

## **AGREEMENT**

THIS AGREEMENT, made and entered into by and between OHIO POWER COMPANY, KAMMER-MITCHELL PLANT, hereinafter referred to as the COMPANY, and LOCAL NO. 468, and LOCAL NO. 492 of the UTILITY WORKERS UNION OF AMERICA, A.F.L.-C.I.O., hereinafter referred to as the UNION, WITNESSETH:

### **ARTICLE 1 DUES DEDUCTION**

(a) Maintenance of Membership Provision

In order that employees do their part in assisting the Union to meet its obligations as a party to this Agreement, an employee hired before June 15, 2000 who on or after June 15, 2000 personally pays Union dues or authorizes Union dues deduction, may only discontinue such payments or revoke a prior authorization within the 10 day calendar period preceding the expiration date of this Agreement. Such revocation must be in writing and must be delivered to the Union and the Company.

(b) Agency Fee Provision

In order that employees do their part in assisting the Union to meet its obligations as a party to this Agreement, an employee hired on or after June 15, 2000 shall either personally pay Union dues or authorize Union dues deductions.

(c) Failure to Pay Required Union Fees or Dues

Should an employee covered under (a) or (b) above fail to pay the dues or fees required as a condition of employment, the employee shall be terminated.

(d) Dues Membership:

The Company agrees to deduct from the pay of each employee who executes a written authorization, an amount equal to the current Union dues as set forth in the Local Union By-Laws and the Constitution of the Utility Workers Union of America. The amount of these deductions will be paid to the Local Union. The Union shall notify the

Company of any changes in the dues amounts to be deducted.

(e) This authorization shall become null and void in case the employee leaves the Bargaining Unit covered by this Agreement or during any period of time when there is no Contract in effect between the Company and the Union providing for the deduction of dues.

(f) The Company shall have no obligation to collect Union dues for any pay period in which the employee received (after all other deductions) pay less than the amount of such dues.

(g) The Union shall indemnify and save the Company harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of action taken by the Company in making payroll deductions of Union membership dues as hereinabove defined.

## **ARTICLE 2 UNION RECOGNITION**

### Section 1. Bargaining Unit Definition

The Company hereby recognizes the Union as the exclusive bargaining representative for all the physical employees of the Kammer-Mitchell Plant in accordance with the provisions of the Labor-Management Relations Act of 1947, as amended. The term "employee" or "employees" as herein used and hereinafter appearing in this Agreement includes only those employees now or hereafter employed by the Company in the following job classifications:

All production and maintenance employees, including performance and custodian employees at the Company's Kammer-Mitchell Power Plant located in Cresap, West Virginia; excluding office clerical employees and guards, professional employees, supervisors as defined in the Act, as amended, and all

other employees, it being understood that the inclusions and exclusions as noted above are from a Certification issued by the National Labor Relations Board in Case No. 6-RC-5651 under date of May 14, 1971, for the Ohio Power Company, Mitchell Plant and a Certification issued by the National Labor Relations Board in Case No. 6-RC-4249 under date of November 17, 1966 for the Captina Operating Company's Kammer Power Plant at Cresap, West Virginia, which Kammer Plant has been acquired by the Ohio Power Company as of January 1, 1967.

### Section 2. Classes of Employees

For the purpose of this Agreement, "classes of employees" are defined as follows:

- (a) Regular employees are those employees filling a regular job and who have served the prescribed probationary period of six (6) months.
- (b) Probationary employees are those employees hired to fill a full-time regular job, but who have not served the prescribed probationary period of six (6) months.
- (c) Temporary employees are those employees hired for full-time employment for a temporary period (not normally to exceed six (6) months) for a specific job or relief work.

### Section 3. Employees Leaving and Returning to the Bargaining Unit

Inasmuch as Supervisors and employees in certain other jobs are specifically excluded from the Union, when an employee is promoted or transferred from a job covered by the bargaining unit to a supervisory or excluded job on a regular basis, he will cease to be covered by this Agreement; however, such employee may be returned by the Company, within six (6) months, to his former job classification or an equivalent job classification within the bargaining unit without loss of seniority accumulated before and after such promotion or transfer. After six (6) months, he may be returned to his former job classification or an equivalent job classification without loss of seniority accumulated before such promotion or transfer. This Section 3 is not applicable to

employees temporarily performing supervisory or excluded jobs not covered by this Agreement. During such temporary period of assignment, the employee maintains all rights conferred by the Working Agreement. The employee's membership in the Union does not terminate and he continues to accumulate seniority during the assignment.

#### Section 4. Successorship

The Company agrees that the adoption of this Agreement will be a condition of the sale, divestiture or transfer of any facility covered by this Agreement. When the sale, divestiture or transfer is publicly disclosed, the Company will provide the Union with relevant information concerning such transaction upon request.

#### Section 5. Leave of Absence for Union Officials

A maximum of two employees elected or appointed to full-time union positions shall be granted leaves of absence for the period of such election or appointment. The employees shall continue to accrue seniority during such leaves, and upon termination of the leaves of absence, shall be reinstated to their former positions (or the equivalent if such former positions no longer exist) provided the employees are qualified to return to work.

#### Section 6. UWUA - COPE

Subject to applicable laws and upon receipt of a written authorization from an employee, the Company shall deduct from the pay due such an employee Utility Workers Union of America Committee on Political Education (UWUA-COPE) donations and transmit such, separately from Union dues deductions, to the Secretary-Treasurer of the Utility Workers Union of America. An employee's written authorization for the Company to deduct UWUA-COPE donations shall continue in effect for the duration of this Agreement, or until receipt by the Company of a written notice of revocation, or when the employee ceases to be represented by the Union, whichever occurs earlier.

The Company shall have no obligation to deduct UWUA-COPE donations for any period in which the employee received (after all other deductions) pay less than the amount of such donation. The Union shall identify and save the Company harmless

against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by any reason of action taken by the Company in making payroll deductions of UWUA-COPE donations as hereinabove defined.

### **ARTICLE 3 RIGHTS OF MANAGEMENT**

(a) Except as otherwise provided in this Agreement, the Company, in the exercise of its functions of management, shall have the right to decide the policies, methods, safety rules, direction of employees, assignment of work, equipment to be used in the operation of the Company's business, and to determine the hours of work and schedules, the right to hire, discharge, suspend, discipline, promote, demote, and transfer employees, and to release employees because of lack of work or for other proper or legitimate reasons, subject, however, to the employee's privilege of bringing a grievance as provided in this Agreement. The enumeration of the above management prerogatives shall not be deemed to exclude other prerogatives not enumerated.

(b) The Company shall have the right to assign or contract work to persons or organizations not represented by the Union. This right is limited only to the extent that it shall not be exercised when such actions directly result in the layoff or discharge of any employee covered by this Agreement. In the event of arbitration over the Company's exercise of the right set forth herein, the sole question for the arbitrator shall be whether the Company has violated the foregoing limitation.

### **ARTICLE 4 HIRING AND DISCHARGE**

(a) All new employees, except those hired for temporary or part-time jobs, shall be considered as on a probationary basis for a period of six (6) months in order that their worth, capability, and attitude toward general rules and regulations may be determined. During the probationary period the Company may lay off or dismiss any

probationary employees and it shall have no obligation to rehire such probationary employees and no resort to the grievance procedure may be had because of such layoff, dismissal or failure to rehire. Probationary employees shall have the right to be represented by the Union from date of employment. In the case of such layoff or dismissal the Company will notify the Union in advance.

(b) Persons hired for temporary or relief jobs shall not be subject to the terms and provisions of this Agreement.

(c) Persons hired for part-time work shall not be subject to the terms and provisions of this Agreement.

(d) The Union will be notified within a reasonable time when new employees are hired, giving the name, address, status and wage rate of the new employee and whether such employee is hired on probation with the possibility of becoming a regular employee, is hired because of a temporary or relief job, or is hired for part-time work.

