

(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. Such displaced employees shall have the right to exercise their seniority in:
 - (i) lower job classifications for which they are qualified in their line of progression, or
 - (ii) job classifications for which they are qualified in another line of progression, or ("Qualified" for the purpose of this subsection (ii) is defined as having held that job classification within the last three (3) years prior to the layoff).
 - (iii) 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

(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 Kentucky 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. Vacation Entitlement

(a) 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

(b) 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.

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

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

Section 2. Deferred Vacation

An employee with 23 years of service or less 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 7 below.

Section 3. Vacation Upon Termination

(a) 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.

(b) 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 3(b) 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.

Section 4. 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.

Section 5. Vacation Entitlement Returning From Leave of Absence

(a) 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 5 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.

Section 6. 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.

Section 7. Vacation Scheduling

(a) 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.

(b) 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.

(c) 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 7 shall be applicable only to employees regularly scheduled to work in excess of eight (8) hours per day.

Section 8. Vacation Buy Program

- (a) Effective January 1, 2015, employees will be allowed to purchase up to five (5) additional vacation days (40 hours maximum) per calendar year. Vacation purchased must be in whole day increments up to a maximum of 40 hours total. Any vacation purchased shall be in addition to the employee's vacation entitlement in accordance with the table in Section 1(a) above and any deferred vacation carried over in accordance with Section 2 above.
- (b) The cost of any purchased vacation hours shall be calculated based on the employee's January 1st pay rate and such cost will be deducted from each paycheck on a before-tax basis over the calendar year.
- (c) Such "purchased" vacation entitlement is subject to the same scheduling criteria as the employee's regular and deferred vacation entitlement except that the employee's regular annual vacation entitlement and any deferred vacation entitlement must be utilized prior to using any purchased vacation. Any purchased vacation entitlement shall be used in the year in which it was purchased and no deferral of "purchased" vacation entitlement shall be allowed.
- (d) Employees who terminate employment prior to using purchased vacation will be issued a refund for the amount already paid.

Employees who terminate employment who have taken "purchased" vacation but not fully paid for the "purchased" vacation shall reimburse the Company.

Employees who have their "purchased" vacation canceled for business reasons and are unable to reschedule such vacation will be reimbursed for the amount paid.

Employees who have purchased vacation and have not had the opportunity to utilize the "purchased" vacation will, in December, be offered the opportunity to be reimbursed for the amount paid in during the calendar year.

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.

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

(a) 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 (24 hours).

- (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.**
- (3) For employees whose regular schedule exceeds eight (8) hours per day, hours in excess of the 8 hours of Holiday or Personal Days Off pay provided in this Section, may be taken without pay, or at the employee's option, be paid via available Vacation hours.**

(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.

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. 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. AEP System Benefit Plans

(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) As set forth in the above-named Plans or the Summary Plan Descriptions (SPD) with respect thereto, the Company reserves the right to change or end any of the Plans, in whole or in part, at any time or for any reason, which could result in modification or termination of the benefits available to employees, former employees, retirees or other participants. The Company's decision to amend, replace or terminate any Benefit Plan may be due to changes in Federal or State law or for any other reason. If the Company does make a change or decides to terminate a Plan, it may decide to set up a different

Plan for similar-type benefits. If a Benefit Plan is terminated, no further benefits will be available except for losses or expenses incurred before the Plan was terminated. Any changes to the above-named Plans will apply to all Company employees participating in the Plans, including not only UWUA-represented employees of the Company, but also employees represented by other Unions, and all unrepresented employees.

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

Section 2. Layoff Allowance

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 June 1, 2008.

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 and by any other income earned in the course of employment, including self-employment. 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 June 1, 2008 and such Bank shall not be renewable.

ARTICLE 13 CONCLUSION

Section 1. Duration of Agreement

This Agreement, effective _____, 2015 (the date that the Working Agreement is ratified and signed copies returned to the Company), except as specifically noted otherwise herein, will continue in full force and effect until midnight, May 31, 2018, 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 _____, 2015.

FOR THE COMPANY:

**Kentucky Power Company
Mitchell Plant**

FOR THE UNION:

**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.**

AGREEMENT

Between

**KENTUCKY POWER COMPANY
BIG SANDY PLANT**

And

**LOCAL 978,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**



April 1, 2018 - MARCH 31, 2021

AGREEMENT

THIS AGREEMENT, made and entered into by and between KENTUCKY POWER COMPANY, hereinafter referred to as the "Company", and LOCAL 978, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter referred to as the "Union."

