital, medical, dental, prescription drug and vision care benefits until the end of the calendar year of the earlier of the year in which he or she attains age 25 or is no longer a full-time student.

B. **Retirement Plan:** Except as set forth below, the Company shall continue The Consolidated Edison Pension and Benefits Plan (the "Pension Plan") as in effect on June 24, 2000:

1. For employees who have an effective retirement date

after November 30, 2000, one hundred percent (100%) of the aggregate amount of an employee's pay attributable exclusively to premium pay for night, midnight and Sunday premium covered in paragraph 11 of the Labor Contract will be added to the employee's Annual Basic Straight-Time Compensation for purposes of determining the employee's Final Average Pay under the Final Average Pay pension benefit formula only.

2. The Union agrees: (a) that, for the term of the Labor Contract it will not seek any further change in the benefits and qualifications of employees or any other provisions of the Pension Plan; and (b) that the Board of Trustees of the Company may amend the Pension Plan, or any plan or plans which may be adopted amending the Pension Plan: (i) as it may deem necessary or desirable, provided that, for the term of the Labor Contract, no such amendment shall reduce the benefits or increase the qualifications, as heretofore provided in the Pension Plan, or (ii) in order to comply with the Employee Retirement Income Security Act of 1974, or any other applicable law; provided that, the Union shall be notified promptly after any such amendment.

C. *Retirement Income Savings Plan for Weekly Employees:*

The Company shall continue The Retirement Income Savings Plan for Weekly Employees (the "Savings Plan") as in effect on June 24, 2000 except that the following changes will be made:

1. (a) The maximum "participating contributions" that may be elected by participants will be increased as follows:

<u>Effective Date</u>	<u>Participating Cents Per Hour</u>		<u>Non-Participating Cents Per Hour</u>
	<u>From</u>	<u>To</u>	
Jan. 1, 2001	\$0.97	\$1.02	Up to I.R.S. limits as set forth in paragraph C.1 (b) below
Jan. 1, 2002	\$1.02	\$1.07	
Jan. 1, 2003	\$1.07	\$1.12	
Jan. 1, 2004	\$1.12	\$1.17	

(b) Effective January 1, 2001, the aggregate limit of participating and nonparticipating contributions shall be increased to \$6.75 per hour, subject to Internal Revenue Code limits.

2. Effective January 1, 2001, or as soon thereafter as practicable, up to four new investment funds will be added to the investment options currently offered.

3. On or before December 31, 2001, the administrative fee/charge of \$10 per calendar quarter currently deducted from participant's account balance will be eliminated.

4. The Union agrees that for the term of the Labor Contract it will not seek any further change in the benefits and qualifications of employees or any other provisions of the Savings Plan and that the Company may amend the Savings Plan, or any plan or plans which may be adopted amending the Savings Plan: (a) as it may deem necessary or desirable, provided that for the term of this Labor Contract, no such amendment shall reduce the benefits or increase the qualifications as heretofore provided in the Savings Plan, and (b) in order to comply with the Employee Retirement Income Security Act of 1974 or other applicable law; provided that the Union shall be notified promptly after any such amendment.

D. **Life Insurance:** The Company-provided group term life insurance program shall continue as in effect on June 24, 2000.

E. **Long Term Disability Plan:** The Company shall continue the Long Term Disability Plan as in effect on June 24, 2000, except that weekly contributions per \$100 of base pay by employees for coverage in excess of the base benefit will be decreased, effective January 1, 2001, from \$0.85 to \$0.60.

F. **Eldercare:** The Company shall continue the Eldercare benefits as in effect on June, 24, 2000.

G. **Transportation Reimbursement Account Plan:** Effective January 1, 2001, the Company shall provide a new transportation reimbursement account plan. The plan shall provide for employees to allocate pre-tax pay to a transportation reimbursement account through payroll deductions and be reimbursed from the account for eligible transportation expenses.

Part 5
**STATEMENT OF JOB TITLES
AND
MINIMUM-MAXIMUM HOURLY RATES OF PAY**

This statement sets forth the job titles and minimum-maximum hourly rates of pay established for the Wage Progression Plan as provided by this agreement from June 25, 2000 to June 26, 2004.

The job titles are shown in alphabetical order within "X" or Non "X" schedules.

18 The job titles and applicable minimum-maximum rates of pay shown are effective for all wage administrative purposes on a continuing basis within appropriate departments as herein authorized. Temporary employees may be hired at rates of pay below the established minimum rates herein stated.

"X" SCHEDULE JOB TITLES

All "X" Schedule job titles which also appear on the Non "X" schedule as amended below shall hereafter be assigned only to employees who normally work on Sunday as part of their regularly scheduled work week; provided, however, employees who presently hold "X" schedule job titles shall be "grandfathered" for all purposes by which it is meant that they retain their status as "X" schedule employees so long as they remain within their present family of titles.

"X" SCHEDULE JOB TITLES

<u>JOB TITLE</u>	<u>JUNE 25, 2000</u>		<u>JUNE 24, 2001</u>		<u>JUNE 30, 2002</u>		<u>JUNE 29, 2003</u>		<u>DEPARTMENT</u>
	<u>MIN.</u>	<u>MAX.</u>	<u>MIN.</u>	<u>MAX.</u>	<u>MIN.</u>	<u>MAX.</u>	<u>MIN.</u>	<u>MAX.</u>	
Assistant Field Operator	12.02	22.55	12.44	23.34	12.88	24.16	13.27	24.88	Electric Operations
Assistant Storekeeper	18.69	28.77	19.34	29.78	20.02	30.82	20.62	31.74	Central Field Services Power Generation
Assistant Substation Operator	12.53	22.55	12.97	23.34	13.42	24.16	13.82	24.88	Central Substation Electric Operations
Attendant *	12.02	19.65	12.44	20.34	12.88	21.05	13.27	21.68	Appropriate Departments
Auto Mechanic A *	18.69	28.77	19.34	29.78	20.02	30.82	20.62	31.74	Central Field Services Maintenance And Construction
Auto Mechanic B *	12.53	22.55	12.97	23.34	13.42	24.16	13.82	24.88	Central Field Services Maintenance And Construction
Chauffeur	13.21	23.00	13.67	23.81	14.15	24.64	14.57	25.38	Appropriate Departments
Chief Line Constructor	24.97	30.10	25.84	31.15	26.74	32.24	27.54	33.21	Electric Operations
Chief Line Constructor H/v	26.18	31.53	27.10	32.63	28.05	33.77	28.89	34.78	Electric Operations
Chief Line Constructor Special	26.78	32.24	27.72	33.37	28.69	34.54	29.55	35.58	Electric Operations
Chief Stock Handler	12.53	22.55	12.97	23.34	13.42	24.16	13.82	24.88	Central Field Services Power Generation
Control Operator A	25.43	31.64	26.32	32.75	27.24	33.30	28.06	34.92	Power Generation

* Titles May Be Part Time

(1) Titles Retained For Incumbents As Of 6-22-96

(2) Titles Retained For Incumbents As Of 6-20-92

(3) Titles Retained For Incumbents As Of 6-24-00

"X" SCHEDULE JOB TITLES

JOB TITLE	JUNE 25, 2000		JUNE 24, 2001		JUNE 30, 2002		JUNE 29, 2003		DEPARTMENT
	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.	
Control Operator B	24.12	30.50	24.96	31.57	25.83	32.67	26.60	33.65	Power Generation
Customer Field Representative *	12.02	25.27	12.44	26.15	12.88	27.07	13.27	27.88	Customer Operations
Customer Service Representative X *	12.04	27.20	12.46	28.15	12.90	29.14	13.29	30.01	Customer Operations
Customer Service Rep Bilingual X *	12.30	27.49	12.73	28.45	13.18	29.45	13.58	30.33	Customer Operations
Electric Meter Technician A	18.69	28.77	19.34	29.78	20.02	30.82	20.62	31.74	Engineering
Electric Meter Technician B	12.53	22.55	12.97	23.34	13.42	24.16	13.82	24.88	Engineering
Electrical Technician	16.18	28.77	16.75	29.78	17.34	30.82	17.86	31.74	Appropriate Departments
Environmental Technician	16.18	28.77	16.75	29.78	17.34	30.82	17.86	31.74	Power Generation
Equipment Operator	12.53	23.00	12.97	23.81	13.42	24.64	13.82	25.38	Appropriate Departments
Equipment Operator Heavy	13.21	24.57	13.67	25.43	14.15	26.32	14.57	27.11	Central Field Services
Field Operator	18.69	29.32	19.34	30.35	20.02	31.41	20.62	32.35	Electric Operations
Gas Operating Mechanic	18.69	28.77	19.34	29.78	20.02	30.82	20.62	31.74	Gas Operations
Gas Turbine Operator	20.06	29.32	20.76	30.35	21.49	31.41	22.13	32.35	Power Generation
General Utility Worker	12.02	20.07	12.44	20.77	12.88	21.50	13.27	22.15	Appropriate Departments
Health Physics Technician	16.18	28.77	16.75	29.78	17.34	30.82	17.86	31.74	Power Generation
Inspector Planning	18.69	29.51	19.34	30.54	20.02	31.61	20.62	32.56	Electric Operations
Inspector 1 Gr	19.19	28.77	19.86	29.78	20.56	30.82	21.18	31.74	Appropriate Departments
Inspector 2 Gr	12.53	23.13	12.97	23.94	13.42	24.78	13.82	25.52	Appropriate Departments
Inventory Inspector	9.83	22.71	10.17	23.50	10.53	24.32	10.85	25.05	Corporate Accounting