## **ARTICLE 5 WORKING CONDITIONS**

### Section 1. Work Week and Work Day

(a) The work week shall consist of 7 consecutive calendar days starting and ending at midnight on a day designated by the Company, or the starting or quitting time of the "scheduled" shift that overlaps midnight on the day so designated, as determined by the Company. The work day shall be a period of 24 hours beginning and ending at midnight, or the starting or quitting time of the shift that overlaps midnight, as determined by the Company.

(b) The Company will provide fourteen (14) calendar days advance notice of any change in the designated work week.

(c) The scheduling of employees' daily and weekly working hours, including the scheduling of employees to work more or less than eight (8) hours in a work day or forty (40) hours in a work week, shall be determined solely by the Company. However, to the extent practicable, work schedules shall include work days between eight (8) and twelve (12) consecutive hours (exclusive of an unpaid lunch period where provided by the Company) and work weeks of between thirty-six (36) and forty-eight (48) hours. This Section 1 (c) shall not be construed as a guarantee of hours of work or pay.

## Section 2. Schedule and Shift Modifications

(a) For the purpose of this Agreement, the two following definitions shall apply:

(1) "Schedule Change" shall mean a change in an employee's regular days during a work week;

(2) "Shift Change" shall mean a change in hours within a work day which results in the previously scheduled starting and/or quitting times being adjusted by more than four (4) hours.

When an employee's shift is not changed, but his normal starting and/or quitting times are adjusted with less than twelve (12) hours notice, he will be paid one and one-half (1-1/2) times his regular straight-time rate for time worked outside of his previously scheduled hours.

Assignments of overtime shall not constitute a "schedule change" or "shift change".

(b) In all operations where assigned schedules include Saturdays, Sundays, and Holidays, such schedules shall, wherever feasible, be rotated in such manner as to equalize Saturday, Sunday, and Holiday work among the employees involved.

(c) An employee who has his shift and/or schedule changed with less than

twenty-four (24) hours notice before the beginning of his changed shift and/or schedule will be paid at one and one-half (1-1/2) times his regular straight-time rate plus applicable shift premium for the time worked on his first new shift of such changed shift and or schedule. If the employee continues to work on the changed shift and/or schedule on any succeeding days, he shall be paid regular straight-time rate plus applicable shift premium for the remainder of the time worked on such changed shift and/or schedule.

(d) Where twenty-four (24) hours or more notice is given before the changed shift and/or schedule is to begin, an employee whose shift and/or schedule is so changed will be paid the regular straight-time rate including applicable shift premium, during the time he worked on such changed shift and or schedule.

(e) If the new shift commences less than eight (8) hours after the end of an employee's previously scheduled shift which he worked, the employee shall receive one and one-half (1-1/2) times the regular straight-time rate including applicable shift premium for all work performed on his first new scheduled shift.

### Section 3. Trading Work Hours or Work Days

By mutual agreement between employees, and with the supervisor's approval, employees in the same job classification will be permitted to trade work days or hours within a work week for their own convenience; however, in such cases the Company shall not be required to pay any employee involved either daily or weekly overtime.

### Section 4. Reporting Absences

Employees who are unable to report for work shall, whenever possible, notify the designated Company representative at least two (2) hours before starting time of their shift of such inability to report for work and give an estimate of the duration of such inability to report for work. When employees who have not reported for regularly scheduled work are ready to return to work, they should notify their supervisors at least twenty-four (24) hours in advance of such intention or as far in advance as is possible

under the circumstances.

#### Section 5. Other Working Conditions

(a) The Union will cooperate with the Company by encouraging its members to observe safety rules and practices and by informing the Company of hazards or unsafe practices that come to the attention of the Union.

(b) At least once per calendar quarter the Company will meet on a quarterly basis with the Union Committee for the purpose of receiving suggestions and comments on the Company Safety Program. Employee members of the Union Committee (maximum of 6) shall not lose regular straight-time pay while attending these meetings. If a team has two or more employee members on the Union Committee, there may be occasions when it is necessary, due to the plant's operation being adversely affected by these members being absent, to permit only one employee from that team to attend the meeting.

(c) When an Investigating Committee is interviewing a member or members of the Bargaining Unit relative to a serious accident, the employee or employees being interviewed may select and request the presence of a Union Representative of the Bargaining Unit who is reasonably available.

#### Section 6. Bulletin Boards

The Company shall provide bulletin boards for posting of matters pertaining exclusively to Union affairs, but no matter of a commercial, political, or controversial nature shall be posted on any such boards.

#### Section 7. Overtime Distribution

(a) Overtime shall so far as is practicable and reasonable to do so, be equitably distributed according to job classification within the line of progression and a record of such overtime shall be kept up to date by the Company and posted for each line of progression every seven (7) days.

(b) In no event shall the remedy for violation of Section 7(a) be pay for time not worked.

#### Section 8. Overtime Meals

An employee is responsible for providing his own meals during his regularly scheduled hours of work and during prearranged overtime (including work assigned on a regular day off). He shall be entitled to a meal(s) during an overtime assignment only insofar as he has had insufficient notice of the assignment and only to the extent specifically provided below:

(a) For the purpose of meal entitlement, an employee has insufficient notice of an overtime assignment where he has been given less than two (2) hours' notice before the start of an overtime assignment or, in the case of a holdover overtime assignment, less than two (2) hours' notice prior to the start of the regularly scheduled shift from which he is held over.

(b) When an employee has had insufficient notice of an overtime assignment, he will be entitled to a meal at Company expense after working more than two (2) hours, or immediately prior to his regularly scheduled shift, whichever occurs first. Should the overtime work continue, additional meals will be provided at approximate five (5) hour intervals after the end of the previous meal entitlement, except that no meal will be provided during the hours of an employee's regularly scheduled shift.

(c) To the extent practicable, when an employee is entitled to a meal, the Employee may elect to receive either a meal or \$10.00 meal allowance in lieu thereof. Provided, however, that when a meal entitlement falls within one (1) hour of an employee's expected release from work, no meal will be provided and the employee will be paid \$10.00 allowance in lieu thereof.

(d) Where the Company provides an overtime meal the employee shall be

provided reasonable time, as determined by the Company, to eat such meal.

#### Section 9. Working Away From The Plant

When conditions require that an employee work at a location other than the Plant, the employee may be required to provide his own transportation and travel on his own time. Such employee may be reimbursed for his travel expenses as follows:

(a) Where the travel is to an AEP facility listed in the "Daily Expense Allowance Chart" attached to the Wage and Travel Pay Agreement, the employee will be eligible for the allowance shown in the chart.

(b) Where the travel is to a facility not included in the "Daily Expense Allowance Chart" attached to the Wage and Travel Pay Agreement, the daily expense allowance shall be established by the Company and the Union shall be promptly notified of the new allowance amount. If the Company and the local Union cannot agree on the allowance amount established by the Company, the final determination of such allowance shall be deferred until the next negotiation in which travel expense allowances are open for negotiation.

#### Section 10. Jury/Witness Service

(a) When an employee is required to serve on a jury or to appear as a witness in response to a subpoena because of having witnessed an accident during his working hours, the Company shall pay him for time spent in actual jury service or as a witness at his regular straight-time rate for the hours in his regular working schedule except as provided in (e) below.

(b) If an employee's regular schedule includes a shift or shifts other than day shift, his shift shall be changed to all days effective with the first day of service as a juror or witness. If an employee is not required to remain at the courthouse (or jury/witness service location) at any time during the day shift, he must call the Company and receive instructions on whether to report for work or not.

(c) When an employee on jury or witness service is relieved from such service, he shall be returned to the shift assigned to before he was changed to all days because of such service. Shift changes for purposes of this Section 10 shall not be subject to the provisions of Section 2 of this Article 5.

(d) Any time during which an employee is subject to call for jury service or as a witness but during which he does not report for or actually serve on a jury or as a witness shall not be covered by this Section 10; however, the time so spent shall not be considered as time worked for the purpose of calculating overtime. Should the employee be required to be present in court in a case where he is a party litigant, no compensation will be allowed.