ARTICLE I RECOGNITION

SECTION 1. UNIT DEFINED

The Company hereby recognizes the Union as the representative for the purposes of collective bargaining within the meaning of the Labor-Management Relations Act, for all of the probationary and regular production and maintenance, technical and plant clerical employees employed by and headquartered at the Big Sandy Plant of the Company.

Specifically excluded, however, are all temporary, part-time, confidential, office clerical, administrative, professional employees, guards and supervisors as defined in the Act.

Unless the context indicates otherwise, the word "employee" or "employees" wherever used herein shall mean and refer only to those full-time regular and probationary employees now or hereafter in the employment of the Company in the job.

Whenever the masculine gender is used in the agreement, it shall be deemed to include the masculine and feminine gender unless otherwise indicated.

SECTION 2. LEGACY OF KNOWLEDGE

Employees who are covered by this Agreement may be allowed to participate in the Company's Legacy of Knowledge (LOK) Program. Participation in the LOK Program is not an entitlement or right automatically available to any eligible represented employee. The Company, at its sole discretion, shall determine when and if LOK positions exist and the selection of employees to participate in the LOK Program.

The Union and Company recognize that the terms and the conditions of employment for LOK participants are covered in the LOK Program. Employees selected to participate in the LOK Program will continue to be covered by the terms of the Agreement

during the period of the LOK assignment with the exceptions of those terms and conditions of employment covered in the LOK Program.

SECTION 3. DUES

(E) 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. However, the Company will, upon written request of the employee, deduct all back dues from the employee's first paycheck or checks that are sufficient to cover such back dues.

SECTION 4. GRIEVANCE COMMITTEE

The Union Grievance Committee shall consist of not more than three (3) employees, with three (3) alternates, one of whom may be substituted for a regular member at any meeting. The names of the Grievance Committee shall be furnished to the Human Resources Manager of the plant. The Company agrees to recognize this Committee as the representative of the employees and to meet with this Committee. The duties of the Committee shall be to present to and adjust any and all matters with the Company referred to it in the designated manner. The right is reserved by the Union to change any or all of a Grievance Committee at any time deemed necessary, but the Union shall notify the Company of any change in membership of the Grievance Committee at least seven (7) calendar days before the date of any meeting. Meetings necessary for the disposition of grievances shall take place at reasonable times, having due regard to operating requirements. A total of two (2) employees (members of the Grievance Committee and other unit employees) shall not lose regular straight time pay while actually attending a Second Step or Third Step grievance meeting.

SECTION 5. ARBITRATOR AUTHORITY

The arbitrator shall have no authority to pass upon the Control Technicians-Junior, Equipment Operator-Junior or Stores Attendant-Junior job classification with less than one (1) year of Plant Seniority.

ARTICLE II SENIORITY

SECTION 1. ACQUISITION OF SENIORITY

The seniority of a regular 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 a full-time employee.

SECTION 2. TYPES OF SENIORITY

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

Length of service with the Big Sandy Plant shall be deemed Plant seniority.

SECTION 3. LIST OF LINES OF PROGRESSION

In Big Sandy Plant, the following shall be deemed lines of progression for seniority:

- Maintenance
- Operations
- Control
- Performance
- Yard
- Stores
- Plant Clerical
- Custodian

SECTION 4. PROMOTIONS AND TRANSFERS

(A) 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 factors 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.

- (2) Physical fitness.
- (3) Seniority, applied as follows:

First: Line of progression seniority in the line of progression where the vacancy exists.

Second: Plant seniority.

If an employee is deemed by the Company to be qualified for a job opening under the first two factors enumerated above, then seniority shall govern.

If two or more employees have the same line of progression seniority, then Plant seniority shall prevail.

(B) Line of progression seniority may be exercised for bidding upward or downward within the employee's line of progression.

(C) The line of progression seniority of an employee transferred from one line of progression to another, except for reasons of layoff and displacement as defined in Section 6 of this Article V, shall begin in the line of progression to which transferred as of the date of transfer, and shall continue to accumulate in the line of progression from which transferred for a period of thirty (30) calendar days from date of transfer, after which the employee shall have line of progression seniority only in the line of progression to which he was transferred.

If, during the thirty (30) calendar day period, the employee returns at his own request or is returned by the Company to his former job classification, his line of progression seniority shall cease in the line of progression he leaves, and his line of progression seniority in the line of progression to which he returns shall be as if he had never left.