* Titles May Be Part Time

(1) Titles Retained For Incumbents As Of 6-22-96

(2) Titles Retained For Incumbents As Of 6-20-92

(3) Titles Retained For Incumbents As Of 6-24-00

"X" SCHEDULE JOB TITLES

<u>JOB TITLE</u>	<u>JUNE 25, 2000</u>		<u>JUNE 24, 2001</u>		<u>JUNE 30, 2002</u>		<u>JUNE 29, 2003</u>		<u>DEPARTMENT</u>
	<u>MIN.</u>	<u>MAX.</u>	<u>MIN.</u>	<u>MAX.</u>	<u>MIN.</u>	<u>MAX.</u>	<u>MIN.</u>	<u>MAX.</u>	
Janitor	9.83	20.07	10.17	20.77	10.53	21.50	10.85	22.15	Power Generation Central Substation Electric Operations
Junior Electrical Technician	12.02	19.50	12.44	20.18	12.88	20.89	13.27	21.52	Appropriate Departments
Junior Environmental Technician	13.62	19.50	14.10	20.18	14.59	20.89	15.03	21.52	Power Generation
Junior Health Physics Technician	9.83	19.50	10.17	20.18	10.53	20.89	10.85	21.52	Power Generation
Junior Nuclear Electrical Technician	12.45	20.16	12.89	20.87	13.34	21.60	13.74	22.25	Power Generation
Junior Nuclear Environmental Technician	14.11	20.16	14.60	20.87	15.11	21.60	15.56	22.25	Power Generation
Junior Nuclear Health Physics Technician	14.11	20.16	14.60	20.87	15.11	21.60	15.56	22.25	Power Generation
Junior Nuclear Production Technician	12.45	20.16	12.89	20.87	13.34	21.60	13.74	22.25	Power Generation
Junior Production Technician	12.02	19.50	12.44	20.18	12.88	20.89	13.27	21.52	Power Generation
Junior Substation Operator	18.76	23.34	19.42	24.16	20.10	25.01	20.70	25.76	Electric Operations Central Substation
Lead Mechanic	25.07	30.20	25.95	31.26	26.86	32.35	27.67	33.32	Appropriate Departments
Lecturer Guide (3)	15.77	25.30	16.32	26.19	16.89	27.11	17.40	27.92	Public Affairs

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* Titles May Be Part Time

(1) Titles Retained For Incumbents As Of 6-22-96

(2) Titles Retained For Incumbents As Of 6-20-92

(3) Titles Retained For Incumbents As Of 6-24-00

"X" SCHEDULE JOB TITLES

JOB TITLE	JUNE 25, 2000		JUNE 24, 2001		JUNE 30, 2002		JUNE 29, 2003		DEPARTMENT
	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.	
Lighting Maintainer (3)	12.53	20.22	12.97	20.93	13.42	21.66	13.82	22.31	Maintenance And Construction Central Field Services
Line Constructor	18.69	28.77	19.34	29.78	20.02	30.82	20.62	31.74	Electric Operations
Line Constructor Hw	18.69	30.20	19.34	31.26	20.02	32.35	20.62	33.32	Electric Operations
Maintenance Technician	18.04	28.77	18.67	29.78	19.32	30.82	19.90	31.74	Power Generation
Mechanic A	18.69	28.77	19.34	29.78	20.02	30.82	20.62	31.74	Appropriate Departments
Mechanic B	14.14	24.57	14.63	25.43	15.14	26.32	15.59	27.11	Appropriate Departments
Meter Tester A	18.69	28.77	19.34	29.78	20.02	30.82	20.62	31.74	Appropriate Departments
Meter Tester B	14.14	24.59	14.63	25.45	15.14	26.34	15.59	27.13	Appropriate Departments
Nuclear Attendant (1)	10.81	23.32	11.19	24.14	11.58	24.96	11.93	25.73	Power Generation
Nuclear Electrical Technician	16.76	29.79	17.35	30.83	17.96	31.91	18.50	32.87	Power Generation
Nuclear Environmental Technician	16.76	29.79	17.35	30.83	17.96	31.91	18.50	32.87	Power Generation
Nuclear General Utility Worker	12.02	20.79	12.44	21.52	12.88	22.27	13.27	22.94	Power Generation
Nuclear Health Physics Technician	16.76	29.79	17.35	30.83	17.96	31.91	18.50	32.87	Power Generation
Nuclear Mechanic A	19.35	29.79	20.03	30.83	20.73	31.91	21.35	32.87	Power Generation Mtce & Const - Field Operations
Nuclear Mechanic B	14.65	25.44	15.16	26.33	15.69	27.25	16.16	28.07	Power Generation

* Titles May Be Part Time

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(2) Titles Retained For Incumbents As Of 6-20-92

(3) Titles Retained For Incumbents As Of 6-24-00

"X" SCHEDULE JOB TITLES

JOB TITLE	JUNE 25, 2000		JUNE 24, 2001		JUNE 30, 2002		JUNE 29, 2003		DEPARTMENT
	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.	
Nuclear Operating Mechanic B	14.14	24.57	14.63	25.43	15.14	26.32	15.59	27.11	Power Generation
Nuclear Plant Operator	19.53	31.61	20.21	32.72	20.92	33.87	21.55	34.89	Power Generation
Nuclear Plant Utility Worker (1)	10.81	23.32	11.19	24.14	11.58	24.98	11.93	25.73	Power Generation
Nuclear Production Technician	16.76	29.79	17.35	30.83	17.96	31.91	18.50	32.87	Power Generation
Nuclear Reactor Operator	29.48	34.26	30.51	35.46	31.58	36.70	32.53	37.80	Power Generation
Nuclear Reactor Operator In Training	26.29	33.06	29.28	34.22	30.30	35.42	31.21	36.48	Power Generation
Operating Mechanic A	18.76	28.77	19.42	29.78	20.10	30.82	20.70	31.74	Power Generation
Operating Mechanic B	14.14	24.57	14.63	25.43	15.14	26.32	15.59	27.11	Gas Operations
									Power Generation
Outside Plant Mechanic A	18.69	28.77	19.34	29.78	20.02	30.82	20.62	31.74	Appropriate Departments
Outside Plant Mechanic B	14.14	24.57	14.63	25.43	15.14	26.32	15.59	27.11	Appropriate Departments
Plant Operator	18.85	30.50	19.51	31.57	20.19	32.87	20.90	33.65	Power Generation
Plant Utility Worker	10.46	22.55	10.83	23.34	11.21	24.15	11.55	24.88	Power Generation
Production Technician	16.18	28.77	16.75	29.78	17.34	30.82	17.86	31.74	Power Generation
Production Worker	12.02	20.07	12.44	20.77	12.88	21.50	13.27	22.15	Power Generation
Reactor Operator In Training	26.49	31.92	27.42	33.04	28.38	34.20	29.23	35.23	Power Generation
Senior Attendant (2)	16.44	22.56	17.02	23.34	17.62	24.13	18.15	24.88	Appropriate Departments

