Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_1 Provide the following expense account data:
a. A schedule, in comparative form, showing the operating expense account balance for the base period and each of the three most recent calendar years for each account or subaccount included in Kentucky Power's annual report. Show the percentage of increase or decrease of each year over the prior year.
b. A listing, with descriptions, of all activities, initiatives or programs undertaken or continued by Kentucky Power since its last general rate case for the purpose of minimizing costs or improving the efficiency of its operations or maintenance activities. Include all quantifiable realized and projected savings.

RESPONSE

a. Based on clarification from Commission Staff on August 15, 2025, the Company understands this question to be seeking the requested information as it pertains to the Company's test year (12 months ended May 2025). Please see KPCO_R_KPSC_1_1_Attachment1 for the requested information.

b. KPCO_R_KPSC_1_1_Attachment2 for the requested information.

Witness: Brian C. Ciborek (subpart a)

Witness: Jeffrey D. Newcomb (subpart b)

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
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DATA REQUEST

KPSC 1_2 Provide, in the format provided in Schedule A, a schedule showing a comparison of the balance in the revenue accounts for each month of the base period to the same month of the immediately preceding 12-month period for each revenue account or subaccount included in Kentucky Power's chart of accounts. Include appropriate footnotes to show the month each rate change was approved and the month the full impact of the change was recorded in the accounts.

RESPONSE

Based on clarification from Commission Staff on August 15, 2025, the Company understands this question to be seeking the requested information as it pertains to the Company's test year (12 months ended May 2025). Please see KPCO_R_KPSC_1_2_Attachment1 for the requested information.

Witness: Tanner S. Wolffram

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_3 As the historical data becomes available, provide detailed monthly income statements for each of the months since the base period including the month in which the Commission hears this case.

RESPONSE

Please refer to KPCO_R_KPSC_1_3_Attachment1 and KPCO_R_KPSC_1_3_Attachment2 for the requested information through July 2025.

Witness: Brian C. Ciborek

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_4 Provide Kentucky Power's cash account balances at the beginning of the most recent calendar year and at the end of each month through the date of this request.

RESPONSE

Please refer to KPCO_R_KPSC_1_4_Attachment1 for the requested information.

Witness: Brian C. Ciborek

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_5 Provide the following monthly account balances and a calculation of the average (13-month) account balances for the 12 months preceding the base period:
a. Plant in service (Account No. 101);
b. Plant purchased or sold (Account No. 102);
c. Property held for future use (Account No. 105);
d. Completed construction not classified (Account No. 106);
e. Construction work in progress (Account No. 107);
f. Depreciation reserve (Account No. 108);
g. Materials and supplies (include all accounts and subaccounts);
h. Computation and development of minimum cash requirements;
i. Balance in accounts payable applicable to amounts included in utility plant in service (if actual is indeterminable, provide a reasonable estimate.);
j. Balance in accounts payable applicable to amounts included in plant under construction (if actual is indeterminable, provide a reasonable estimate.); and
k. Balance in accounts payable applicable to prepayments by major category or subaccount.

RESPONSE

Based on clarification from Commission Staff on August 15, 2025, the Company understands this question to be seeking the requested information as it pertains to the Company's test year (12 months ended May 2025).

a. – k. Please refer to KPCO_R_KPSC_1_5_Attachment1 for the requested information.

Witness: Brian C. Ciborek

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
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DATA REQUEST

KPSC 1_6 Provide a detailed analysis of expenses for professional services during the 12 months preceding the base period, as shown in Schedule B, and all workpapers supporting the analysis. At a minimum, the workpapers should show the payee, dollar amount, reference (i.e., voucher no., etc.), account charged, hourly rates and time charged to Kentucky Power according to each invoice, and a description of the services provided.

RESPONSE

Based on clarification from Commission Staff on August 15, 2025, the Company understands this question to be seeking the requested information as it pertains to the Company's test year (12 months ended May 2025).

Please see KPCO_R_KPSC_1_6_Attachment1 for the requested information. See also Section II, Exhibit T, included in the Company's Application.