(D) In order that employees may know about jobs that are to be filled (other than by step-up or temporary assignment) in the Junior Clerk (Plant Clerical), Custodian, Control Technician-Junior, Equipment Operator-Junior, Performance & Industrial Hygiene Technician-Junior, Stores Attendant-Junior, Maintenance Machinist, Maintenance Mechanic-Senior, Maintenance Welder, Unit Operator, Coal Equipment Operator-Senior, Control Technician-Senior, or Performance & Industrial Hygiene Technician-Senior, or Stores Attendant-Senior job classifications, the Company will post a notice on appropriate bulletin boards indicating that such jobs are open for bid. These notices shall remain on the bulletin boards for ten (10) calendar days, not counting the day of posting. Employees, except for Custodians and Plant Clericals, may submit bids for these jobs to the Human Resources Manager during the period specified. (An employee having a Custodian or Plant Clerical job classification on May 1, 1997, may submit a bid to transfer to another line of progression. However, if such employee is transferred and then returns to his former Custodian or Plant Clerical classification, he may not submit other bids.) However, an Equipment Operator-Junior may not submit a bid to change lines of progression within such entrance job.

Within sixty (60) calendar days from the date of posting of a notice of a job vacancy, the Company will fill such vacancy provided a qualified employee has made application therefore, and provided the need to fill the vacancy still exists.

No posting of job classification vacancies shall be required with respect to a job classification to which an employee is entitled upon returning from:

- (1) Military service, or
- (2) A disability due to illness or injury, or
- (3) A leave of absence, or

(4) A vacation;

or to the filling of jobs temporarily for such reasons.

(E) An employee holding the job classification of Equipment Operator-Junior must acquire the qualifications necessary to perform the duties of the next higher job classification in the line of progression for which he was placed in the Equipment Operator-Junior classification (i.e., Coal Handler in Yard, Equipment Operator in Operations, or Maintenance Mechanic-Junior in Maintenance) within such time frame as determined by the Company. 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.

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 (D) above.

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

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 (D) above.

SECTION 5. LOSS OF SENIORITY

A complete loss of seniority shall be suffered by an employee who:

- (A) Voluntarily terminates his employment.
- (B) Is discharged for just cause.
- (C) Fails to return to work as provided for under Section 8 of this Article II.
- (D) Is absent from work due to layoff in excess of the times specified in Section 7 of this Article V.

(E) Is absent from work other than for reasons of layoff 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. In cases of absences due to illness or disability such times may be extended by leaves of absence. In case of military leaves of absence, periods of absence may be for longer periods than one (1) year, and the seniority for such employees will be governed by applicable federal or state laws.

(F) Overstays a leave of absence or violates any of the terms or conditions of a leave of absence granted.

SECTION 6. LAYOFF AND DISPLACEMENTS

(A) If it is necessary to reduce the number of regular employees in a line of progression, or to lay off regular employees in a line of progression other than the Plant Clerical line of progression, the following shall apply:

FIRST, starting with the job classification in which the reduction is to be made, the employee with the least line of progression seniority shall be removed

there from. He shall have the right to exercise his line of progression seniority in lower job classifications for which he can qualify in that line of progression or exercise his Plant seniority in entrance jobs for which he can qualify in other lines of progression.

SECOND, if the employee in the job classification in which the reduction is to be made does not elect to exercise either line of progression or Plant seniority as provided in the First Step above, then he shall be laid off.

THIRD, if the employee in the job classification in which the reduction is to be made exercises his seniority in accordance with the First Step above, then employees affected may exercise their line of progression and Plant seniority in a like manner with regard to: (1) lower job classifications within the line of progression; and (2) entrance jobs in other lines of progression.

FOURTH, following the changes resulting from steps First and Third above, the excess employees shall be laid off.

(B) If it is necessary to reduce the number of regular employees or to lay off regular employees in the Plant Clerical line of progression, reductions shall be based on merit/performance. Employees affected shall have the right to exercise their Plant seniority in entrance jobs in other lines of progression for which qualified, or be laid off.

(C) Entrance jobs for the purpose of interpreting and applying the provisions of subsections 6 (A) and (B) above are deemed to be:

Equipment Operator-Junior
Control Technician-Junior
Performance and Industrial Hygiene Technician-Junior

Stores Attendant-Junior
Custodian
Junior Clerk

(D) An employee transferred to another job classification in accordance with the terms of this Section shall receive (1) the top rate of pay of the classification to which transferred provided his personal rate is equal to or exceeds the top rate of the new classification, or (2) the rate immediately below his personal rate provided his personal rate is less than the top rate of the new classification, or (3) the beginning rate of the new classification provided his personal rate is less than the beginning rate of the new classification.

(E) If a laid off employee, who has seniority, accepts work with the Company of a temporary nature, his seniority and recall rights shall not be extended or changed thereby.