* Titles May Be Part Time

(1) Titles Retained For Incumbents As Of 6-22-96

(2) Titles Retained For Incumbents As Of 6-20-92

(3) Titles Retained For Incumbents As Of 6-24-00

"X" SCHEDULE JOB TITLES

<u>JOB TITLE</u>	<u>JUNE 25, 2000</u>		<u>JUNE 24, 2001</u>		<u>JUNE 30, 2002</u>		<u>JUNE 29, 2003</u>		<u>DEPARTMENT</u>
	<u>MIN.</u>	<u>MAX.</u>	<u>MIN.</u>	<u>MAX.</u>	<u>MIN.</u>	<u>MAX.</u>	<u>MIN.</u>	<u>MAX.</u>	
Senior Chief Stockhandler	18.69	24.57	19.34	25.43	20.02	26.32	20.62	27.11	Central Field Services
									Power Generation
Senior Electric Meter Technician	23.87	30.29	24.71	31.35	25.57	32.45	26.34	33.42	Engineering
Senior Electrical Technician	23.87	30.29	24.71	31.35	25.57	32.45	26.34	33.42	Appropriate Departments
Senior Environmental Technician	23.87	30.29	24.71	31.35	25.57	32.45	26.34	33.42	Power Generation
Senior Field Operator	19.18	29.87	19.85	30.92	20.54	32.00	21.16	32.96	Electric Operations
Senior Health Physics Technician	23.87	30.29	24.71	31.35	25.57	32.45	26.34	33.42	Power Generation
Senior Inventory Inspector	18.85	24.77	19.51	25.64	20.19	26.54	20.80	27.34	Corporate Accounting
Senior Maintenance Technician	20.49	30.29	21.21	31.35	21.95	32.45	22.61	33.42	Power Generation
Senior Meter Technician	23.87	30.29	24.71	31.35	25.57	32.45	26.34	33.42	Appropriate Departments
Senior Nuclear Electrical Technician	24.75	31.41	25.62	32.51	26.52	33.65	27.32	34.66	Power Generation
Senior Nuclear Environmental Technician	24.75	31.41	25.62	32.51	26.52	33.65	27.32	34.66	Power Generation
Senior Nuclear Health Physics Technician	24.75	31.41	25.62	32.51	26.52	33.65	27.32	34.66	Power Generation
Senior Nuclear Maintenance Technician	24.75	31.41	25.62	32.51	26.52	33.65	27.32	34.66	Power Generation
Senior Nuclear Production Technician	24.75	31.41	25.62	32.51	26.52	33.65	27.32	34.66	Power Generation
Senior Nuclear Reactor Operator	31.37	36.34	32.47	37.61	33.61	38.93	34.62	40.10	Power Generation

* Titles May Be Part Time

(1) Titles Retained For Incumbents As Of 6-22-96

(2) Titles Retained For Incumbents As Of 6-20-92

(3) Titles Retained For Incumbents As Of 6-24-00

"X" SCHEDULE JOB TITLES

<u>JOB TITLE</u>	<u>JUNE 25, 2000</u>		<u>JUNE 24, 2001</u>		<u>JUNE 30, 2002</u>		<u>JUNE 29, 2003</u>		<u>DEPARTMENT</u>
	<u>MIN.</u>	<u>MAX.</u>	<u>MIN.</u>	<u>MAX.</u>	<u>MIN.</u>	<u>MAX.</u>	<u>MIN.</u>	<u>MAX.</u>	
Senior Nuclear Reactor Operator In-Training	30.55	35.19	31.62	36.42	32.73	37.69	33.71	38.82	Power Generation
Senior Office Assistant A X	20.57	30.28	21.29	31.34	22.04	32.44	22.70	33.41	Appropriate Departments
Senior Office Assistant B X	18.85	24.77	19.51	25.64	20.19	26.54	20.80	27.34	Appropriate Departments
Senior Production Technician	23.87	30.29	24.71	31.35	25.57	32.45	26.34	33.42	Power Generation
Senior Street Crane Operator	23.87	30.20	24.71	31.26	25.57	32.35	26.34	33.32	Central Field Services
Senior Substation Operating Mechanic	23.87	30.29	24.71	31.35	25.57	32.45	26.34	33.42	Appropriate Departments
Senior Substation Operating Technician	24.90	31.27	25.77	32.36	26.67	33.49	27.47	34.49	Appropriate Departments
Senior Substation Operator	19.64	29.32	20.33	30.35	21.04	31.41	21.67	32.35	Central Substation Electric Operations
Senior Technician X	21.11	30.66	21.85	31.73	22.61	32.84	23.29	33.83	Indian Point
Service Mechanic	19.17	29.32	19.84	30.35	20.53	31.41	21.15	32.35	Customer Service
Splicer	18.69	30.20	19.34	31.26	20.02	32.35	20.62	33.32	Electric Operations Maintenance And Construction
Stock Handler *	12.02	20.07	12.44	20.77	12.88	21.50	13.27	22.15	Central Field Services Power Generation
Street Crane Operator	18.69	28.77	19.34	29.78	20.02	30.82	20.62	31.74	Central Field Services

* Titles May Be Part Time

(1) Titles Retained For Incumbents As Of 6-22-96

(2) Titles Retained For Incumbents As Of 6-20-92

(3) Titles Retained For Incumbents As Of 6-24-00

"X" SCHEDULE JOB TITLES

<u>JOB TITLE</u>	<u>JUNE 25, 2000</u>		<u>JUNE 24, 2001</u>		<u>JUNE 30, 2002</u>		<u>JUNE 29, 2003</u>		<u>DEPARTMENT</u>
	<u>MIN.</u>	<u>MAX.</u>	<u>MIN.</u>	<u>MAX.</u>	<u>MIN.</u>	<u>MAX.</u>	<u>MIN.</u>	<u>MAX.</u>	
Technician A X	18.67	25.41	19.32	26.30	20.00	27.22	20.60	28.04	Indian Point
Technician B X	15.96	22.45	16.52	23.24	17.10	24.05	17.61	24.77	Indian Point
Troubleshooter	24.97	30.10	25.84	31.15	26.74	32.24	27.54	33.21	Electric Operations
Troubleshooter Dispatcher	20.57	30.10	21.29	31.15	22.04	32.24	22.70	33.21	Gas Operations
Troubleshooter Dispatcher Hv	20.57	31.53	21.29	32.63	22.04	33.77	22.70	34.78	Electric Operations
Troubleshooter Hv	26.18	31.53	27.10	32.63	28.05	33.77	28.89	34.78	Electric Operations
Utility Mechanic	18.69	24.57	19.34	25.43	20.02	26.32	20.62	27.11	Electric Operations

* Titles May Be Part Time

(1) Titles Retained For Incumbents As Of 6-22-96

(2) Titles Retained For Incumbents As Of 6-20-92

(3) Titles Retained For Incumbents As Of 6-24-00

NON "X" SCHEDULE JOB TITLES

	<u>JUNE 25, 2000</u>		<u>JUNE 24, 2001</u>		<u>JUNE 30, 2002</u>		<u>JUNE 29, 2003</u>		<u>DEPARTMENT</u>
	<u>MIN.</u>	<u>MAX.</u>	<u>MIN.</u>	<u>MAX.</u>	<u>MIN.</u>	<u>MAX.</u>	<u>MIN.</u>	<u>MAX.</u>	
JOB TITLE									
Accounting Assistant	15.33	24.68	15.87	25.54	16.43	26.43	16.92	27.22	Appropriate Departments
Administrative Assistant	18.14	26.11	18.77	27.02	19.43	27.97	20.01	28.81	Appropriate Departments
Administrative Clerk	12.02	22.77	12.44	23.57	12.88	24.39	13.27	25.12	Appropriate Departments
Artist	15.33	30.50	15.87	31.57	16.43	32.67	16.92	33.65	Office Services
Assistant Customer Field Representative	10.35	18.49	10.71	19.14	11.08	19.81	11.41	20.40	Customer Operations
Assistant Treasury Clerk *	9.81	18.28	10.15	18.92	10.51	19.58	10.83	20.17	Treasury
Assistant Treasury Representative	18.04	24.68	18.67	25.54	19.32	26.43	19.90	27.22	Treasury
Attendant *	11.45	18.96	11.85	19.62	12.26	20.31	12.63	20.92	Appropriate Departments
Clerk In Charge (3)	18.36	29.52	19.00	30.55	19.67	31.62	20.26	32.57	Appropriate Departments
Commercial Service Representative	22.06	33.04	22.83	34.20	23.63	35.40	24.34	36.46	Energy Services
Commercial Technical Representative	22.06	32.52	22.83	33.66	23.63	34.84	24.34	35.89	Energy Services Steam Operations
Construction Inspector	20.84	31.69	21.57	32.80	22.32	33.95	22.99	34.97	Maintenance And Construction Steam Operations
Construction Representative	18.04	31.69	18.67	32.80	19.32	33.95	19.90	34.97	Customer Service

* Titles May Be Part Time

(1) Titles Retained For Incumbents As Of 6-22-96

(2) Titles Retained For Incumbents As Of 6-20-92

(3) Titles Retained For Incumbents As Of 6-24-00

NON "X" SCHEDULE JOB TITLES

JOB TITLE	JUNE 25, 2000		JUNE 24, 2001		JUNE 30, 2002		JUNE 29, 2003		DEPARTMENT
	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.	
Coordinator Substance Abuse Program	26.52	33.36	27.45	34.53	28.41	35.74	29.26	36.81	Occupational Health
Counselor Substance Abuse Program	18.69	31.53	19.34	32.63	20.02	33.77	20.62	34.78	Designated Departments
Customer Field Representative *	12.02	24.59	12.44	25.45	12.88	26.34	13.27	27.13	Customer Operations
Customer Service Representative *	11.58	26.50	11.99	27.43	12.41	28.39	12.78	29.24	Customer Operations
Customer Service Rep Bilingual *	11.84	26.75	12.25	27.69	12.68	28.66	13.06	29.52	Customer Operations
Designer	19.46	32.32	20.14	33.45	20.84	34.62	21.47	35.66	Appropriate Departments
District Control Representative (3) *	16.58	26.02	17.16	26.93	17.76	27.87	18.29	28.71	Customer Service
District Office Teller *	11.57	23.13	11.97	23.94	12.39	24.78	12.76	25.52	Customer Operations
Engineering Inspector	20.49	29.95	21.21	31.00	21.95	32.09	22.61	33.05	Manhattan Engineering Maintenance And Construction
Engineering Technician	15.33	24.68	15.87	25.54	16.43	26.43	16.92	27.22	Appropriate Departments
Estimator	15.33	27.20	15.87	28.15	16.43	29.14	16.92	30.01	Electric Operations Engineering
Garage Attendant (2) *	9.26	20.09	9.58	20.79	9.92	21.52	10.22	22.17	Central Field Services
Inspector	20.49	29.95	21.21	31.00	21.95	32.09	22.61	33.05	Customer Service Steam Operations Central Substation