(e) When an absence under this Section 10 occurs during a work week regularly scheduled to exceed forty (40) hours and such absence includes the regularly scheduled work day which would result in the employee being scheduled in excess of forty (40) hours, such employee shall be paid an additional one-half (1/2) hour of pay at the regular straight-time rate for each regularly scheduled hour in excess of forty (40) hours during that work week.

#### Section 11. Retrogression

(a) An employee who, in the service of the Company becomes incapacitated for his regular work may be placed on any job he can do without regard to the seniority provisions of this Agreement except that if his being placed in another job would cause displacement of another employee, the Company will not so displace another employee who has greater plant seniority.

(b) Such employee's pay will be determined according to his years of service with the Company. If he has less than fifteen (15) years of service, his regular straight-time rate will be the maximum regular straight-time rate for the job classification in which he is placed.

(c) If an employee has fifteen (15) or more years of service, he will receive the maximum regular straight-time rate for the job classification in which he is placed, plus a percentage of the difference between his former regular straight-time rate and such maximum for the new job classification. Such percentage will be twenty (20) percent for fifteen (15) years of service and increased by three and three-fourths (3-3/4) percent for each additional year of service, but not to exceed in total, seventy-six (76) percent of such difference.

(d) If an employee with fifteen (15) or more years of service is retrogressed due to a disability resulting from an Occupational Illness or Injury occurring in the course of and arising out of his employment with this Company, he will receive the maximum regular straight-time rate for the job classification in which he is placed, plus a percentage of the difference between his former regular straight-time rate and such maximum for the new job classification. Such percentage will be twenty (20) percent for fifteen (15) years of service and increased five (5) percent for each additional year of service up to a maximum of one hundred (100) percent of such difference.

(e) Such an employee will be provided the above opportunity only with full approval of the Company in respect to his ability to perform the job in question.

(f) An employee who has been retrogressed under the provisions of this Section 11 shall retain his seniority in the classification from which he was so retrogressed for a maximum period of two (2) years, but not more than a period equal to his total continuous length of service within the department at the time of his retrogression. If he recovers from the disability during the period in which he has such retained seniority to the extent that he is considered by the Company to be qualified to perform the normal duties of the classification from which he was removed due to the disability, or to any interim classification, this will be done provided his retained seniority is sufficient to displace other employees who occupy the job to which he is being restored. The Company may require medical evidence of the extent of his recovery on

which to base its consideration.

(g) As long as such an employee is paid more than the maximum regular straight-time rate for the job classification in which he is placed, he shall receive only fifty (50) percent of any general wage increase which fifty (50) percent shall be calculated on his personal regular straight-time rate.

(h) Where an employee was receiving an Alternate Straight-Time Rate immediately prior to his retrogression, his former regular straight-time rate of pay will be determined by reference to such Alternate Straight-Time Rate only in the event his new job is paid at an Alternate Straight-Time Rate.

#### Section 12. No Discrimination

The Company and the Union will not discriminate against any employee because of race, religion, color, sex, disability, national origin, status as a Veteran or age. Whenever the masculine gender is used herein, it shall be deemed to include the masculine and feminine gender unless otherwise indicated.

#### Section 13. Medical Examinations

The Company reserves the right to require, at its own expense, medical examinations and/or tests, including random or other drug/alcohol tests, of any employee.

### **ARTICLE 6 SENIORITY**

#### Section 1. Acquisition of Seniority

(a) The seniority of any employee who shall have completed six (6) months' full-time employment shall be determined by the length of his service computed from the first day of his last hire as an employee, except as otherwise provided in Section 2(b) of this Article 6.

(b) Temporary employees shall have no seniority, regardless of length of service. If a temporary employee is transferred to the Bargaining Unit, his seniority shall be computed from the first day of his last hire as a temporary employee, except as otherwise provided in Section 2(b) of this Article 6.

Section 2. Types of Seniority

(a) Length of service within a line of progression shall be deemed line of progression seniority.

(b) Length of continuous service in the "Kammer Plant" shall be deemed "Plant Seniority" for "Kammer Plant" employees and length of continuous service in the "Mitchell Plant" shall be deemed "Plant Seniority" for "Mitchell Plant" employees.

Section 3. Application of Seniority

Seniority shall be a factor in layoff and displacements, recall, transfer, promotion, demotion, and returning to the bargaining unit from a job outside the bargaining unit, all of the above as set forth in this Agreement, but not for any other purpose.

Section 4. Lists of Lines of Progression

For seniority purposes, only the following will be considered as lines of progression:

Maintenance	Performance
Operations	Yard
Control	Stores

Section 5. Promotions and Transfers

(a) Promotions shall be considered as a change from one job classification to

a job classification carrying a higher maximum rate of pay in a line of progression. A temporary step-up or assignment shall not be considered a promotion.

(b) Demotions shall be considered as a change from one job classification to a job classification carrying a lower maximum rate of pay in a line of progression.

(c) Transfers shall be considered as a move from a job classification within a line of progression to a job classification in another line of progression.

(d) When the Company desires to make promotions, transfers, or to increase working forces in any line of progression as to jobs in the Bargaining Unit, the following shall be considered:

(1) Skill, efficiency, experience, ability, knowledge and training. In order to determine an employee's qualifications under this factor, the Company may require the employee to satisfactorily pass reasonable examinations in those jobs so indicated in the "Wage Structure" referred to under the wage provisions of this Agreement.

(2) Physical fitness

Where all the factors covered under Sections 5(d)(1) and 5(d)(2) are relatively equal, seniority shall govern as follows:

FIRST - Line of Progression Seniority in the line of progression where the job openings exists, and

SECOND - Plant Seniority. If two or more employees in the same line of progression have the same line of progression seniority, then plant seniority shall prevail.

(e) Line of progression seniority shall be exercised for bidding upward or downward.

## Section 6. Procedure for Filling Vacancies

(a) In order that employees may know about jobs that are to be filled (other than by step-up or temporary assignment) in the Coal Equipment Operator-Senior, Harbor Pilot, Control Technician-Junior, Control Technician-Senior, Equipment Operator-Junior, Maintenance Machinist, Maintenance Mechanic-Senior, Maintenance Welder, Performance & Industrial Hygiene Technician-Junior, Performance & Industrial Hygiene Technician-Senior, Stores Attendant-Junior, Stores Attendant-Senior and Unit Operator job classifications, the Company will post a notice on the bulletin board indicating that such jobs are open for bid. These notices shall remain on the bulletin boards for ten (10) calendar days from date of posting. Employees may submit bids for these jobs to the Human Resources Manager during the period specified. However, the Company is not obligated to honor the job bid of an Equipment Operator-Junior who submits a bid to change lines of progression within such entrance job. Those employees who were absent from the plant for the entire period of time that the opening was posted will be given the opportunity of applying for the job if their desires are made known within seven (7) calendar days after they return to work, or thirty (30) calendar days from the date the job was posted, whichever occurs first

(b) An employee holding the job classification of Equipment Operator-Junior must acquire within such time frame as determined by the Company, the qualifications necessary to perform the duties of the next higher job classification in the line of progression for which he was placed into the Equipment Operator-Junior classification (i.e., Coal Handler in Yard, Equipment Operator in Operations, or Maintenance Mechanic-Junior in Maintenance). Similarly, an employee holding the job classification of Stores Attendant - Junior must acquire within such time frame as determined by the Company, the qualifications necessary to perform the duties of the Stores Attendant's job. An employee's failure to qualify during such period shall result in his removal from the job.

(c) When an Equipment Operator-Junior is qualified to fill the Coal Handler, Equipment Operator, or Maintenance Mechanic-Junior job in his line of progression, or when a Stores Attendant-Junior is qualified to fill the Stores Attendant job, his classification shall be so changed and the Company shall not be required to post a notice in accordance with Section 6(a) above.