(F) For the purposes of this Section 6, an employee who transfers from one line of progression to another in exercising his seniority under subsections 6 (A) or (B) shall retain his line of progression seniority in the line of progression from which transferred for the same periods of time based on length of service as defined under Section 7 of this Article II covering retention of seniority by employees who are laid off. Such retained seniority shall be limited to the seniority accumulated up to the time of transfer, and he shall begin accumulating seniority in the line of progression to which transferred beginning on the date of transfer. Likewise, such employee shall be entitled to consideration for jobs which may become vacant in his former line of progression in the same manner as employees who were actually laid off as defined in Section 8 of this Article II.

(G) An employee who accepts a demotion in his line of progression through these layoff procedures shall have seniority which will transcend the seniority of all other employees for the purpose of promotion to the classification from which he was demoted.

SECTION 7. SENIORITY AFTER LAYOFF

If a regular employee is laid off, he shall retain his seniority in accordance with the following:

(A) An employee with six (6) months to one (1) year of service will retain his seniority for six (6) months.

(B) An employee with one (1) year to two (2) years of service will retain his seniority for one (1) year.

(C) An employee with two (2) or more years of service will retain his seniority for two (2) years.

SECTION 8. RECALL

In recalling laid off employees, they shall be returned to work according to Plant seniority if they are available, able and qualified to return to work. If an employee who has been laid off fails to report within ten (10) calendar days after notice is sent by United States Registered Mail Return Receipt Requested, he shall be considered dismissed from the employ of the Company and the next employee in seniority shall be called.

In sending notices hereunder to an employee, the Company shall be entitled to rely on the last address of the employee given by him to the Company in writing. The employee shall give the Company notice of any change in address and obtain from the Company a written receipt of such notice.

SECTION 9. EMPLOYEE LEAVING BARGAINING UNIT

When an employee is promoted or transferred to a supervisory or other position not covered by this Agreement, he will cease to be represented by the Union. Such employee may be returned by the Company, within ninety (90) days, 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.

Further, such employee may be returned by the Company, to his former job classification or an equivalent job classification within the bargaining unit at any time after ninety (90) days without loss of seniority accumulated before such promotion or transfer.

This Section 9 is not applicable to temporary promotions and transfers to supervisory, or other positions not covered by this Agreement. During such temporary periods of assignment the employee remains in the bargaining unit, maintains all rights conferred by the working agreement, and continues to accumulate seniority during the assignment.

SECTION 10. PURPOSE OF SENIORITY

For purposes of this agreement, seniority shall be a factor in promotions, transfers, layoff and displacements, recall, returning to the bargaining unit, demotion and vacation selection, but for no other purpose.

SECTION 11. SENIORITY LISTS

(A) The Company agrees to post in an accessible place seniority lists as of the effective date of this Agreement. A copy of the list will be sent to the Union. Such list shall show:

- Employee's name
- Job classification
- Line of progression seniority
- Plant seniority

(B) Any employee aggrieved by any seniority list posted by the Company must file any grievance within thirty (30) calendar days after the seniority list is posted.

SECTION 12. SENIORITY DURING ILLNESS OR INJURY

Except as limited by Section 5 (E) of this Article, any employee of the Company covered by this Agreement who is injured or who becomes ill shall continue to accumulate seniority and service during his absence due to such injury or illness, and shall be reinstated, upon recovery, to his former job with full seniority rights, provided he is physically and otherwise qualified to do the work.

ARTICLE III WORKING CONDITIONS

SECTION 1. OVERTIME PAYMENTS

(A) When an employee is regularly scheduled to work in excess of forty (40) hours in a work week, the assigned regularly scheduled hours exceeding forty (40) shall be regarded as overtime hours for which the employee shall receive one-and-one-half (1½) times his regular straight-time rate, provided that he actually works the scheduled overtime hours exceeding forty (40) and has worked or received pay for the first forty (40) regularly scheduled straight-time hours during the same work week.

(B) An employee shall be paid double his regular straight-time rate of pay for hours worked on his second scheduled day off within the work week except when Sunday is the employee's first scheduled day off. When Sunday is the employee's first scheduled day off, the hours worked on such Sunday shall be paid at double the employee's regular straight-time rate of pay, and the hours worked on his second and all other scheduled days off shall be paid at one and one-half (1 & 1/2) times his regular straight-time rate of pay.

(C) When an employee works sixteen (16) consecutive hours and continues to work, he shall be paid at two (2) times his regular straight-time rate of pay for all hours worked in excess of the first sixteen (16) hours. However, this provision shall not apply to any hours for which the employee is paid this double time rate under any other provisions of this agreement.

No employee shall receive overtime pay for both weekly and daily overtime for the same overtime work.

In no event shall an employee receive more than double his regular straight-time rate for any hours worked.