* Titles May Be Part Time

(1) Titles Retained For Incumbents As Of 6-22-96

(2) Titles Retained For Incumbents As Of 6-20-92

(3) Titles Retained For Incumbents As Of 6-24-00

NON "X" SCHEDULE JOB TITLES

JOB TITLE	JUNE 25, 2000		JUNE 24, 2001		JUNE 30, 2002		JUNE 29, 2003		DEPARTMENT
	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.	
Investigating Inspector 1 Gr	18.04	28.95	18.67	29.96	19.32	31.01	19.90	31.94	Customer Operations
Investigating Inspector 2 Gr	15.33	24.59	15.87	25.45	16.43	26.34	16.92	27.13	Customer Operations
Junior Accountant	20.49	29.95	21.21	31.00	21.95	32.09	22.61	33.05	Appropriate Departments
Junior Designer	15.33	24.68	15.87	25.54	16.43	26.43	16.92	27.22	Appropriate Departments
Junior Engineering Technician	9.65	18.49	9.99	19.14	10.34	19.81	10.65	20.40	Appropriate Departments
Junior Technician	9.65	18.49	9.99	19.14	10.34	19.81	10.65	20.40	Appropriate Departments
Legal Stenographer	16.56	24.68	17.14	25.54	17.74	26.43	18.27	27.22	Law
Mail Processing Operator	8.52	22.63	8.82	23.42	9.13	24.24	9.40	24.97	Office Services
Material Analyst	18.04	29.95	18.67	31.00	19.32	32.09	19.90	33.05	Power Generation
									Central Field Services
									Maintenance And Construction
Material Inspector A	20.49	29.52	21.21	30.55	21.95	31.62	22.61	32.57	Appropriate Departments
Material Inspector B	15.15	24.68	15.68	25.54	16.23	26.43	16.72	27.22	Appropriate Departments
Medical Technician	13.21	24.68	13.67	25.54	14.15	26.43	14.57	27.22	Occupational Health
Messenger	8.52	16.65	8.82	17.23	9.13	17.63	9.40	18.36	Public Affairs
Office Assistant	16.56	24.68	17.14	25.54	17.74	26.43	18.27	27.22	Appropriate Departments
Photographer	15.84	23.13	16.39	23.94	16.96	24.78	17.47	25.52	Public Affairs

* Titles May Be Part Time

(1) Titles Retained For Incumbents As Of 6-22-96

(2) Titles Retained For Incumbents As Of 6-20-92

(3) Titles Retained For Incumbents As Of 6-24-00

NON "X" SCHEDULE JOB TITLES

JOB TITLE	<u>JUNE 25, 2000</u>		<u>JUNE 24, 2001</u>		<u>JUNE 30, 2002</u>		<u>JUNE 29, 2003</u>		<u>DEPARTMENT</u>
	<u>MIN.</u>	<u>MAX.</u>	<u>MIN.</u>	<u>MAX.</u>	<u>MIN.</u>	<u>MAX.</u>	<u>MIN.</u>	<u>MAX.</u>	
Photographic Specialist	22.18	29.52	22.96	30.55	23.76	31.62	24.47	32.57	Public Affairs
Secretarial Stenographer	16.56	22.95	17.14	23.75	17.74	24.58	18.27	25.32	Appropriate Departments
Senior Blueprinter (3)	17.64	23.61	18.26	24.44	18.90	25.30	19.47	26.06	Appropriate Departments
Senior Coordinator (3)	20.49	29.52	21.21	30.55	21.95	31.62	22.61	32.57	Appropriate Departments
Senior Customer Service Representative *	18.04	29.95	18.67	31.00	19.32	32.09	19.90	33.05	Customer Service Steam Operations
Senior Customer Service Representative Bilingual *	18.30	30.22	18.94	31.28	19.60	32.37	20.19	33.34	Customer Operations
Senior Designer	24.58	35.89	25.44	37.15	26.33	38.45	27.12	39.60	Appropriate Departments
Senior District Control Representative (3)	21.61	29.95	22.37	31.00	23.15	32.09	23.84	33.05	Customer Service
Senior Engineering Designer A	29.80	37.52	30.84	38.83	31.92	40.19	32.88	41.40	Engineering
Senior Engineering Estimator	22.58	30.93	23.37	32.01	24.19	33.13	24.92	34.12	Electric Operations Engineering Maintenance And Construction Gas Operations
Senior Engineering Technician	20.49	29.95	21.21	31.00	21.95	32.09	22.61	33.05	Appropriate Departments
Senior Engineering Technician A	24.89	34.23	25.76	35.43	26.66	36.67	27.46	37.77	Engineering

* Titles May Be Part Time

(1) Titles Retained For Incumbents As Of 6-22-96

(2) Titles Retained For Incumbents As Of 6-20-92

(3) Titles Retained For Incumbents As Of 6-24-00

NON "X" SCHEDULE JOB TITLES

94

JOB TITLE	JUNE 25, 2000		JUNE 24, 2001		JUNE 30, 2002		JUNE 29, 2003		DEPARTMENT
	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.	
Senior Key punch Operator *	18.04	25.27	18.67	26.15	19.32	27.07	19.90	27.88	Appropriate Departments
Senior Office Assistant A (3)	20.49	29.52	21.21	30.55	21.95	31.62	22.61	32.57	Appropriate Departments
Senior Photographer	18.04	26.70	18.67	27.63	19.32	28.60	19.90	29.46	Public Affairs
Senior Photostat Operator	17.64	23.61	18.26	24.44	18.90	25.30	19.47	26.06	Office Services
Senior Safety Inspector	20.49	32.77	21.21	33.92	21.95	35.11	22.61	36.16	Occupational Health
Senior Technician	20.49	29.95	21.21	31.00	21.95	32.09	22.61	33.05	Appropriate Departments
Special Inspector	20.11	29.95	20.81	31.00	21.54	32.09	22.19	33.05	Customer Operations
Stenographer *	9.08	19.93	9.40	20.63	9.73	21.35	10.02	21.99	Appropriate Departments
Survey Technician	17.31	24.68	17.92	25.54	18.55	26.43	19.11	27.22	Maintenance And Construction
Surveyor	20.49	29.95	21.21	31.00	21.95	32.09	22.61	33.05	Customer Service
Surveyor Assistant	12.02	22.55	12.44	23.34	12.88	24.16	13.27	24.88	Maintenance And Construction
Surveyor Licensed	24.32	31.69	25.17	32.80	26.05	33.95	26.83	34.97	Customer Service

* Titles May Be Part Time

(1) Titles Retained For Incumbents As Of 6-22-96

(2) Titles Retained For Incumbents As Of 6-20-92

(3) Titles Retained For Incumbents As Of 6-24-00

NON "X" SCHEDULE JOB TITLES

<u>JOB TITLE</u>	<u>JUNE 25, 2000</u>		<u>JUNE 24, 2001</u>		<u>JUNE 30, 2002</u>		<u>JUNE 29, 2003</u>		<u>DEPARTMENT</u>
	<u>MIN.</u>	<u>MAX.</u>	<u>MIN.</u>	<u>MAX.</u>	<u>MIN.</u>	<u>MAX.</u>	<u>MIN.</u>	<u>MAX.</u>	
Technician A	18.04	24.68	18.67	25.54	19.32	26.43	19.90	27.22	Appropriate Departments
Technician B	15.33	21.74	15.87	22.50	16.43	23.29	16.92	23.99	Appropriate Departments
Treasury Clerk	15.15	21.74	15.68	22.50	16.23	23.29	16.72	23.99	Treasury
Treasury Representative	20.49	29.95	21.21	31.00	21.95	32.09	22.61	33.05	Treasury

* Titles May Be Part Time

(1) Titles Retained For Incumbents As Of 6-22-98

(2) Titles Retained For Incumbents As Of 6-20-92

(3) Titles Retained For Incumbents As Of 6-24-00

LETTER AGREEMENTS

June 24, 2000

Mr. Emanuel J. Hellen
President
Utility Workers Union of America
Local 1-2, AFL-CIO
5 West 37th Street, 7FL
New York, NY 10018

RE: Boiler Operator Bonus

Dear Mr. Hellen:

This will confirm our agreement as follows:

Within the Steam Operations Department, Boiler Operations, when there is no shift supervisor who holds a stationary engineer's license available, one operator, who holds this license per location, per shift, will be paid a bonus. The bonus is one dollar and fifty cents (\$1.50) per hour over his/her regular straight-time rate for the hours actually worked by that employee on that shift in the capacity of a licensed stationary engineer.