(d) An employee holding the job classification of Coal Handler, Control Technician-Junior, Maintenance Mechanic-Junior or Performance & Industrial Hygiene Technician-Junior must acquire within such time frame as determined by the Company, the qualifications necessary to perform the duties of the next higher job classification in his line of progression. An employee's failure to qualify during such period shall result in his removal from the job.

(e) When a Coal Handler, Control Technician-Junior, Maintenance Mechanic-Junior or Performance & Industrial Hygiene Technician-Junior is qualified to fill the next higher job classification in his line of progression, his job classification shall be so changed and the Company shall not be required to post a notice in accordance with Section 6 (a) above.

#### Section 7. Seniority Following Transfers

(a) The line of progression seniority of an employee transferred from one line of progression to another will start in the line of progression to which transferred as of the date of the transfer and will continue to accumulate in the line of progression from which transferred for a period of ninety (90) calendar days, after which he shall have line of progression seniority only in the line of progression to which he was transferred.

(b) An employee who changes to another line of progression may return to his former classification and line of progression within ninety (90) calendar days from date of change providing an opening exists, and his seniority in his former line of progression shall be the same as if such change had not occurred.

(c) An employee who changes to another line of progression and who within ninety (90) calendar days is found incapable to hold such job, shall be permitted to return to his former classification and line of progression providing an opening exists, and his seniority in his former line of progression shall be the same as if such change had not occurred.

#### Section 8. Loss of Seniority

Regardless of length of service, a complete loss of seniority (employment rights) shall be suffered by an employee who:

- (a) Voluntarily terminates his employment.
- (b) Is discharged for good and sufficient reasons.
- (c) Fails to return to work as provided for under Section 11 of this Article 6.
- (d) Is absent from work without reasonable excuse or justification for three (3) consecutive scheduled work days including an intervening holiday, if such holiday was within his regular schedule.
- (e) Is absent from work for a period of one (1) year or more or for a period equal to the employee's length of service when such absence begins, whichever is less, unless in an exceptional case of illness or disability such time is extended by leaves of absence.
- (f) Overstays a leave of absence.

#### Section 9. Layoff

(a) When a reduction in force in any line of progression is necessary, probationary employees will be laid off first. In case it is necessary to further reduce the number of employees in a line of progression, employees who are the lowest on the seniority list may:

(1) Starting with the job classification in which the reduction is to be made, the employees with the least plant seniority shall be removed therefrom. They shall have the right to exercise their seniority in lower job classifications for which they are qualified in that line of progression. This process shall be continued until the number of employees to be reduced in the line of progression has been reclassified to the entrance job.

(2) An employee who is to be displaced from an entrance job in a line of progression shall have a maximum of three (3) working days from date of being notified to exercise his plant seniority, provided he is qualified for the job involved, by transferring to an entrance job in another line of progression, if such entrance job is held by an employee having less plant seniority, or electing to be laid off. "Entrance Jobs" are defined as follows:

Control Technician-Junior

Equipment Operator-Junior

Performance & Industrial Hygiene Technician-Junior

Stores Attendant-Junior

(3) After the transfers resulting from the exercise of the foregoing rights have been accomplished in all lines of progression in which such action is taken, the excess employees remaining from all lines of progression shall be laid off in accordance with their plant seniority.

(4) As soon as practicable after the Company has identified with certainty those employees to be laid off under this Section 9, the Company will begin to consider each such employee for placement elsewhere. This consideration will continue until any one of the following occurs: (1) the employee is placed at the Mitchell Plant or elsewhere; (2) the employee is no longer retaining seniority rights under Section 10 below; (3) the

employee is recalled under Section 11 below; or (4) the Company ceases to have a current address for the employee. The effective date of an employee's layoff shall not be delayed as a result of the failure of the Company to begin consideration of the employee for a placement elsewhere prior to such date.

#### Section 10. Seniority After Layoff

Employees laid off shall retain their seniority rights for a period of two (2) years or for a period equal to the employee's length of service when such absence begins, whichever is less.

#### Section 11. Recall

(a) In recalling laid off employees, they shall be returned to work in reverse order of layoff, if they are available and able and qualified to return to work, before new employees are added from outside the Company. If an employee who has been laid off fails to report within ten (10) calendar days after notice is sent by certified mail, which notice shall be effective from date of mailing, he shall be considered dismissed from the employ of the Company and the next employee in seniority shall be called.

(b) A laid-off employee who expects to return to the Company shall keep the Company notified of any change of address, either by registered or certified mail or written notice personally delivered. The Company shall have the right to depend upon the last given address.

(c) A laid off employee may be hired because of a temporary job or because of vacation relief but in such cases he shall be considered as a temporary employee and such re-employment will not affect his previous seniority rights. A laid-off employee will not forfeit his seniority rights if he has been offered and declines a temporary job.

#### Section 12. Seniority--Sick or Disabled Employees

(a) The seniority of a sick or disabled employee absent from work and

receiving sick pay benefits, will accrue within the limits of the period he receives such benefits, in the same manner as though such employee had been working.

(b) When the applicable period of the sick pay benefits expires, an employee may apply for a leave of absence as provided for in Article 7, "Leave of Absence and Permission to be Absent". Seniority will then accrue only as may be provided for in the terms of the leave of absence.

#### Section 13. Wage Rates - Job Changes

(a) Employees changed to other jobs in accordance with the terms of this Article 6 will take the new job rate whether it be greater or less than their previous job rate.

(b) Should an employee work in a higher job classification for at least one-half of the hours of his regular shift, he will receive the higher rate for any remaining hours in the shift whether or not he performs work in such higher job classification.

#### Section 14. Company Service

Length of continuous service with the Ohio Power Company and/or any of the other American Electric Power Company affiliates shall be called "Company Service."

### **ARTICLE 7 LEAVE OF ABSENCE AND PERMISSION TO BE ABSENT**

(a) For the purpose of this provision, a leave of absence shall not be for a period of less than fifteen (15) calendar days.

(b) Upon written request from an employee, the Company may grant a leave of absence without pay for a period not to exceed three (3) months. The employee will accumulate seniority during an initial leave of absence providing such employee returns to work at the end of such leave of absence or is granted an additional leave of absence. Upon written request from an employee, additional leaves of absence for

periods not to exceed three (3) months in any one leave of absence may be granted at the option of and under conditions specified by the Company.

(c) All leaves of absence shall be issued in writing and state the conditions thereof. A copy of such leaves of absence shall be kept on file by the Company and a copy will be furnished to the employee and the Union.

(d) Before permitting an employee to return to work after a leave of absence, the Company may require the employee to satisfactorily pass a medical examination.

(e) An employee on leave of absence will be terminated if he violates any term or condition of the leave of absence.

## **ARTICLE 8 BENEFITS**

### Section 1. Vacations

#### (a) Vacation Entitlement

(1) Vacation entitlement shall be as set forth in the following table:

<u>Service Requirement</u>	<u>Hours of Vacation</u>
• In the calendar year of hire:	8 hours for each full month of service with a maximum of 80 hours. Vacation for employees credited with prior employment as set forth in Section 1(a)(3) below shall be in accordance with the table shown immediately below.
• On January 1st of the calendar year in which the following service will be obtained:	
1 year of service	80 hours
2 years of service	88 hours
3 years of service	96 hours

4 years of service	104 hours
5-6 years of service	120 hours
7-8 years of service	128 hours
9-10 years of service	136 hours
11-12 years of service	144 hours
13-14 years of service	152 hours
15-23 years of service	160 hours
24 years of service	200 hours

(2) In the calendar year of hire, rehire or return from leave of absence if an employee is employed or returns from leave on or before the 15th of a month, the month will be counted as a full month for determining vacation entitlement in the following month. If an employee is hired on or after the 16th of a month, the month would not be counted.

(3) For purposes of this Section 1 (a), continuous service shall include credit for prior periods of employment as a probationary or regular employee with Ohio Power Company and/or any other American Electric Power System affiliated Company.

(4) Vacation pay shall be at the employee's regular straight-time time rate.