(D) When employees are required to remain at a particular place on call during their scheduled hours off such shall be considered as hours worked. The practice of employees notifying the Company of the availability for obtaining emergency work shall not be considered as being on call.

(E) Overtime work is sometimes scheduled in advance rather than by call-out. If an employee reports for prearranged overtime work and he has not been notified not to report, the Company may elect to assign one (1) hour of work or pay one (1) hours pay at the applicable overtime rate.

SECTION 2. SHIFT PREMIUM

(A) Shift Premium

The Company will pay in addition to the regular straight-time rates a shift differential to employees on scheduled shifts in accordance with the following:

First Shift - Where the majority of the scheduled hours worked are between 8:00 a.m. and 4:00 p.m.

Second Shift - Where the majority of the scheduled hours worked are between 4:00 p.m. and 12:00 p.m.

Third Shift - Where the majority of the scheduled hours worked are between 12:00 p.m. and 8.00 a.m.

Shift premium will not apply in connection with overtime worked by employees assigned to the First Shift.

Employees regularly assigned to a day shift who are temporarily assigned to a second or third scheduled shift will be paid the premium applicable to the shift to which temporarily assigned.

SECTION 3. SCHEDULE AND SHIFT MODIFICATION

For the purpose of clarification, the following definitions apply:

- (A) "Schedule Change" shall mean a change in days of a work week.
- (B) "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 two (2) hours.

When an employee's shift is not changed, but his previously scheduled starting and/or quitting times are adjusted with less than eight (8) hours notice, he will be paid rate and one-half for time worked outside of his previously scheduled hours.

Overtime assignments shall not constitute either a schedule change or a shift change.

In all operations where schedules include Saturdays and Sundays, such schedules to the extent that it is reasonable and practicable to do so, shall be rotated in such manner as to equalize Saturday and Sunday work among the employees involved.

If an employee has his shift and/or schedule changed with less than twenty-hour (24) hours' notice before the beginning of the changed shift and/or schedule, he shall be paid one and one-half (1 & 1/2) times his regular straight-time rate including applicable shift premiums for the hours worked on the first day of such changed shift and/or schedule. If the employee continues to work on such 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 hours worked on such changed shift and/or schedule.

If 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 shall be paid his regular

straight- time rate including applicable shift premium during the time he works on such changed shift and/or schedule.

In changing from the previously scheduled weekly shift and/or schedule to a changed shift and/or schedule with less than eight (8) hours intervening between shifts, an employee shall receive one and one-half (1 & 1/2) times his regular straight-time rate including applicable shift premium for hours worked in excess of the number of regularly scheduled hours worked on his previous shift payable at his regular straight-time rate within any twenty-four (24) hour period.

By mutual agreement between employees, and with the supervisor's approval, employees in the same job classification may be permitted to interchange work days or hours within a work week; however, in such cases, the Company shall not be required to pay either employee involved overtime rates for hours worked as provided in Section 1 of this Article III.

SECTION 4. CALL OUT

An employee called out to work outside his regular schedule between the hours of 6:00 a.m. and midnight will be paid a minimum of two (2) hours at the applicable overtime rate.

An employee called out to work outside his regular schedule between the hours of midnight and 6:00 a.m. will be paid a minimum of three (3) hours at the applicable overtime rate.

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.

If the minimum period overlaps into the employee's scheduled hours of work, he will be paid at the applicable rate only for that portion of the minimum period which preceded his scheduled starting time.

Call out pay shall not apply in cases where an employee has not left the Company property, and such employee shall not lose pay for the time elapsed between the end of his previous work period and the start of the off schedule work, providing the employee reports for the off schedule work assignment within 30 minutes of the end of his previous work period.

SECTION 5. TEMPORARY WORK ASSIGNMENTS

If an employee, whose classification provides for time step increases based on hours worked, is temporarily assigned to a job in a classification having a higher maximum rate than his regular straight-time rate of pay, he shall, when assigned one (1) hour or more continuously in such classification, be paid the minimum rate of the higher classification, or his regular straight-time rate of pay for each hour so assigned in the higher classification, which ever is higher. The employee will be credited with hours worked in such classification. When he has accumulated a sufficient number of hours of credit in such classification, he will be entitled to the regular progression steps, if any, in the applicable rate range, in such future temporary assignments.

Where a temporary assignment to a higher rated job covers a full day before and a full day after a holiday, the 8 hours holiday pay provided shall be based on the rate paid on the employee's last day worked previous to the holiday.