If this letter accurately reflects your understanding of our agreement, please sign below.

Sincerely,

/s/ Richard P. Cowie
Vice President
Human Resources

Agreed: /s/ Emanuel J. Hellen
President
Local 1-2

Date: 6/25/00

June 24, 2000

Mr. Emanuel J. Hellen
President
Utility Workers Union of America
Local 1-2, AFL-CIO
5 West 37th Street, 7FL
New York, NY 10018

RE: Boiler Operator License

Dear Mr. Hellen:

This will confirm our agreement as follows:

Within the Steam Operations Department, in order to create a qualified pool for future supervisory positions, and for that purpose only, station operators who acquire a valid stationary engineer's license during the term of the 2000 Collective Bargaining Contract, will receive a one-time bonus of \$1,000. In addition, any incumbent station operators who currently hold a valid stationary engineer license, will be granted the \$1,000 bonus in recognition of their having achieved this credential.

If this letter accurately reflects your understanding of our agreement, please sign below.

Sincerely,

/s/ Richard P. Cowie
Vice President
Human Resources

Agreed: /s/ Emanuel J. Hellen
President
Local 1-2

Date: 6/25/00

June 24, 2000

Mr. Emanuel J. Hellen
President
Utility Workers Union of America
Local 1-2, AFL-CIO
5 West 37th Street, 7FL
New York, NY 10018

RE: Bonus Payments for
Nuclear Reactor
Operator Titles

Dear Mr. Hellen:

This will confirm our agreement as follows:

This is to confirm the agreement between Local 1-2 of the Utility Workers Union of America, AFL-CIO and Consolidated Edison Company of New York, Inc., regarding the nuclear qualification pay for all employees assigned to our Indian Point nuclear facility who continue to hold a valid nuclear reactor operator license. The monthly bonus payment for each job title will be increased effective January 2, 2000 and will be in accordance with the schedules and conditions set forth below:

<u>'X' Schedule Job Titles and License</u>	<u>Amount of Nuclear Qualification Pay Per Month</u>	
	<u>Old Bonus Rate</u>	<u>New Bonus Rate</u>
Senior Nuclear Reactor Operator-Operations (SNRO)	\$575.00	\$650.00
Senior Nuclear Reactor Operator in Training (SNROIT)	\$350.00	\$550.00
Nuclear Reactor Operator (NRO)	\$300.00	\$450.00
Nuclear Reactor Operator in Training (NROIT)	\$125.00	\$350.00

Employees in the Senior Nuclear Reactor Operator in Training (SNROIT) title, will receive a qualification pay bonus totaling \$650.00 per month. Of this amount, one hundred dollars (\$100.00) will be withheld and paid in a lump sum when the Senior Nuclear Reactor Operator in training (SNROIT) qualifies and receives the Senior Nuclear Reactor Operator (SNRO) title. The remaining \$550.00 will be paid monthly while the Nuclear Reactor Operator is in training for the Senior Nuclear Reactor Operator position and retains the Senior Nuclear Reactor Operator in Training (SNROIT) job title.

Employees in the Nuclear Reactor Operator in Training (NROIT) title, will receive a qualification pay bonus totaling \$450.00 per month. Of this amount, one hundred dollars (\$100.00) will be withheld and paid in a lump sum when the Nuclear Reactor Operator in Training (NROIT) qualifies and receives the Nuclear Reactor Operator (NRO) title. The remaining \$350.00 will be paid monthly while the Nuclear Plant Operator is in training for the Nuclear Reactor Operator position and retains the Nuclear Reactor Operator in Training (NROIT) job title.

In order to be eligible to receive such pay, the employee must:

1. Be on the active payroll for the entire month.
2. Have a valid nuclear reactor license in effect for the entire month.

Nuclear qualification payments will be made during periods of sickness and vacation as long as the employee is on the active payroll of the Company. Such payments will be subject to all appropriate payroll taxes and will not become part of the employee's basic wage rate, nor count or be taken into consideration in the calculation of any pension, fringe benefit, or premium pay.

If this letter accurately reflects your understanding of our agreement, please sign below.

Sincerely,

/s/ Richard P. Cowie
Vice President
Human Resources

Agreed: /s/ Emanuel J. Hellen
President
Local 1-2

Dated: 6/25/00

June 22, 1996

Mr. Joseph Flaherty
Business Manager
Utility Workers Union of America
Local 1-2, AFL-CIO
386 Park Avenue South, Suite 401
New York, NY 10016

RE: Career Path for CFRs

Dear Mr. Flaherty:

This will confirm our agreement to provide for further improved career opportunities for Customer Field Representatives (CFRs). The Company hereby agrees to provide for opportunities for qualified CFRs to apply for openings in the job title of General Utility Worker ("GUW") when such openings are posted, before any new hires are considered for such positions, as a potential for future advancement.

If this letter accurately reflects your understanding of our agreement, please sign below.

Sincerely,

/s/ Richard P. Cowie
Vice President
Employee Relations

Agreed: /s/ Joseph Flaherty
Business Manager
Local 1-2

Dated: 6/22/96

June 21, 1992

Mr. John Goodman
Business Manager
Utility Workers' Union of America
AFL-CIO, Local 1-2
386 Park Avenue South
New York, NY 10016

Re: Career Path for CFR's

Dear Mr. Goodman:

To provide for improved career opportunities for Customer Field Representatives (C.F.R.'s), the Company hereby agrees that effective June 21, 1992, the minimum rate of pay for the Meter Tester B shall be increased to \$12.00 per hour. Effective June 20, 1992, the maximum rates of pay for the Meter Tester B and the Investigating Inspector - Grade 2 shall be increased to \$17.61. These changes will provide enhanced promotional career paths for qualified C.F.R.'s and others to seek openings in these job titles as a potential for future advancement.

If you are in agreement with these changes, please signify your approval by signature below.

Very truly yours,
/s/ James P. O'Brien
Assistant Vice President
Employee Relations

Agreed to: /s/ John T. Goodman
Business Manager
Local 1-2
Utility Workers' Union of America

Dated: 6/20/92

June 24, 2000

Mr. Emanuel J. Hellen
President
Utility Workers Union of America
Local 1-2, AFL-CIO
5 West 37th Street, 7FL
New York, NY 10018

RE: Clerical and Designer
Job Families

Dear Mr. Hellen:

This will confirm our agreement as follows:

The clerical and designer families of job titles as set forth in Part 5 – "Statement of Job Titles" of the Labor Agreement are amended as follows:

Clerical Titles

<u>Existing Titles</u>	<u>Min.</u>	<u>Max.</u>	<u>New Titles</u>	<u>Min.</u>	<u>Max.</u>
Clerk B	\$ 8.23	\$17.66			
General Typist	\$ 8.46	\$19.26			
Clerk A	\$14.64	\$19.31	Administrative	\$11.61	\$22.00
UA	\$ 8.23	\$19.78	Clerk		
Sr. Clerk	\$16.02	\$21.00			
Senior Typist	\$16.00	\$21.47			
CAC	\$12.23	\$22.35			
Asst. Clerk Charge	\$17.04	\$23.85	Office	\$16.00	\$23.85
DCR	\$16.02	\$25.14	Assistant		
Sr. DCR	\$20.88	\$28.94			
SOAB/Coord.	\$17.43	\$23.85			
Clerk in Charge	\$17.74	\$28.52	Administrative		
SOAA/Sr. Coord.	\$19.80	\$28.52	Assistant	\$17.53	\$25.23
SOAA X	\$19.87	\$29.26	SOAA X	\$19.87	\$29.26

Designer Titles

<u>Existing Titles</u>	<u>Min.</u>	<u>Max.</u>	<u>New Titles</u>	<u>Min.</u>	<u>Max.</u>
Jr. Design Tech	\$ 9.32	\$17.86			
Jr. Drafter	\$11.61	\$17.86			
Engineering Drafter	\$14.81	\$23.85	Jr. Designer	\$14.81	\$23.85
Design Tech	\$14.81	\$23.85			
Drafter	\$14.81	\$23.85			
Design B	\$19.80	\$28.94			
Sr. Drafter	\$19.80	\$28.94	Designer	\$18.80	\$31.23
Design A	\$24.05	\$31.23			
Sr. Design Tech	\$19.80	\$33.07	Sr. Designer	\$23.75	\$34.68
Sr. Eng. Design B	\$25.92	\$34.68			
Sr. Eng. Design A	\$28.79	\$36.25	Sr. Eng. Design A	\$28.79	\$36.25

Employees in existing job titles as designated above where the new title has a higher or identical maximum rate of pay will be changed to the new title and pay rate and receive all general increases.