Witness: Tanner S. Wolffram

DATA REQUEST

KPSC 1_7 Provide the following information. If any amounts were allocated, show a calculation of the factor used to allocate each amount.

a. A detailed analysis of charges booked for advertising expenditures during the 12 months preceding the base period. Include a complete breakdown of Account No. 913 – Advertising Expenses, and any other advertising expenditures included in any other expense accounts, as shown in Schedule C1. The analysis should specify the purpose of the expenditure and the expected benefit to be derived.

b. An analysis of Account No. 930 – Miscellaneous General Expenses for the 12 months preceding the base period. Include a complete breakdown of this account as shown in Schedule C2 and provide detailed workpapers supporting this analysis. At a minimum, the analysis should show the date, vendor, reference (i.e., voucher no., etc.), dollar amount, and brief description of each expenditure of $500 or more, provided that lesser items are grouped by classes as shown in Schedule C2.

c. An analysis of Account No. 426 – Other Income Deductions for the 12 months preceding the base period. Include a complete breakdown of this account as shown in Schedule C3 and provide detailed workpapers supporting this analysis. At a minimum, the analysis should show the date, vendor, reference (i.e., voucher no., etc.), dollar amount, and a brief description of each expenditure of $500 or more, provided that lesser items are grouped by classes as shown in Schedule C3.

RESPONSE

Based on clarification from Commission Staff on August 15, 2025, the Company understands this question to be seeking the requested information as it pertains to the Company's test year (12 months ended May 2025).

a. The Company did not have charges booked to the account during the test year.

b. Please see Figure JDC-1 included in the Direct Testimony of Company Witness Cullop for a complete breakdown of this account as shown in Schedule C2 for the Company’s test year. Exhibit JDC-5 included in the Direct Testimony of Company Witness Cullop provides a detailed breakdown of these expenses by date, vendor, voucher number, dollar amount, and a brief description of each expense of $250 or more. Please also see

KPCO_R_KPSC_1_55_Attachment19_CullopWP3 for the workpapers supporting the Company's miscellaneous business expense adjustment (W24).

c. Please see KPCO_R_KPSC_1_7_Attachment1 for the requested information. Kentucky Power has not requested recovery of amounts recorded in Account No. 426 in this proceeding.

Witness: Brian C. Ciborek (subpart a & c)

Witness: John D. Cullop (subpart b)

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_8 Provide an analysis of Kentucky Power's expenses for research and development activities for the base period and the three most recent calendar years. The analysis should include the following:
a. The basis of fees paid to research organizations and Kentucky Power's portion of the total revenue of each organization, including where the contribution is monthly and the current rate and effective date;
b. Details of the research activities conducted by each organization;
c. Details of services and other benefits provided to Kentucky Power by each organization;
d. Annual expenditures of each organization with a basic description of the nature of costs incurred by the organization; and
e. Details of the expected benefits to Kentucky Power.

RESPONSE

Based on clarification from Commission Staff on August 15, 2025, the Company understands this question to be seeking the requested information as it pertains to the Company's test year (12 months ended May 2025).

a.-e. Fees paid by AEP Service Corporation to research organizations are allocated to AEP subsidiaries (including Kentucky Power) based on the projects' attribute allocators that are updated on a regular basis. None of the contributions are monthly. Subject to this clarification, for a list and description of the aforementioned projects that have been allocated to Kentucky Power, please see KPCO_R_KPSC_1_8_Attachment1 for the 12-months ended May 31, 2025, as well as calendar years 2024, 2023, and 2022.

Witness: Jeffrey D. Newcomb

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_9 Regarding what are commonly referred to as smart grid initiatives, provide the following information:
a. Identify all smart grid costs Kentucky Power has incurred since the start of the test year utilized in its last general rate case. Identify the specific projects Kentucky Power has undertaken, the accounts in which the costs have been recorded, and state whether the costs were expensed or capitalized.
b. Provide the level of smart grid costs Kentucky Power has included in its forecasted test period and the amounts to be expensed and capitalized.

RESPONSE

a. Refer to KPCO_R_KPSC_1_9_Attachment1 for the requested information. The amounts calculated in this attachment are capitalized.

b. Based on clarification from Commission Staff on August 15, 2025, the Company understands this question to be seeking the requested information as it pertains to the Company's test year (12 months ended May 2025). Refer to KPCO_R_KPSC_1_9_Attachment2 for the requested information. The amounts calculated in this attachment are capitalized.