(b) An employee with 23 years of service may defer up to eighty (80) hours of vacation entitlement from year-to-year into a "deferral bank," however, the "deferral bank" cannot exceed a maximum of eighty (80) hours. An employee with 24 years of service or more may defer up to one half (1/2) of his vacation entitlement from year-to-year into a "deferral bank," however, the "deferral bank" cannot exceed a maximum of one hundred (100) hours. Such "deferral bank" vacation entitlement is subject to the same scheduling criteria as regular vacation entitlement in accordance with Section 8 (g)1 below.

(c) Vacation Upon Termination

(1) When an employee retires, is removed from the payroll, terminates his employment, or is laid off, the Company will either give the employee his vacation that he would be entitled to take during the year prior to the

termination of his employment or, in lieu of vacation, pay the employee, or his beneficiary, as the case may be, as of the date of termination of his employment, the amount of vacation pay that the employee would have received if he had taken his vacation during the period of his employment with the Company.

(2) When an employee dies or retires from the Company, the Company will pay the employee, or the employee's beneficiary, as the case may be, the pro rata part of the vacation he has earned during the year in which he dies or retires. When a regular employee dies or retires, the Company will pay the employee or the employee's beneficiary as the case may be, the pro-rata part of the vacation he has earned during the year in which he dies or retires. The provisions of this Section 1 (c) (2) only applies to employees who were AEP employees prior to January 1, 2000 and is not applicable to any employee who became an AEP employee or was hired after January 1, 2000.

(d) Vacation Upon Layoff

In case an employee is laid off and later is recalled, the following shall apply:

(1) If he is recalled during the same calendar year as that in which he was laid off, he will be entitled to receive in the next calendar year the pro rata part of the vacation with pay which he earned during the calendar year in which he was laid off.

(2) If he is recalled after the calendar year in which he was laid off, he will be entitled to receive in the calendar year in which he is recalled, the pro rata part of the vacation with pay which he earned during the year in which he was laid off, and in the following calendar year he shall receive vacation in accordance with the applicable provisions of this Article 8.

(e) Vacation Entitlement Returning From Leave of Absence

Vacation entitlement for an employee returning from a Leave of Absence shall be based on the total years of service in the year of return from leave in accordance with the table in Section 1(a) above. However, the entitlement for vacation in the year of return will be pro-rated for the remaining months of the year rounded up to the next whole hour. In no case will the pro-rated vacation entitlement for an employee returning from leave be less than that of a new employee hired on the same date.

The provisions of this Section (e) will not apply to an employee returning from Military Leave, paid FMLA Leave or Sick Pay. Such returning employees will receive the full entitlement in accordance with the table in Section 1(a) above.

(f) Holidays Falling During Vacation

If a holiday as defined in Article 9 falls during scheduled vacation hours, it will not be charged against an employee's vacation allowance, but will be paid as Holiday Pay.

(g) Vacation Scheduling

(1) If and where it is practicable, within such work groups as determined by the Company, the Company will grant vacation at a time desired by the employee, subject to work requirements. In selecting vacations, an employee will be given preference according to his Company Service, except that when he divides his vacation into more than one period, his Company service preference applies to only one period and he will not have another selection opportunity until all other employees have had the opportunity for selecting a vacation period. On or before February 1 of the calendar year in which vacations are to be taken, schedules will be circulated in order to obtain the employees' vacation time preference. Should an employee not be able to give a

decision as to his vacation time when approached with the schedule, he will be given until his next scheduled working day to give his decision before consideration is given to another employee. For those employees who have not selected their vacation preference times by April 1 for part or all of their vacation, the Company may assign times for such employee for any part of their vacation for which they have not selected vacation preference times. Whenever possible, vacations should be scheduled for periods of not less than a scheduled work week. Employees will not be permitted to take one (1) day vacations when premium pay is involved in replacements.

(2) The Company will not change an employee's work schedule during the period he is on vacation, unless he is notified prior to the time his vacation commences.

(3) An employee may elect to utilize hours of vacation entitlement by requesting that they be applied toward converting unpaid time off on a holiday to paid time off. This Section 8 (g) (3) shall be applicable only to employees regularly scheduled to work in excess of eight (8) hours per day.

## Section 2. Absence for Death in Immediate Family

(a) In case of death in an employee's immediate family. Immediate family members are defined as your spouse, father or stepfather, mother or stepmother, brother, sister, child, including those in a step relationship regardless of residence and other individuals within the employee's household, father-in-law and mother-in-law; in order that the employee make arrangements and attend the service he shall receive upon request, up to a maximum of three (3) regular scheduled days off without loss in regular straight-time rate during the period beginning with the day of death and up to and including the day following the funeral. Should a Company-recognized Holiday occur within the period starting with the day of death and up to and including the day

following the funeral, the employee will receive Holiday Pay for such day. The granting of Holiday Pay for such day will not affect nor reduce other pay provisions covered hereinbefore in this Section 2. In case of death of an employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, his grandparents or grandchildren, the employee, upon request, will be given one (1) day off without loss of regular straight-time rate on the day of the funeral to attend the services. If an employee serves as a pallbearer for a deceased active or retired employee, he will be granted the necessary time off without loss of regular straight-time rate of pay on the day of the funeral. The provisions of this Section 2 will apply within the time limits of an employee's scheduled vacation but not when an employee is off duty due to illness or injury, or for any other reason.

(b) When an absence under this Section 2 occurs during a work week regularly scheduled to exceed forty (40) hours and such absence includes the regularly scheduled work day which would result in the employee being scheduled in excess of forty (40) hours, such employee shall be paid an additional one-half (1/2) hour of pay at the regular straight-time rate for each regularly scheduled hour in excess of forty (40) hours during that work week.

## **ARTICLE 9 WAGE AGREEMENT, PREMIUM PAYMENTS AND HOLIDAYS**

### Section 1. Wage and Travel Pay Agreement

(a) The parties hereto have agreed to a Wage and Travel Pay Agreement with attached wage rate structures and a daily travel allowance chart apart from this Agreement (which is in writing and bears their signatures) which wage rate structures and daily travel allowances shall remain in effect for the duration of this Agreement; provided, however, that either party shall have the right to demand renegotiation of such wage rate structures and/or daily travel allowances, including the existence and/or adjustment of progression time steps, during the period of this Agreement by giving to the other party notice in writing of its desire to modify the wage rate structures and/or daily travel allowances on or before the sixtieth (60th) calendar day preceding May 31st

of any such calendar year.

(b) Should the Wage and Travel Pay Agreement be reopened and the parties fail to reach agreement by the expiration date of the current Wage and Travel Pay Agreement or by the expiration date of any mutually agreed upon extension of that Agreement, the Mutual Responsibilities Clause of this Agreement shall become inoperative with respect to any strikes, work stoppages, picketing or lockouts on the subject of wages which commence within sixty (60) calendar days after May 31, 2011 or sixty (60) calendar days after May 31, 2014 or within sixty (60) calendar days after the expiration date of any extension of that Agreement mutually agreed upon.

#### Section 2. Payment of Wages

Wages shall be paid every other week.

#### Section 3. Wage Rates for New or Changed Jobs

If any new jobs are created or if the duties of any jobs are combined during the term of this Agreement, the wage rates for such new or combined jobs shall be established by the Company on the basis of existing job rates for other jobs and in proper relationship to other existing job rates in the Bargaining Unit. If the Company and the Union cannot agree on the wage rate for the new or changed job, the final determination of such wage rate shall be deferred until the next negotiations in which all wage rates are open for negotiations, and any change in the wage rate for the new or changed job resulting from such negotiations will be retroactive to the date the new or changed job was first placed in operation.

#### Section 4. Overtime Premiums

(a) All employees will receive one and one-half times their regular straight-time rate for all work performed outside their assigned schedules and for all hours worked in excess of forty (40) hours in a work week except as otherwise provided for in this Agreement.