SECTION 6. CREDIT FOR TIME WORKED IN TEMPORARY CLASSIFICATION

When an employee whose classification provides for time step increases based on hours worked is promoted to a higher job classification which he has filled temporarily in the past, he shall be given credit for hours so worked temporarily, toward the time steps, if any, of such new higher job classification.

SECTION 7. WAGE INCREASES WITHIN CLASSIFICATION

Wage increases within the rate ranges of job classifications covered hereby shall be applied as set forth in wage schedules agreed to under the Master Agreement.

Those increases granted on the basis of (1) hours worked (including overtime hours), or (2) time in classification shall become effective on the day he completes the specified requirement if such completion occurs during the first half of his regular shift; or on the day following, if the requirement is met during the second half of his regular shift. No increase shall become effective while an employee is absent due to illness or injury.

SECTION 8. RATE OF PAY FOR NEW OR CHANGED JOB CLASSIFICATIONS OR NEW SCHEDULES

(A) If new job classifications are created or if the duties of any job classifications are substantially changed during the period of this agreement, the wage rates for such new or changed job classifications shall be established by the Company in proper relationship to other existing job rates in the bargaining unit, and the Union shall be promptly notified of such established rates.

(B) If the Company and the Union cannot agree on the new rate, the union may resort to the grievance and arbitration procedure provided in the Master Agreement for final determination of the proper rate of pay for such job to be determined upon the basis hereinbefore provided.

SECTION 9. DISTRIBUTION OF OVERTIME

To the extent that it is reasonable and practicable to do so, the Company will endeavor to equitably distribute overtime assignments over reasonable periods of time among employees within a given job classification within each line of progression.

If overtime is assigned to the wrong classification, the qualified employee in the proper classification who has the lowest accumulated overtime shall be provided make-up overtime equal to the number of hours of the misassignment. Such make-up overtime shall consist of work which would not otherwise have been performed on an overtime basis, and shall be scheduled at a time agreeable to the Company and the employee.

In no event shall the remedy for a violation of this Section be pay for time not worked.

Overtime records, cumulated on a weekly basis, will be posted on a weekly basis as soon as practicable after preparation and the Union will be furnished with a copy thereof.

SECTION 10. MEAL ALLOWANCE

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 six (6) 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) When an employee is entitled to a meal, the Company may elect to either provide the meal or pay a Ten Dollar (\$10) meal allowance in lieu thereof.

(D) Where the Company provides an overtime meal before an employee is released from work, the time allowed to eat the meal (a maximum of thirty minutes) shall be deemed time worked. Provided, however, that no time shall be paid to eat a meal that is provided after the employee is released from work.

SECTION 11. HEALTH AND SAFETY

The Union will cooperate with the Company by encouraging its members to observe the Company's safety rules and practices and by informing the Company of safety hazards or unsafe practices.

SECTION 12. TOOLS AND EQUIPMENT

The Company will furnish all necessary tools to employees. Suitable rain protection equipment is to be furnished to employees required to work outdoors. When tools and equipment are issued, the employee will be held responsible for their return in good condition, reasonable wear and loss excepted.

Work gloves (the material and style of which shall be determined by the Company) shall be furnished to employees whose regular assignment of work, in the judgment of the Company, include: (1) the handling of tools or materials, or (2) the handling of equipment at such

temperatures as may reasonably require the wearing of gloves. Gloves will be replaced as needed upon receipt by the Company of the worn gloves as evidence of need for replacement.

SECTION 13. REST PERIOD

An employee who is required to work sixteen (16) hours within any twenty-four (24) hour period shall be entitled to an eight (8) hour rest period. Such rest period shall begin (a) upon release from work, (b) at the beginning of a 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, whichever is earlier. If any part of this eight (8) hour rest period falls within his regular scheduled hours, he shall suffer no loss in regular straight-time pay for such hours which are not worked. Should an employee be required to work any part of this eight (8) hour rest period which falls within a regularly scheduled shift, he shall receive his regular straight-time rate for having worked such hours in this period, in addition to the regular rate to which he would have been entitled under this provision, had he not been required to work.

Meal periods, paid or unpaid, shall be included in computations of the sixteen-hour eligibility requirement under this section.

The pay provisions of this rest period clause shall not apply to any hours scheduled or worked on a recognized holiday or to any hours scheduled or worked that are subject to overtime premium.

Hours worked which have been considered in determining eligibility for a rest period granted, shall not be considered again for any subsequent entitlement.

SECTION 14. WORKING AWAY FROM THE PLANT

When an employee is assigned to work at a location other than Big Sandy Plant, the employee may be required to provide his own transportation and travel on his own time to the

temporary reporting location. An employee who performs work at a location away from the Plant at Management's direction 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 daily 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.