Where new titles have a lower maximum rate of pay, incumbents will be retained in their existing job titles with their existing rates of pay. They will receive progression increases toward the existing maximums and general wage increases above the existing maximums as provided in the Collective Bargaining Contract. (The maximums for these existing titles will be raised as set forth in Part 1 - "Wage Increases" of the Memorandum of Agreement.) These existing titles will be marked "(3) Titles retained for incumbents only as of June 24, 2000" in the Statement of Job Titles. These titles will not be available to any employee not in these titles as of June 24, 2000.

New employees shall be hired into the Administrative Clerk position. The SOAA X job title shall receive the general wage increases effective June 25, 2000 and thereafter. Employees whose current maximum wages are higher than those set forth in the new job titles shall retain their existing wage structure (minimums and maximums) in addition to any general wage increases. During the term of this Collective Bargaining Contract the parties shall continue their practice regarding the retention of incumbents when faced with consolidation. Employees' wages shall not be reduced as a result of the reclassifications prior to applying any general wage increases.

If this letter accurately reflects your understanding of our agreement, please sign below.

Sincerely,

/s/ Richard P. Cowie
Vice President
Human Resources

Agreed: /s/ Emanuel J. Hellen
President
Local 1-2

Dated: 6/24/00

June 24, 2000

Mr. Emanuel J. Hellen
President
Utility Workers Union of America
Local 1-2, AFL-CIO
5 West 37th Street, 7FL
New York, NY 10018

RE: Two Combination Job Titles
in Substation Operations –
Senior Substation
Operating Mechanic and
Senior Substation
Operating Technician

Dear Mr. Hellen:

This will confirm our agreement as follows:

The parties agree to establish two new job titles: Senior Substation Operating Mechanic and Senior Substation Operating Technician. Openings in these job titles will be filled from the ranks of the Senior Substation Operators, Mechanics A or Senior Electrical Technicians in Substation Operations on a volunteer basis before being posted throughout the Company or before hiring trainees from outside the Company.

Senior Substation Operators seeking either of these new job titles must first pass an aptitude test for the Mechanic or the Electrical Technician title to be eligible for training. Training will be provided to eligible candidates on a seniority basis within the constraints of operational needs.

Senior Substation Operators applying for the new job title of Senior Substation Operating Technician must successfully complete training for the Electrical Technician title and pass the appropriate promotional test to become a Senior Substation

Operating Technician. Senior Substation Operators applying for the new job title of Senior Substation Operating Mechanic must successfully complete training for the Mechanic B title and pass the appropriate promotional test to become a Senior Substation Operating Mechanic.

Senior Electrical Technicians and Mechanics A who pass the aptitude test for Senior Substation Operator must successfully complete training for the Senior Substation Operator title and pass the promotional test to become a Senior Substation Operating Technician or a Senior Substation Operating Mechanic, respectively.

Employees in the Substation Operations Department as of June 24, 2000, who are selected for promotion to the new job titles during the term of the Labor Agreement, will receive the maximum pay rate for the combination job title at the time of promotion. Employees not in the department on June 24, 2000, who are subsequently promoted to the new job titles, will receive progression increases in accordance with the terms of the Labor Agreement. The pay rate effective June 24, 2000 for each of these job titles is as follows:

X SCHEDULE

<u>Job Title</u>	<u>June 24, 2000</u>		<u>Department</u>
	<u>Min.</u>	<u>Max.</u>	
Senior Substation Operating Technician	\$24.06	\$30.21	Substation Operations; Electric Operations
Senior Substation Operating Mechanic	\$23.06	\$29.27	Substation Operations; Electric Operations

When the employee qualifies for the new higher level job title, he/she will receive a one-time bonus payment of \$3,000.

This agreement shall not affect either party's rights under the Labor Agreement with respect to other positions and associated job duties.

If this letter accurately reflects your understanding of our agreement, please sign below.

Sincerely,

/s/ Richard P. Cowie
Vice President
Human Resources

Agreed: /s/ Emanuel J. Hellen
President
Local 1-2

Dated: 6/25/00

June 22, 1996

Mr. Joseph Flaherty
Business Manager
Utility Workers Union of America
Local 1-2, AFL-CIO
386 Park Avenue South, Suite 401
New York, NY 10016

RE: Customer Service
Representative (CSR) -
Bilingual

Dear Mr. Flaherty:

This will confirm our agreement as follows:

Effective June 23, 1996, the job titles, Customer Service Representative (CSR) - Bilingual, and Senior Customer Service Representative ("SCSR") Bilingual, shall be created in Customer Operations. Both titles may be full or part-time. CSR - Bilingual shall be added to the Statement of Job Titles on both the "X" and "non-X" schedules. SCSR - Bilingual, shall be added only to the "non-X" schedule. Employees with these titles, shall, in addition to their regular duties as CSRs or Senior CSRs, communicate with and/or provide translation services with respect to Con Edison customers who need to communicate in a language other than English.

Candidates for these positions, must be a CSR or Senior CSR and must demonstrate fluency in reading, writing, and in oral communication in the desired language, as determined by the Company.

The minimum and maximum rates of pay for the CSR - Bilingual and SCSR Bilingual shall be twenty-five cents (\$0.25) per hour higher than those for the CSR and SCSR, and the initial rate of pay of an employee who moves into these titles shall be twenty-

five cents (\$0.25) per hour over his/her regular straight time rate of pay.

If this letter accurately reflects your understanding of our agreement, please sign below.

Sincerely,

/s/ Richard P. Cowie
Vice President
Employee Relations

Agreed: /s/ Joseph Flaherty
Business Manager
Local 1-2

Dated: 6/22/96

June 22, 1996

Mr. Joseph Flaherty
Business Manager
Utility Workers Union of America
Local 1-2, AFL-CIO
386 Park Avenue South, Suite 401
New York, NY 10016

RE: Field Operators -
Distribution Operators

Dear Mr. Flaherty:

The parties to the Labor Agreement hereby agree that the job title Distribution Operator shall be changed to Senior Field Operator and their duties will remain the same as the Distribution Operator as described in the June 21, 1992, Letter Agreement. Promotional opportunities will remain the same as set forth in that Letter Agreement. Employees who hold the title of Distribution Operator will have their title changed to Senior Field Operator.

Further, the job title of Assistant Distribution Operator will be eliminated from the Statement of Job Titles, and the minimum rate of pay for the Assistant Field Operator will be raised from \$10.11 to \$11.61 per hour effective June 22, 1996. Employees who hold the title of Assistant Distribution Operator will have their title changed to Assistant Field Operator.

If this letter accurately reflects your understanding of our agreement, please sign below.

Sincerely,
/s/ Richard P. Cowie
Vice President
Employee Relations

Agreed: /s/ Joseph Flaherty
Business Manager
Local 1-2

Dated: 6/22/96

June 24, 2000

Mr. Emanuel J. Hellen
President
Utility Workers Union of America
Local 1-2, AFL-CIO
5 West 37th Street, 7FL
New York, NY 10018

RE: Joint Committee to
Discuss Contracting
Out Work

Dear Mr. Hellen:

This will confirm our agreement as follows:

The parties agree to set up a high level joint Union/Management committee to review and assess selected jobs that have been or are to be contracted out. The joint committee shall be composed of an operating officer for the Company and by the President of the Local Union or designee, and shall consist of a total of up to four (4) members representing the Company and up to four (4) members of the Local Union.

This joint committee shall have the authority to request relevant records and invite certain Union and management officials to attend to review certain jobs with them so that they will be able to make recommendations concerning the contracting out of work.

If this letter accurately reflects your understanding of our agreement, please sign below.

Sincerely,

/s/ Richard P. Cowie
Vice President
Human Resources

Agreed: /s/ Emanuel J. Hellen
President
Local 1-2

Dated: 6/25/00

June 22, 1996

Mr. Joseph Flaherty
Business Manager
Utility Workers Union of America
Local 1-2, AFL-CIO
386 Park Avenue South, Suite 401
New York, NY 10016

RE: The Learning Center
Board of Advisors

Dear Mr. Flaherty:

This will confirm the agreement between the Company and the Union that the Company will invite the Union to appoint a Union Official to serve on the Board of Advisors of the Company's Learning Center.

Should the appointed Union Official be unable to attend a meeting of the Advisory Board, the Union agrees to notify the Learning Center of the name of the designated Union Official who will attend said meeting.