(b) When employees are regularly scheduled to work in excess of forty (40) hours in a work week, the regularly scheduled hours exceeding forty (40) shall be regarded as overtime hours for which the employee will receive one-and-one-half times the regular straight-time rate, provided that he actually works the scheduled overtime hours and has worked or received pay for the first forty (40) regularly scheduled straight-time hours during the same work week.

(c) The Company will pay double the regular straight-time rate for all time worked on Sunday to all employees, except employees whose regular schedule includes Sunday.

(d) Employees whose regular schedule includes Sunday will receive regular straight-time rate only for all time worked within their regular schedule on Sunday, and one and one-half regular straight-time rate for all time worked outside of their regular schedule on Sunday.

(e) Employees whose regular schedule includes Sunday, shall receive one and one-half regular straight-time rate for all time worked on their regular days off in a work week except as follows: In a work week in which a calendar Sunday is a regular day off, employees shall receive double their regular straight-time rate for all time worked on Sunday. In a work week in which a calendar Sunday is not a regular day off, employees shall receive double their regular straight-time rate for all time worked on their second regular day off.

#### Section 5. Rest Period

(a) Any employee who works sixteen (16) hours or more within any twenty-four (24) hour period shall be allowed an eight (8) hour rest period. If any part of this eight (8) hour rest period falls within his regularly scheduled hours, he shall be paid for such part at his regular straight-time rate. Should an employee be required to work any part of this eight (8) hour rest period which falls within his regularly scheduled hours, he shall receive regular straight-time rate for such hours worked in this period in addition to

the regular straight-time rate he receives due to such hours being within his rest pay period entitlement. The pay provisions of this Section 5 shall not be applicable to any hours scheduled or worked on a recognized holiday or to any hours scheduled or worked that are subject to overtime premium. The rest period shall begin at the earlier of the following: a) when the employee is released from work, b) at the beginning of the regularly scheduled shift, or c) at the time during the regularly scheduled shift when an employee completes sixteen (16) hours of work in a twenty-four (24) hour period.

(b) Nothing herein shall be construed to require that the Company assign overtime to an employee when to do so could make applicable the provisions of Section 5(a) above.

#### Section 6. Call Outs

(a) An employee called out to work off schedule between 6:00 a.m. and midnight will be paid for a minimum period of two (2) hours at the applicable rate as provided in Section 4 of this Article 9 covering overtime premiums.

(b) An employee called out to work off schedule between midnight and 6:00 a.m. will be paid for a minimum period of three (3) hours at the applicable rate as provided in Section 4 of this Article 9 covering overtime premiums.

(c) In case more than one call-out occurs within the minimum period, the employee will receive pay at the applicable rate for the applicable minimum period or actual hours worked, whichever is greater.

(d) If the minimum period overlaps into the employee's scheduled hours of work, he will be paid at the applicable rate only for the time actually elapsed between his report for call-out and his regular starting time of scheduled work.

#### Section 7. Holiday Pay Days Observed

The following days, or days observed in lieu thereof, shall be recognized as

holidays: New Year's Day, Good Friday, Memorial Day (last Monday in May), July Fourth, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and three (3) Personal Days Off.

- (1) Employees Whose Regular Schedule Does Not Include Saturday or Sunday: When a holiday (except Christmas Eve) falls on Sunday, the following Monday shall be observed in lieu thereof, and Monday only will be the day for which holiday pay will be paid. When any holiday (except Christmas Eve) falls on a Saturday, the preceding Friday shall be observed in lieu thereof. Christmas Eve shall be observed on the day it falls, with the following exceptions: When it falls on Saturday or Sunday, it shall be observed on the preceding Friday; and when it falls on Wednesday, it shall be observed on the following Friday, December 26.
- (2) Employees Whose Regular Schedule Includes Saturday and Sunday: All holidays, regardless of the day of the week, shall be observed on the actual day, or on the observance day, listed in Section 7(a) above for each holiday.
- (3) Employees Whose Regular Schedule Includes Alternate Saturdays But Not Sundays: When a holiday (except Christmas Eve) falls on Sunday, the following Monday shall be observed in lieu thereof, and Monday only will be the day for which holiday pay will be paid. Christmas Eve shall be observed on the day it falls, with the following exceptions: When it falls on Sunday, it shall be observed on the preceding day, Saturday. When it falls on Wednesday, those scheduled to work the following Saturday shall observe it on the actual day, Wednesday. Those not scheduled to work the following Saturday, shall observe it on Friday, December 26.

(b) Personal Days Off

- (1) The Personal Days Off, as provided in Section 7(a), will be granted to all regular employees on the payroll on January 1 of each year. Personal Days Off may be taken in two (2) hour increments. The days for taking such Personal Days Off must be approved by the Company and the employee should secure such approval at least one (1) week in advance of the day he desires to be off, unless extenuating circumstances prevent his asking for the day or days in such advance time. Such Personal Days Off must be taken by December 31st of the calendar year involved. It shall be the employee's own responsibility to arrange his Personal Days Off and if not used by December 31st of the calendar year involved, shall be lost and no additional compensation will be paid in lieu thereof. If more employees request a Personal Day Off on a specific day than can be accommodated within the work group, requests will be honored in the order in which the requests were received.
  
- (2) In lieu of a day off with eight (8) hours pay at the regular straight-time rate an employee may elect to utilize a Personal Day Off by requesting that the entire paid portion thereof (i.e., up to eight (8) hours) or such smaller portion as the employee desires, be applied to converting unpaid time off on a holiday to paid time off. This Section 7(b)(2) shall be applicable only to employees regularly scheduled to work in excess of eight (8) hours per day.

(c) Pay for Holiday Not Worked

All full-time hourly-rated employees not normally required to work on the holidays as recognized in Section 7(a) will be paid Holiday Pay on the following basis:

- (1) When a holiday falls within a regular work schedule and is not worked, the employee will be paid at regular straight-time rate for

eight (8) of the regular hours of the employee's normal schedule for that day of the week. However, an employee temporarily assigned to a job classification having a higher maximum rate than his regular straight-time rate for the full day before and after a holiday will be paid such temporary rate for the holiday.

- (2) When a holiday falls on a regular day off and is not worked, for any employee affected the Company will either;
  - (a) Pay such employee for eight (8) hours at his regular straight-time rate for such holiday, or
  - (b) Give such employee a day off on one of his regularly scheduled days in the preceding, current, or succeeding work week, and pay him for eight (8) hours at the regular straight-time rate for such day.
- (3) An employee who has been scheduled or notified that he is required to work on a holiday and then does not work, will receive no pay for that day.
- (4) An employee who is absent from work on scheduled work days immediately preceding or following a holiday will not receive pay as Holiday Pay unless such absence is excused by the Company.
- (5) An employee will not be paid Holiday Pay for any day for which he receives Sick Pay.

(d) Pay for Holidays Worked

All full-time hourly-rated employees required to work on any of the holidays as recognized in Section 7(a) will be paid for the time worked on any such holidays on the

following basis:

- (1) Time worked on a holiday within the time limits of the normal regular schedule for that day, on a regularly scheduled day of the week, will be paid at one and one-half the regular straight-time rate and in addition will receive the pay provided in Section 7(c)(1).
- (2) An employee whose normal regular schedule includes work weeks of over forty (40) hours shall not lose weekly overtime pay for hours worked in excess of forty (40) hours in such work week solely by reason of the day on which a holiday falls.
- (3) Time worked on a holiday outside the time limits of the normal regular schedule for that day on a regularly scheduled day of the week, will be paid at double the regular straight-time rate and in addition will receive the pay provided in Section 7(c)(1).
- (4) For Holiday Pay purposes, all hours worked on an employee's regular day off shall be considered as hours worked outside the employee's normal regular schedule for that day and will receive the pay as provided in Section 7(d)(3).

(e) Any hours on regular days off for which Holiday Pay is paid, whether said hours are worked or not worked, will not be considered for the purpose of computing overtime.