Witness: Michele Ross

DATA REQUEST

KPSC 1_10 Regarding demand-side management, conservation, and energy-efficiency programs, provide the following:
a. A list of all programs currently offered by Kentucky Power.
b. The total cost incurred for these programs by Kentucky Power in each of the three most recent calendar years.
c. The total energy and demand reductions realized through these programs in each of the three most recent calendar years.
d. The total cost for these programs included in the forecasted test period and the expected energy reductions to be realized therefrom.

RESPONSE

Based on clarification from Commission Staff on August 15, 2025, the Company understands this question to be seeking the requested information as it pertains to the Company's test year (12 months ended May 2025).

a. The Commission's February 28, 2025 Order in Case No. 2024-00115 authorized Kentucky Power to expand its DSM program offerings to include the Home Energy Improvement Program and Commercial Energy Solutions Program. These new programs became available to customers in July 2025. The Demand-Side Management ("DSM"), conservation, and energy-efficiency programs currently offered by Kentucky Power are:

- Targeted Energy Efficiency Program
- Home Energy Improvement Program
- Commercial Energy Solution Program

b.-c.

	2024	2023	2022
Total Program Costs	$313,983	$514,709	$266,706
Energy Savings (kWh)	227,090	221,551	216,012
Peak Demand Reduction (kW)			
Summer	36	35	34
Winter	71	69	68

d. The Company excludes all DSM expenditures from test year expenses when determining the base rate revenue requirement because these costs are recovered separately through Tariff D.S.M.C. Nevertheless, for the 12-months ended May 31, 2025, the total cost for these programs and expected energy reductions are:

	Test year
Total Program Costs	$272,849
Energy Savings (kWh)	196,626
Peak Demand Reduction (kW)	
Summer	31
Winter	61

Witness: Tanner S. Wolffram

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_11 Provide the following information for the most recent calendar year concerning Kentucky Power and any affiliated service corporation or corporate service division/unit:
a. A schedule detailing the costs charged, either directly or allocated, by Kentucky Power to the service corporation. Indicate Kentucky Power's accounts in which these costs were originally recorded. For costs that are allocated, include a description of the allocation factors utilized.
b. A schedule detailing the costs charged, either directly or allocated, by the service corporation to Kentucky Power. Identify Kentucky Power's accounts in which these costs were recorded. For costs that are allocated, include a description of the allocation factors utilized.

RESPONSE

a. During the calendar 2024 year, Kentucky Power billed $607,078 to AEP Service Corporation for costs related to Kentucky Power buildings partially occupied by AEPSC employees. Kentucky Power recorded the original transactions in various accounts, including (but not limited to) depreciation, property tax and building maintenance. When the costs are billed, Kentucky Power records revenue in Account 4540 (Rent from Electric Property, Affiliated) and AEPSC records expense to Account 9310 (Rents – Real Property, Associated).

b. Please refer to Section II, Exhibit T for costs directly charged to and costs allocated by AEPSC to Kentucky Power for the requested information.

Witness: Brian C. Ciborek

Witness: Tanner S. Wolffram

DATA REQUEST

KPSC 1_12 Provide the following information for the most recent calendar year concerning all affiliate-related activities not identified in response to Item 11:

a. Provide the names of affiliates that provided some form of service to Kentucky Power and the type of service Kentucky Power received from each affiliate.

b. Provide the names of affiliates to whom Kentucky Power provided some form of service and the type of service Kentucky Power provided to each affiliate.

c. Identify the service agreement with each affiliate, state whether the service agreement has been previously filed with the Commission and identify the proceeding in which it was filed. Provide each service agreement that has not been previously filed with the Commission.

RESPONSE

a. Please refer to Application Section II, Exhibit T for costs directly charged to and costs allocated by Other Affiliates to Kentucky Power.
Additional services to Kentucky Power included the following from these affiliates:
$4,987,719 from AEP Credit, Inc. for Customer Factoring.
$417,694 from Appalachian Power Company for Central Machine Shop.
$45,867 from Appalachian Power Company for equipment rental.
$22,589 from Appalachian Power Company for Simulator Learning Center.
$12,235 from Appalachian Power Company for Building and Property Leases.
$5,145 from Indiana Michigan Power Company for Building and Property Leases.

b. Please see KPCO_R_KPSC_1_12_Attachment1 as well as the following for Kentucky Power costs billed to other AEP affiliates:
$496,180 to AEP Kentucky Transmission Company, Inc for Use of Jointly Owned Assets.
$69,061 to Ohio Power Company for equipment rental.
$56,557 to Appalachian Power Company for Building and Property Leases.

c. Please see Exhibit A, which is the most recent cost allocation manual, to the Company's Application for a list of the service agreements. All service agreements have been filed with the Public Service Commission. The following list of agreements were filed in March 2025 in accordance with annual 807 KAR 5:080 filings.