Nothing in this agreement shall affect either party's rights under the Collective Bargaining Contract. While the parties anticipate that this agreement will remain in effect for the full term of the Collective Bargaining Agreement, each party, in its sole discretion, shall have the right to cancel this agreement upon thirty (30) days written notice.

If this letter accurately reflects your understanding of our agreement, please sign below.

Sincerely,

/s/ Richard P. Cowie
Vice President
Employee Relations

Agreed: /s/ Joseph Flaherty
Business Manager
Local 1-2

Dated: 6/22/96

June 24, 2000

Mr. Emanuel J. Hellen
President
Utility Workers Union of America
Local 1-2, AFL-CIO
5 West 37th Street, 7FL
New York, NY 10018

RE: Improved Medical
Monitoring Programs

Dear Mr. Hellen:

This will confirm our agreement as follows:

Employee health and safety continue to be major concerns to both the Company and the Union. Therefore, the Company and the Union jointly agree that the medical monitoring programs, as described herein shall be continued and improved at no cost to employees.

The asbestos program shall be available during the term of the Collective Bargaining Contract from June 25, 2000 through June 26, 2004.

Participation shall be available to: employees who have a work history of exposure to asbestos and who have twenty (20) or more years of service with the Company; employees who terminate employment with 75 points (combination of age and years of service); and disabled employees who terminate employment and are at least 50 years of age and have at least 20 years of service who were similarly exposed to asbestos.

The asbestos program shall offer each participant an annual examination which may include:

- Blood pressure check
- Blood sample as required
- Bronchoscopy
- Chest x-ray
- CT Scan
- Hearing conservation evaluation
- Lung function test
- Medical evaluation
- Medical history
- Respiratory questionnaire
- Stool sample
- Sputum analysis
- Urine analysis
- Vision screening

A more detailed description of the medical tests indicated above is at Attachment A.

The asbestos program may also include referral of some participants, selected by the Assistant Vice President and Chief Medical Officer of Occupational Health and with the participant's concurrence, for evaluation and possible treatment of asbestos-related conditions by William Rom, M.D. of the Tisch Hospital of New York University.

The parties also agree to continue the lead monitoring program, which shall be available to employees who terminate employment with 75 points (combination of age and years of service), and disabled employees who terminate employment and are at least 50 years of age and have at least 20 years of service during the term of the Collective Bargaining Contract from June 25, 2000 to June 26, 2004, and who are eligible at the time of their retirement to participate in this lead medical monitoring program.

These programs will be voluntary on the part of the eligible employees and will be administered at the Company's facilities or

those facilities that the Company has selected for administration of the programs. These programs shall be directed by the Assistant Vice President and Chief Medical Officer of Occupational Health, including the selection of facilities and tests offered and final determination as to eligibility for these programs.

The Company agrees to set up the foregoing programs on an experimental basis for the term of the Collective Bargaining Contract, June 25, 2000 through June 26, 2004, but without commitment or liability thereafter, in accordance with Article IX, Paragraph 40 of the Collective Bargaining Contract. These programs may be extended after the expiration of the 2000 – 2004 Collective Bargaining Contract but only by mutual agreement of both the Company and the Union.

If this letter accurately reflects your understanding of our agreement, please sign below.

Sincerely,

/s/ Richard P. Cowie
Vice President
Human Resources

Agreed: /s/ Emanuel J. Hellen
President
Local 1-2

Dated: 6/25/00

SUMMARY OF MEDICAL TESTS UNDER THE ASBESTOS MONITORING PROGRAM

Blood Pressure

The measurement of blood pressure provides a means of controlling blood pressure in those persons already identified as having hypertension (high blood pressure); detecting those groups at risk of developing hypertension; and identifying those persons at high risk for cardiovascular disease.

Blood Sample

This is a measurement of the red and white blood cell count and a routine test of liver and kidney function.

Bronchoscopy

An inspection of the airways of the lung by means of an illuminated instrument which can also take tissue samples for laboratory analysis.

Chest Roentgenogram (X-ray)

The chest roentgenogram (X-ray) allows the physician to see the lungs, heart, and chest cage. A major use of the chest X-ray in a respiratory surveillance program is to detect disease that is not apparent from history or lung function test. Occupationally related diseases such as asbestosis or silicosis can be detected through X-ray.

CT Scan

An X-ray technique which utilizes a computer to construct images of body structures.

Hearing Conservation

The Hearing Conservation Program provides an annual

audiogram through which a shift or change in hearing can be detected early in the course of its development. This identification of a hearing problem allows for early diagnosis and treatment.

Lung Function (Spirometry)

A lung function test provides an objective measurement of lung function and is complementary to the chest X-ray. Spirometry is easy to perform and helps detect lung disease early in individuals who are followed regularly.

Medical Evaluation

A medical evaluation takes into account all the components of a medical monitoring program for asbestos exposure. The Occupational Health Physician through clinical evaluation is able to detect a developing illness because of continuing employee contact.

Medical History

A thorough medical history is a prerequisite to early detection and correct diagnosis. A medical history can elicit information that can indicate pathological changes due to asbestos exposure.

Respiratory Questionnaire

The respiratory surveillance questionnaire enables the pulmonary specialist, by eliciting complete exposure history and symptoms, to detect lung disease. It is the key to identifying a specific disease which may affect function.

Sputum Analysis

The analysis of the lung and bronchial secretions expectorated after a cough.

Stool Sample

Identification of a small amount of blood ("occult blood testing") in the stool is a screening technique used to detect possible colon cancer. If blood is detected this may be an indicator for a possible tumor or other conditions.

Urine Analysis

This test has been useful in early detection and identification of possible kidney or bladder damage.

Vision Screening

Visual acuity for near/distance is tested and the person is advised of any changes that might require correction.

June 24, 2000

Mr. Emanuel J. Hellen
President
Utility Workers Union of America
Local 1-2, AFL-CIO
5 West 37th Street, 7FL
New York, NY 10018

RE: Part-Time Employees

Dear Mr. Hellen:

This will confirm our agreement as follows:

1. A part-time employee is defined as a regular employee who normally is scheduled to work fewer than forty (40) hours per week with a minimum of twenty (20) hours per week.
2. If an employee is scheduled to work twenty (20) hours or more per week or in excess of four (4) hours per day and is sick, the employee will be paid sick pay for the amount of hours the employee was scheduled to work but did not work because of sickness. If the illness extends beyond that workweek, the employee's schedule will revert to twenty (20) hours per week, four (4) hours per day, for all subsequent weeks for sick pay purposes.
3. During a holiday week, if a part-time employee is not scheduled to work on the holiday, he/she will be paid for the holiday for one-fifth (1/5) the average number of hours worked per week in the preceding calendar year. For example, if an employee worked an average of thirty (30) hours per week in the preceding year, he/she would be paid six (6) hours pay for the holiday. If the employee works the holiday, he/she will be paid according to the terms and conditions of the Labor Agreement.

4. Vacation will be granted to part-time employees based on the average number of hours worked per week by the employee in the preceding calendar year. For example, if an employee worked an average of thirty-five (35) hours per week, the employee will be entitled to thirty-five (35) hours vacation pay for each week of his/her vacation. Entitlement to single days of vacation, and other scheduled paid absences (specifically, vacation time, personal holidays, jury duty, military leaves of absence and death in the family) will be paid at one-fifth (1/5) of the average number of hours worked per week in the preceding calendar year.

5. Meal allowance, overtime and premium time shall be paid to part-time employees, if eligible, according to the terms and conditions of the Collective Bargaining Contract.

6. Death in Family will be provided to part-time workers in accordance with Paragraph 22 of the Collective Bargaining Contract. Payment of wages for such time, however, will be treated the same as set forth in Item #4 above.

7. Part-time job titles shall be limited to those set forth in the Collective Bargaining Contract.

8. Incumbents in Customer Operations in "non-X" job titles will be offered an opportunity to apply for vacant "X Schedule" positions within their own job title in seniority order before any positions are offered to other employees.

If this letter accurately reflects your understanding of our agreement, please sign below.

Sincerely,

/s/ Richard P. Cowie
Vice President
Human Resources

Agreed: /s/ Emanuel J. Hellen
President
Local 1-2

Dated: 6/24/00

June 24, 2000

Mr. Emanuel J. Hellen
President
Utility Workers Union of America
Local 1-2, AFL-CIO
5 West 37th Street, 7FL
New York, NY 10018

RE: Employee Productivity
Incentive

Dear Mr. Hellen:

This will confirm our agreement as follows:

The Company and Union recognize that regular attendance is essential to the ongoing viability and competitiveness of the Company. Sick time should only be used when an employee is genuinely unable to work. To accomplish these objectives, the parties agree as follows:

- 1) In January of each year, each employee shall be paid for five (5) days of Company Sick Allowance at his/her regular straight time rate. Having been paid for those days, if an employee is absent from work for illness or injury during that calendar year, the employee's first five (5) days of Company Sick Allowance shall be unpaid.
- 2) The parties shall form a joint committee, whose purpose is to discuss and recommend other procedures and systems with the goal of encouraging employees to utilize Company Sick Allowance only for genuine illnesses.