**ARTICLE IV
HOLIDAYS**

SECTION 1. PAY FOR HOLIDAYS NOT WORKED

All full-time employees not normally required to work on recognized holidays will be paid for holiday time on the following basis:

(A) When a holiday falls within the normal work schedule of the employee and is not worked, the employee will be paid for eight (8) hours at his regular straight-time rate.

(B) When a holiday is observed on any employee's scheduled day off and such regular day off is not a Saturday or a Sunday the Company will pay such employee for eight (8) hours at his regular straight-time rate for such holiday.

(C) Employees whose regular schedule includes Saturday and/or Sunday shall observe all holidays, regardless of the day of the week on the actual calendar day on which the holiday falls.

(D) An employee who has been notified to work on a holiday and does not work, unless excused by the Company, shall receive no pay for that day.

(E) An employee who has an unexcused absence on his scheduled work day immediately preceding or immediately following a holiday will receive no pay for such holiday.

(F) No employee shall receive holiday pay (or a day off with eight (8) hours pay in lieu thereof) if, on any one of said holidays, he:

- (1) Was unable to work because of illness or injury, or
- (2) Was on leave of absence, or
- (3) Was absent from work due to a labor dispute.

(G) When an employee who is regularly scheduled to work in excess of eight (8) hours per work day is excused from scheduled work on a Company recognized holiday, he may

convert unpaid time off on such holiday to paid time off (for example, four (4) hours in the case of a twelve (12) hour work day) by utilizing Personal Day Off Holiday or vacation time.

SECTION 2. PAY FOR HOLIDAYS WORKED

An employee required to work on a day observed as a holiday shall be paid eight (8) hours at his regular straight-time rate of pay as holiday pay, and in addition, shall receive pay for work performed on that day on the following basis:

(A) Hours worked by the employee after his scheduled starting time and prior to his scheduled quitting time in accordance with his work schedule for that day shall be paid at one and one-half (1 & 1/2) times his regular straight-time rate of pay unless a higher rate is applicable.

(B) Hours worked by the employee shall, after his scheduled quitting time and/or prior to his scheduled starting time in accordance with his work schedule for that day, be paid at double his regular straight-time rate of pay.

(C) In applying paragraphs (a) and (b) of this Section 3 when the holiday worked is observed on a employee's scheduled day off, "work schedule for that day" shall mean the work schedule of the employee on his last day of work previous to the holiday.

(D) 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.

SECTION 3. PERSONAL DAYS OFF

Each regular employee will be granted three (3) Personal Days Off (eight (8) hours each; total of 24 hours) during each calendar year on the following basis:

(A) If more employees request their Personal Day Off on a specific day than can be accommodated within the work group, requests will be honored in the order in which they were received.

(B) An employee observing his Personal Day Off will be paid for eight (8) hours at his regular straight-time rate for such day, provided:

(1) If the employee has been notified to work on his Personal Day Off and does not work, unless excused by the Company, he shall receive no pay for that day.

(2) An employee who has an unexcused absence on his scheduled work day immediately preceding or immediately following his Personal Day Off, will receive no pay for such day.

(3) If, on the day observed as the Personal Day Off, the employee:

(a) Was unable to work because of illness or injury, or

(b) Was on leave of absence, or

(c) Was absent from work due to a labor dispute, he will receive no pay for such day.

(C) An employee required to work on a day scheduled to be observed as his Personal Day Off shall be paid eight (8) hours at his regular straight-time rate of pay, and in addition shall receive pay for work performed on that day on the following basis:

(1) Hours worked by the employee after his scheduled starting time and prior to his scheduled quitting time in accordance with his work schedule for that day shall be paid at one and one-half (1 & 1/2) times his regular straight-time rate of pay.

(2) Hours worked by the employee shall, after his scheduled quitting time and/or prior to his scheduled starting time in accordance with his work schedule for that day, be paid at double his regular straight-time rate of pay.

(D) In the event an employee terminates his employment with the Company and he had not observed his Personal Days Off prior to his date of termination, he shall be deemed to have forfeited such Personal Days Off and no additional compensation will be paid in lieu thereof.

**ARTICLE V
VACATIONS**

5.1 For purposes of this Article V, continuous service shall include credit for prior periods of employment as a probationary, regular or part-time employee who was regularly scheduled to work twenty (20) or more hours per week with Kentucky Power Company and/or any other American Electric Power System affiliated Company.

5.2 (A) 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.

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

(B) Vacation for employees rehired and credited with prior employment as set forth in Section 5.1 above shall be in accordance with the table in Section 5.2

(A) above except that entitlement in the year of rehire will be pro-rated for the remaining months of the year rounded up to the next whole hour.