(f) Holidays During Vacation

If one of the recognized holidays falls during the vacation of an employee on one of the days that he normally would have been scheduled to work or on one of the days for which he would have received pay under the provisions of Section 7(c)(2), he will be entitled to an extra eight (8) hours of vacation with pay for eight (8) hours at his regular

straight-time rate at a time agreeable to the Company or equivalent vacation pay, at the option of the Company.

### Section 8. Shift Premium

Shift Premium will be paid only to full-time employees regularly scheduled for work on the afternoon or night shifts, as follows:

(a) For hours worked on the night shift, there will be paid a premium rate of eighty five (85¢) per hour. For hours worked on the afternoon shift, there will be paid a premium rate of eighty cents (80¢) per hour. No premium will be paid for hours worked on day shift.

NIGHT SHIFT - where the majority of scheduled working hours are between 10:00 P.M. and 5:59 A.M.

AFTERNOON SHIFT - where the majority of scheduled working hours are between 2:00 P.M. and 9:59 P.M.

DAY SHIFT - where the majority of scheduled working hours are between 6:00 A.M. and 1:59 P.M.

(b) Employees regularly assigned to a day shift who are temporarily changed to an afternoon or night shift schedule will be paid the premium applicable to the shift assigned.

(c) If employees regularly assigned to a day shift are required to work overtime hours, at the applicable overtime rate falling within the time limits established for the "Night Shift" and/or "Afternoon Shift" but which assignment does not disturb the normal daily or weekly schedule of such employees, then shift premium shall not apply to such overtime hours.

(d) Overtime worked by employees on rotating shift schedules and thereby entitled to shift premium will be computed at the rate applicable to the shift on which the employee is working.

(e) The provisions of Sections 8(a) through (d) above shall not be applicable to employees who are paid at an Alternate Straight-Time Rate.

#### Section 9. Sunday Premium

(a) All employees, whose regular schedule includes Sundays, shall receive one dollar and ten cents (\$1.10) per hour premium for all straight-time hours worked on such Sunday. This premium is in addition to the employee's regular straight-time rate and any applicable shift premium, but this one dollar and ten cent (\$1.10) per hour premium will not apply to any hours for which an employee is paid at a rate equal to or in excess of one and one-half times his regular straight-time rate.

(b) The provisions of Section 9(a) above shall not be applicable to employees who are paid at an Alternate Straight-Time Rate.

#### Section 10. Non-Pyramiding of Premiums

When two or more types of premium compensation (exclusive of shift premium and Sunday premium) are applicable to the same hours of work, only one--the higher--shall be paid. In no case will premium compensation be duplicated or pyramided.

#### Section 11. Alternate Straight-Time Rate

(a) If during the term of this Agreement, the Company establishes a regular schedule that includes weeks of over forty (40) hours, the following shall apply:

(b) The Company shall establish new hourly straight-time rates for the job classifications needed for the new schedule. These new rates, to be known as Alternate Straight-Time Rates, will apply when employees are assigned to the new schedule.

(c) Unless otherwise specifically provided herein, when an Alternate Straight-Time Rate is paid to an employee, such rate shall be regarded as his regular straight-time rate for purposes of applying the provisions of this Agreement.

## **ARTICLE 10**

### **GRIEVANCE PROCEDURE**

#### Section 1. Grievances

(a) Should any dispute or disagreement arise between an employee and the Company over discipline for any reason or over any other matter, except a matter arising under Article 11, or insofar as an issue involving the American Electric Power Companywide Incentive Plan (CIP) is concerned, such dispute or disagreement shall constitute a grievance and be disposed of as set forth below. Disputes or disagreements arising under Article 11 shall be processed in accordance with the provisions of that article. An employee who is disciplined for violation of Article 11 and who grieves shall process such grievance under the procedures of this Article 10.

**FIRST STEP:** Any grievance shall be adjusted by direct contact between the employee and his immediate supervisor either with or without his departmental union representative present. Such contact must be made within three (3) working days of the occurrence of the grievance or the Company shall not be obligated to make any adjustment of the grievance. The immediate supervisor may review the matter with the Team Leader or appropriate Manager before providing a response. Should the immediate supervisor, Team Leader, or Manager desire to gain a better understanding of the facts and/or issues presented by the grieving employee, he may request that the grievance be reduced to writing. A meeting may be held with the grieving employee within five (5) working days of the notification of the grievance to discuss the matter further before giving a response. The immediate supervisor, Team Leader or Manager shall give an answer to the grievance within five (5) working days after the

contact has been made or the grievance may be taken to the second step of the Grievance Procedure. Where the grievance is submitted in writing at the first step, the Company's answer will be given in writing.

**SECOND STEP:** Where a grievance cannot be adjusted in the first step the Bargaining Committee may request a meeting with the General Manager within ten (10) calendar days after the answer is given in the first step. This request shall be in writing and shall outline the grievance and state the provision, if any, of the Agreement alleged to have been violated. Within ten (10) calendar days of receipt of request for such a meeting, the General Manager, or a representative designated by him, shall meet with the Bargaining Committee in an effort to dispose of the grievance. The General Manager or his designated representative shall give an answer in writing within ten (10) calendar days of the second step meeting.

**THIRD STEP:** Where a grievance involves the application or interpretation of this Agreement and the grievance has not been adjusted to the mutual satisfaction of both parties, then within ten (10) calendar days after the answer is given in the second step, the Bargaining Committee may submit in writing to the Labor Relations Manager a request for a conference for the purpose of attempting to settle said grievance. The Labor Relations Manager or a representative designated by him shall within fifteen (15) calendar days from the receipt of such communication, notify the Bargaining Committee of a suggested time, date and place for such conference which will be mutually agreed upon. At this conference there will be present either the Labor Relations Manager or a representative designated by him with full power and authority to adjust said grievance. The date for holding such a conference shall be set within thirty (30) calendar days of the receipt of the request of the Union. An answer which describes the basis for the Company's decision shall be given to the Union in writing within twenty (20) calendar days after the third step meeting.

(b) The disposition made of any grievance in any step of the Grievance Procedure shall be final and binding if no appeal is taken therefrom within the time limits of each step of the Grievance Procedure as provided herein.

(c) A grievance disposed of under the Grievance Procedure of this Agreement shall not again be admissible as a grievance.

Section 2. Appeal from Discharge:

Any regular employee who considers himself improperly discharged may bypass the first two steps of the Grievance Procedure and submit a grievance in writing directly to the Labor Relations Manager at the third step. Such grievance must be submitted within three (3) days after discharge and will otherwise be handled in accordance with the grievance procedure as heretofore defined.

Section 3. Arbitration:

In the event of failure to satisfactorily adjust and settle any grievance involving the interpretation and application of a specific term or provision of this Agreement according to the foregoing procedure set forth in Sections 1 or 2 above, then such grievance shall be submitted to arbitration in the following manner:

(a) In the event that the Union desires to submit a grievance to arbitration it shall so notify the Labor Relations Manager in writing within twenty-one (21) days from the date the answer is given in the third step. Included within the written request to arbitrate shall be a statement of the grievance including the specific term(s) or provision(s) of this Agreement alleged to have been violated and the remedy requested. Accompanying the written request to arbitrate shall be a check or money order in the amount of the Union's portion of any FMCS fees for providing arbitrator panels.

(b) Upon receipt of the Union's request to arbitrate, the Company will promptly petition the Federal Mediation and Conciliation Service (FMCS) and an arbitrator will be

selected by the parties. In the event that no acceptable arbitrator appears on the first panel of arbitrators submitted by the FMCS, the Company shall request a second panel from which an arbitrator shall be selected.

(c) The arbitrator so selected shall hold a hearing as promptly as possible on a date satisfactory to the parties. If a stenographic record of the hearing is requested by the Company, the initial copy of this record shall be made available to the arbitrator for his sole use. The cost of this initial copy and its own copy shall be borne by the Company, unless the Union also desires a copy. If the Union desires a copy, it shall notify the Company prior to the close of the hearing. The Company and the Union shall then equally share the cost of the arbitrator's copy, and shall each bear the cost of any copies of the record they desire.