Amended and Restated Central Machine Shop Agreement, Amended and Restated Cook Coal Terminal Transfer Agreement, Amendment to Affiliated Transactions Agreement, Affiliated Transaction Agreement for Sharing Capitalized Spare Parts, Affiliated Transactions Agreement for Sharing Materials and Supplies.

In addition, please see Exhibit U for the Mitchell Operating Agreement with Wheeling Power and the September 1, 2022 Written Consent Action. The Company first filed the Written Consent Action that provided for asymmetrical capital cost allocation between Kentucky Power and Wheeling Power Company with its September 1, 2022 ten-day report in Case No. 2021-00370. The Company also filed that same document in Case No. 2023-00159 as Exhibit V to Section II of its Application.

Witness: Tanner S. Wolffram (subpart c)

Witness: Jeffrey D. Newcomb (subpart a & b)

Kentucky Power Company
Charges to Affiliates by FERC Account, Allocation Factor and Allocation Type
Calendar Year 2024

Kentucky Power has a variety of transactions with affiliates on a normal basis. Transactions with affiliates generally fall into two categories. The first category, service payments, is a billing made when an affiliate provides a service to Kentucky Power, such as Appalachian Power providing assistance in distribution maintenance, generation engineering, or other affiliates providing assistance during storm recovery efforts. The second category, convenience payments, occurs when an affiliate company receives an invoice and the cost of that invoice should be borne by multiple AEP companies. For example, a legal invoice for a system-wide issue may be paid by one affiliate company, and that company then bills the other affiliates who benefit from the service.

Charges to/from affiliates are accumulated using a work order system. All affiliate services and convenience payments are billed to/from Kentucky Power at cost, per FERC affiliate requirements.