If this letter accurately reflects your understanding of our agreement, please sign below.

Sincerely,

/s/ Richard P. Cowie
Vice President
Human Resources

Agreed: /s/ Emanuel J. Hellen
President
Local 1-2

Dated:

June 24, 2000

Mr. Emanuel J. Hellen
President
Utility Workers Union of America
Local 1-2, AFL-CIO
5 West 37th Street, 7FL
New York, NY 10018

RE: Reimbursement for Use of
Employee-Owned Vehicle
During Certain Storm and
Other Emergencies

Dear Mr. Hellen:

This will confirm our agreement as follows:

If the Company assigns an employee to use his/her own vehicle for business purposes during a storm or other emergency, the Company will reimburse the employee at the daily reimbursement rate of \$75.00 for the use of the vehicle, tolls, gas used and other expenses for each day of such use. The Company will assume liability for claims of the vehicle pursuant to the provisions of the Company's Storm Recovery Guide.

If this letter accurately reflects your understanding of our agreement, please sign below.

Sincerely,

/s/ Richard P. Cowie
Vice President
Human Resources

Agreed: /s/ Emanuel J. Hellen
President
Local 1-2

Dated: 6/25/00

June 22, 1996

Mr. Joseph Flaherty
Business Manager
Utility Workers Union of America
Local 1-2, AFL-CIO
386 Park Avenue South, Suite 401
New York, NY 10016

RE: Safety Concerns

Dear Mr. Flaherty:

The Company and the Union jointly recognize and acknowledge that the safety of all employees and the public is a major responsibility of both organizations and all their respective members. In order to continue to promote greater cooperation between the Union and the Company on safety matters, the parties hereby affirm their commitment to the following procedures:

1. Upon a report and recommendation in good faith from the Union Safety Director to the Company Director, Industrial Hygiene and Safety Services (the "Director of Safety Services") or her designee, that a job which he has personally observed should be stopped because employees are in imminent danger to life or limb beyond the danger inherent in their normal work, the Company will stop the job while it investigates and determines any necessary corrective action(s) and until it determines that the job can continue without subjecting employees to such danger.

If the job goes forward and the Union Safety Director disagrees, the parties will convene a working group expeditiously, consisting of both the Union Safety Director and the Director of Safety Services as well as Company and Union personnel not directly involved in the dispute. The working group will attempt to resolve the dispute, with a willingness to accept feasible and reasonable proposals by the Director of Safety Services.

In the event of a continuing disagreement, either the Company or the Union may bring in an expert consultant to evaluate the situation and make recommendations, and should the matter remain unresolved, it may be submitted to arbitration, pursuant to the relevant provisions of the parties' collective bargaining contract, on an expedited basis. The parties agree that the arbitration hearing will be expedited as follows: The parties will jointly select and obtain an agreement of two permanent arbitrators with experience in safety matters to hear and determine cases under this procedure. The hearing in such cases will begin within thirty (30) days of receipt of the submission of arbitration.

The foregoing procedure will not apply to situations involving issues that have already been decided or which are currently pending, in proceedings involving the Company and/or the Union by courts, administrative agencies or arbitrators.

2. The Company will take the following steps to include the Union in its review and/or notification processes concerning safety matters:

a) Before new Company safety and rule book procedures are issued, they will be presented to and reviewed with the joint Company-Union Safety Committee as set forth in paragraph 41(1) of the Collective Bargaining Contract in draft form. The Union will submit comments to the Director of Safety Services and the Union's comments will be considered in finalizing the procedures.

b) When new safety courses are added or the curriculum of safety courses at The Learning Center is changed, the changes will be presented to and reviewed with the Union in draft form. The Union will submit comments to the Director of Safety Services and the Union's comments will be considered in finalizing the procedures.

c) When Safety Services notifies OSHA or the Public Service Commission of an accident, it will simultaneously notify the Union.

d) The Company will simultaneously provide to the Union, a copy of each "Form A" accident report filed monthly by Safety Services with the Public Service Commission.

The Company and the Union are entering into this agreement with the expectation that the procedures outlined above will result in improving communication, understanding and cooperation between the parties and direct resolution of disagreements without resort to outside agencies. It is the intention of the parties for this agreement to remain in effect until the expiration of the 1996 - 2000 collective bargaining contract (the "contract"). However, each party, in its sole discretion, shall have the right to cancel this agreement upon thirty (30) days written notice.

If this letter accurately reflects your understanding of our agreement, please sign below.

Sincerely,

/s/ Richard P. Cowie
Vice President
Employee Relations

Agreed: /s/ Joseph Flaherty
Business Manager
Local 1-2

Dated: 6/22/96

June 21, 1992

Mr. John Goodman
Business Manager
Utility Workers' Union of America
AFL-CIO, Local 1-2
386 Park Avenue South
New York, NY 10016

Re: Tower Maintenance Work

Dear Mr. Goodman:

This will confirm the agreement between the Company and the Union effective June 21, 1992, to increase the compensation for Line Constructors H.V. performing tower maintenance work from twenty-five (25¢) cents to fifty (50¢) cents per hour. The temporary increase will be paid only while employees are performing the following work functions involving transmission line maintenance:

- Assemble and construct various types of towers, routine and emergency.
- Repair or replace steel structures and members.
- Assist in the removal and installation of all types of de-energized insulators.
- Remove and install conductors and shield wires.
- Perform necessary connections as required when working on conductors, i.e., install compression dead ends, compression straight splices.
- Install spreaders on de-energized conductors.
- Install repair rods on de-energized conductors.
- Tap and bond shield wires at towers.
- Perform routine climbing inspection of towers.

- Perform acceptance inspections of tower work completed by contractors.
- Inspect and repair tower warning lights.

If the foregoing accurately reflects your understanding of our agreement, please sign below.

Very truly yours,

/s/ James P. O'Brien
Assistant Vice President
Employee Relations

Agreed to: /s/ John T. Goodman
Business Manager
Local 1-2
Utility Workers' of America

Date: 6/20/92

June 24, 2000

Mr. Emanuel J. Hellen
President
Utility Workers Union of America
Local 1-2, AFL-CIO
5 West 37th Street, 7FL
New York, NY 10018

RE: Grievance Procedure

Dear Mr. Hellen:

This will confirm our agreement as follows:

The parties agree that they will meet to discuss Paragraph 49 5(a) of the Collective Bargaining Contract, the one unresolved issue relating to the Grievance and Arbitration Procedure.

If the parties are unable to resolve this matter, they will submit it to Martin F. Scheinman for mediation/arbitration. Mr. Scheinman will have the authority to decide this matter.

If this letter accurately reflects your understanding of our agreement, please sign below.

Sincerely,

/s/ Richard P. Cowie
Vice President
Human Resources

Agreed: /s/ Emanuel J. Hellen
President
Local 1-2

Dated: 6/25/00

June 24, 2000

Mr. Emanuel J. Hellen
President
Utility Workers Union of America
Local 1-2, AFL-CIO
5 West 37th Street, 7FL
New York, NY 10018

RE: Two Combination Job Titles
in Electric Operations -
Services Technician,
Equipment Technician,
Duties of the Splicer,
Troubleshooter HV and
Lead Mechanic in Cable

Dear Mr. Hellen:

This will confirm our agreement as follows:

The parties agree that they will form a committee to meet and to discuss the unresolved issues relating to the proposed letter for combination job titles in Electric Operations.

If the parties are unable to resolve these matters, they will submit the unresolved issues to Martin F. Scheinman for mediation.

If this letter accurately reflects your understanding of our agreement, please sign below.

Sincerely,

/s/ Richard P. Cowie
Vice President
Human Resources

Agreed: /s/ Emanuel J. Hellen
President
Local 1-2

Dated: 6/25/00

February 20, 2001

Mr. Emanuel J. Hellen, President
Utility Workers' Union of America
Local 1-2, AFL-CIO
5 West 37th Street, 7th floor
New York, NY 10018

RE: Letter Agreement –
Continuation of Benefits As
Set Forth in Part 4 of the
Collective Bargaining
Agreement

Dear Mr. Hellen:

Except as set forth in Part 4, the basic benefits that existed at the expiration of the 1992-1996 Agreement will continue for the duration of the 2000-2004 Agreement as noted in Article IX, Paragraph 40, but without commitment or liability thereafter. Consistent with the parties' current and prior agreements and understandings, as well as past practice, the Company will, of course, retain its rights concerning matters that have traditionally been within its prerogatives in providing all of the benefit programs enumerated in Part 4.

If this letter accurately reflects your understanding of our agreement, please sign below.

Sincerely,

/s/ Richard P. Cowie
Vice President
Human Resources

Agreed: /s/ Emanuel J. Hellen
President
Local 1-2

Dated: 2/21/01