However, the pro-rated vacation allowance for a rehired employee shall not be less than that of a new employee hired on the same date.

5.2.1 In the calendar year of hire, rehire, or return from leave of absence, or layoff, if an employee is employed 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 or returns from leave of absence, or layoff on or after the 16th of a month, the month would not be counted.

5.2.2 Vacation pay shall be at the employee's regular straight-time rate.

5.3 Vacation to which an employee is entitled during any calendar year must be taken during the calendar year, with two (2) exceptions:

5.3.1 If an employee is required by the Company to postpone his scheduled vacation so that it cannot be rescheduled during the remainder of the year, the Company will either (1) pay such employee at his regular straight-time rate for such vacation or (2) schedule such vacation during the following year.

5.3.2 An employee with 23 years of service or less 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; 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 as provided under the other Sections of this Article V.

5.4 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 that year prior to the termination of his employment or, in lieu of vacation, pay to the employee 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.

5.5 When an employee dies or retires from the Company, the Company will pay the beneficiary or the employee at the time of death or retirement for the pro rata part of his vacation he has earned during the year in which he dies or retires. The provisions of this section 5.5 only apply to employees who were AEP employees prior to January 1, 2000, and are not applicable to any employee who became an AEP employee or was hired after January 1, 2000.

5.6 Vacation entitlement for an employee returning from a Leave of Absence of Layoff shall be based on the total years of service in the year of return from leave or layoff in accordance with the table in Section 5.2 (A). 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/layoff be less than that of a new employee hired on the same date.

5.7 If any employee is required to return from his vacation prior to its expiration date, he shall be reimbursed for all out-of-pocket expenses in connection with such recall and allotted an additional vacation period for the unexpired portion thereof.

5.8 Employees will be granted their vacations at the time they desire as far as is practical, however, length of service, number of employees off duty at one time, shift assignment and workload will be taken into account in scheduling vacations. The employee senior in service shall have first choice of one vacation period and then go to the bottom of the service list until other employees, in the order of their service, have had one choice. Employees who request and are permitted to split their vacations shall repeat the above process for second and third choice, however, any employee submitting his preference before March 1st shall have preference over

any request submitted after March 1st and the Company shall verify preferences received by March 1st no later than April 1. Any request received after March 1st shall be considered in order received. Employees who have not scheduled their vacation by June 1 will have their vacation periods assigned by the Company.

5.9 Any employee having more than one (1) week's vacation will be permitted to divide his vacation insofar as is practical.

5.10 If one of the nine (9) regular holidays falls during the vacation of any employee, on one of the days that he normally would have been scheduled to work, or on one of the days for which the employee would have received holiday pay under Article III, he will be entitled to an extra eight (8) hours of vacation with pay for eight (8) hours at the regular straight-time rate at a time convenient to the Company or equivalent vacation pay at the option of the Company. If the employee should for any reason leave the employ of the Company prior to the scheduling of such extra day, the Company will pay the employee for such extra day eight (8) hours vacation pay at his regular job rate.

ARTICLE VI WAIVER OF BARGAINING

It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise.

The Union for the life of this Agreement hereby waives any rights to request to negotiate, or to negotiate or to bargain with respect to any matters contained in this Agreement, except as otherwise provided herein.

If any state or federal legislation, court decision or government regulation invalidates any article or section of the Agreement, all other articles and sections not invalidated shall remain in full force and effect. Within thirty calendar days, the Company and Union shall meet to negotiate new contract language to replace the article or sections which have been invalidated.

The CBA front cover shall contain the IBEW logo.

**ARTICLE VII
EFFECTIVE DATE
TERMINATION – AMENDMENTS**

6.1 The parties hereto have agreed to a Wage Agreement with attached wage rate-schedules apart from this Agreement (which is in writing and bears their signatures).

6.2 Following the expiration of the Initial Master and Local Agreements, for all new Master and Local Agreements negotiated by the parties thereafter, the Master and Local Agreements shall become effective for each of the collective bargaining units only after all of the bargaining units have ratified the Master Agreement, and then as each bargaining unit then ratifies its applicable Local Agreement.

6.3 The CRA front cover shall contain the IBEW logo.

6.4 It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise.

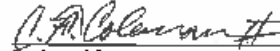
The Union for the life of this Agreement hereby waives any rights to request to negotiate, or to negotiate or to bargain with respect to any matters contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 30th day of March, 2018.

FOR THE COMPANY:
Kentucky Power Company

FOR THE UNION:
Local Union 978, International
Brotherhood of Electrical Workers
Big Sandy Plant Bargaining Unit


Labor Relations Manager


Business Manager

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