(d) Within forty-five (45) days after completion of the hearing, the arbitrator shall render a decision on the grievance submitted to arbitration, and shall prepare and submit to the parties written findings, which written findings shall be binding upon both parties to the Agreement.

(e) The arbitrator shall not have the power to change or recommend any change of the provisions of this Agreement or pass upon any question relating to the American Electric Power System Retirement Plan, Group Life Insurance Plan, Comprehensive Medical Plan [or alternative medical coverage such as a Health Maintenance Organization (HMO) or Preferred Provider Organization (PPO) should such be made available by the Company], Comprehensive Dental Assistance Plan, Long Term Disability Plan, Sick Pay Plan, Retirement Savings Plan, Group Accidental Death and Dismemberment Insurance Plan, Long Term Care Plan, or Spending Accounts, and no question involving wage rates can be submitted to arbitration hereunder. A question affecting the claim of an individual employee to the established rate of a job to which he claims to have been assigned for a sufficient period of time to be entitled to the established rate of such job shall not be considered a question involving wage rates within the meaning of this Section 3(e).

(f) The arbitrator shall have no authority to decide grievances that do not involve a specific term or provision of the Agreement or to pass upon any question involving the termination of an employee in an entrance job with less than one (1) year of plant seniority or pass upon any question involving the American Electric Power Companywide Incentive Plan (CIP) Programs. Nor shall an arbitrator have authority to decide grievances involving incidents that occur subsequent to the expiration of the Agreement.

(g) The expense of the arbitrator and any other necessary expense of the arbitration proceedings shall be shared equally by the parties hereto.

#### Section 4.

The foregoing provisions relating to the "Adjustment of Grievances" shall not be considered as being in conflict with the rights of any individual employee to prosecute his own grievance as is provided for in the Labor-Management Relations Act of 1947.

#### Section 5. Notification of Union Officers

The Union will furnish the Company with the names of its duly elected officers and the names of its duly authorized representatives who are members of the Bargaining Committee and the names of its departmental representatives.

#### Section 6. Pay for Attending Grievance Meetings

(a) The Bargaining Committee and the Company shall have the right to call witnesses from the Plant organization to testify as to the facts concerning any grievance during the hearing of a grievance. If an employee is called away from his work due to being called as a witness by the Company or due to a meeting called by the Company, the time of such witness spent in the meeting which falls within his regular scheduled hours will be paid for by the Company at his regular straight-time rate.

(b) If meetings in negotiation for adjustment or settlement of grievances require any witness, or any member of the Bargaining Committee to leave his work, the number of Bargaining Unit employees who shall not lose straight-time wages under such conditions shall be limited to one aggrieved employee and one Bargaining Committee member at the FIRST step of the grievance procedure, and one aggrieved employee and two Bargaining Committee members at the SECOND step of the grievance procedure. Each employee and Bargaining Committee member shall, wherever possible, give his immediate supervisor at least twelve (12) hours' notice prior to any meeting in order that arrangements can be made to relieve him from duty.

## **ARTICLE 11 MUTUAL RESPONSIBILITIES**

(a) There shall be no strikes, work stoppages, slow-downs, sympathy strikes, picketing; failures to cross any picket line or other forms of interference with production or interruption of production for any reason during the life of this Agreement or extension thereof, except as may be provided in Article 9 of this Agreement. This prohibition shall apply to the Union and to each employee. The Company shall not engage in a lockout of its employees during the life of this Agreement.

(b) The Union shall not sanction, aid or abet, encourage or continue any strike, work stoppage, picketing, failure to cross any picket line or other interference or interruption of production during the life of this Agreement or extension thereof, and shall undertake by all possible means to prevent or to terminate any such activity. Any employee who participates in or encourages any activities which interfere with production or interrupt production during the life of this Agreement or extension thereof shall be subject to disciplinary action, including discharge. In the event of any interference with or interruption of production, the National Union will immediately instruct, order and use its best efforts to cause the Union and the employees to cease violating this Article.

(c) In the event that either party believes that a violation of this Article has occurred that party shall notify the Director of the Federal Mediation and Conciliation Service of its belief. Upon receipt of such notification, the Federal Mediation and Conciliation Service will immediately designate an arbitrator, who shall hold a hearing as soon as practicable. Under no circumstances shall this hearing be delayed more than seventy-two (72) hours after receipt of such notification by the Federal Mediation and Conciliation Service. The sole issue at the hearing shall be whether a violation of this Article 11 has occurred. The arbitrator in holding such hearing shall have no authority to consider any factor in justification, explanation or mitigation of a violation of this Article. There shall be no adjournment or continuance of the hearing, and the arbitrator shall issue his award at the conclusion of the hearing. The award of the arbitrator pursuant to this Article may be enforced by either party, if necessary, in a court proceeding and the parties hereby waive any rights inconsistent with this procedure.

## **ARTICLE 12 SYSTEM BENEFITS**

### Section 1.

(a) Employees shall be permitted to participate in the American Electric Power System Retirement Plan, Retirement Savings Plan, Comprehensive Medical Plan [or alternative medical coverage such as a Health Maintenance Organization (HMO) or Preferred Provider Organization (PPO) should such be made available by the Company], Comprehensive Dental Assistance Plan, Sick Pay Plan, Long Term Disability Plan, Group Life Insurance Plan, Group Accidental Death and Dismemberment Insurance Plan, Long Term Care Plan, and Spending Accounts.

(b) Employees shall be permitted to participate in the American Electric Power Companywide Incentive Plan (CIP).

Section 2

A UWUA represented employee on the payroll on June 1, 2008, will have a one-time Layoff Allowance Bank (up to a maximum of 1040 hours) as of the effective date of this Agreement.

The Layoff Allowance Bank entitlement shall be as set forth in the following table:

<u>Years of Service</u>	<u>One Time Layoff Allowance Bank</u>
Less than 5 years	816 hours
5 though 7 years	928 hours
8 or more years	1040 hours

Should an employee be laid off, this bank will be payable in bi-weekly installments equal to the employee's regular straight-time rate for eighty (80) hours per two-week period less any unemployment compensation entitlement. The Layoff Allowance Bank will be reduced by forty (40) hours per week of layoff regardless of the unemployment compensation offset. This one-time Layoff Allowance Bank will be available to the employee regardless of the number of times the individual is laid off.

However, the total number of Layoff Allowance hours available shall not exceed the original Layoff Allowance Bank established on the effective date of this Agreement and such Bank shall not be renewable.

The parties further agree that the provisions of this Section 2 shall not be subject to the Grievance and Arbitration Procedure.

## **ARTICLE 13 CONCLUSION**

### **Section 1. Duration of Agreement**

This Agreement, effective June 1, 2011, except as specifically noted otherwise herein, will continue in full force and effect until midnight, May 31, 2014, and for yearly periods thereafter unless either party shall notify the other party in writing not less than sixty (60) days before any termination date of such party's desire to commence negotiations for a new contract.

### **Section 2. Coverage of Agreement**

(a) The parties agree that this contract incorporates their full and complete understanding and that any prior written or oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such written or oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a Supplement to this Agreement.

(b) This Agreement shall govern the parties' entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise.

(c) The parties for the life of this Agreement hereby waive any rights to request to negotiate, or to negotiate or to bargain with respect to any matters contained in this Agreement except as specifically noted otherwise herein.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_\_  
day of \_\_\_\_\_, 2011.

FOR THE COMPANY:

Ohio Power Company  
Kammer-Mitchell Plant

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FOR THE UNION:

Local Union No. 468,  
Utility Workers Union of  
America, A.F.L. - C.I.O.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

Local Union No. 492,  
Utility Workers Union of  
America, A.F.L. - C.I.O.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
APPROVED FOR THE UTILITY  
WORKERS UNION OF AMERICA,  
A.F.L. - C.I.O.