			12 MONTHS ENDED DEC 2024		
Affiliate	**FERC Account**	**Allocation Factor**	**Direct**	**Allocated**	**Total**
Wheeling Power Company	1070 - Construction Work In Progress	39 - 100% to One Company	21,081		21,081
	1080 - Accum Prov for Deprec of Plant	39 - 100% to One Company	165		165
	1520 - Fuel Stock Exp Undistributed	39 - 100% to One Company	3,000		3,000
	1630 - Stores Expense Undistributed	39 - 100% to One Company	116,488		116,488
	1840 - Clearing Accounts	08 - Number of Electric Retail Cust		269	269
		09 - Number of Employees		35	35
	4081 - Taxes Other Than Inc Tax, UOI	39 - 100% to One Company	2,743,719		2,743,719
	4210 - Misc Non-Operating Income	39 - 100% to One Company	(1,020)		(1,020)
	4540 - Rent From Electric Property	39 - 100% to One Company	(6,035)		(6,035)
	5000 - Oper Supervision & Engineering	09 - Number of Employees		183	183
		39 - 100% to One Company	394		394
	5020 - Steam Expenses	39 - 100% to One Company	(3,579)		(3,579)
	5060 - Misc Steam Power Expenses	39 - 100% to One Company	26,693		26,693
	5120 - Maintenance of Boiler Plant	39 - 100% to One Company	(7,244)		(7,244)
	5140 - Maintenance of Misc Steam Plt	39 - 100% to One Company	(32,427)		(32,427)
	5460 - Oper Supervision & Engineering	39 - 100% to One Company	9,753		9,753
	9120 - Demonstrating & Selling Exp	08 - Number of Electric Retail Cust		16	16
	9200 - Administrative & Gen Salaries	08 - Number of Electric Retail Cust		79	79
		58 - Total Assets		3	3
	9210 - Office Supplies and Expenses	39 - 100% to One Company	675		675
	9230 - Outside Services Employed	58 - Total Assets		742	742
		61 - Total Fixed Assets		47	47
	9250 - Injuries and Damages	61 - Total Fixed Assets		4,953	4,953
	9260 - Employee Pensions & Benefits	39 - 100% to One Company	12,810		12,810
	9302 - Misc General Expenses	39 - 100% to One Company	15,585		15,585
Wheeling Power Company Total			**2,900,059**	**6,327**	**2,906,385**
Appalachian Power Company	1070 - Construction Work In Progress	39 - 100% to One Company	105,242		105,242
	1080 - Accum Prov for Deprec of Plant	39 - 100% to One Company	3,671		3,671
	1630 - Stores Expense Undistributed	39 - 100% to One Company	79,307		79,307
	1840 - Clearing Accounts	08 - Number of Electric Retail Cust		6,288	6,288
		09 - Number of Employees		246	246
	1860 - MDD-Internal Billing Only	39 - 100% to One Company	1,712		1,712
	5000 - Oper Supervision & Engineering	09 - Number of Employees		1,300	1,300
	5120 - Maintenance of Boiler Plant	39 - 100% to One Company	7,808		7,808
	5600 - Oper Supervision & Engineering	39 - 100% to One Company	0		0
	5710 - Maintenance of Overhead Lines	28 - Number of Trans Pole Miles		96,050	96,050
		39 - 100% to One Company	405		405
	5930 - Maintenance of Overhead Lines	39 - 100% to One Company	56,362		56,362
	5940 - Maint of Underground Lines	39 - 100% to One Company	(15)		(15)
	5950 - Maint of Lne Trnf,Rglators&Dvi	39 - 100% to One Company	269		269
	9030 - Cust Records & Collection Exp	39 - 100% to One Company	311		311
	9120 - Demonstrating & Selling Exp	08 - Number of Electric Retail Cust		381	381
	9200 - Administrative & Gen Salaries	08 - Number of Electric Retail Cust		1,834	1,834
		39 - 100% to One Company	582		582
		58 - Total Assets		19	19
	9210 - Office Supplies and Expenses	39 - 100% to One Company	204		204
	9230 - Outside Services Employed	58 - Total Assets		16,072	16,072
		61 - Total Fixed Assets		858	858
	9250 - Injuries and Damages	61 - Total Fixed Assets		14,896	14,896
	9302 - Misc General Expenses	39 - 100% to One Company	2,005		2,005
	9350 - Maintenance of General Plant	39 - 100% to One Company	56,394		56,394
Appalachian Power Company Total			**314,257**	**137,944**	**452,201**
AEP Texas Company	1070 - Construction Work In Progress	39 - 100% to One Company	21,878		21,878
	1080 - Accum Prov for Deprec of Plant	39 - 100% to One Company	2,023		2,023
	1840 - Clearing Accounts	08 - Number of Electric Retail Cust		7,262	7,262
		09 - Number of Employees		247	247
	5000 - Oper Supervision & Engineering	09 - Number of Employees		1,296	1,296
	5600 - Oper Supervision & Engineering	58 - Total Assets		2,178	2,178
	5830 - Overhead Line Expenses	39 - 100% to One Company	38		38
	5860 - Meter Expenses	39 - 100% to One Company	350		350
	5870 - Customer Installations Exp	39 - 100% to One Company	292		292
	5880 - Miscellaneous Distribution Exp	39 - 100% to One Company	17		17
	5930 - Maintenance of Overhead Lines	39 - 100% to One Company	55,183		55,183
	5940 - Maint of Underground Lines	39 - 100% to One Company	66		66
	5950 - Maint of Lne Trnf,Rglators&Dvi	39 - 100% to One Company	(161)		(161)
	5960 - Maint of Strt Lghtng & Sgnal S	39 - 100% to One Company	18		18
	9030 - Cust Records & Collection Exp	39 - 100% to One Company	110		110
	9120 - Demonstrating & Selling Exp	08 - Number of Electric Retail Cust		440	440
	9200 - Administrative & Gen Salaries	08 - Number of Electric Retail Cust		2,106	2,106
		58 - Total Assets		16	16
	9230 - Outside Services Employed	58 - Total Assets		21,886	21,886
		61 - Total Fixed Assets		1,122	1,122
AEP Texas Company Total			**79,814**	**36,554**	**116,368**
Ohio Power Company	1070 - Construction Work In Progress	39 - 100% to One Company	54,677		54,677
	1080 - Accum Prov for Deprec of Plant	39 - 100% to One Company	2,761		2,761

Kentucky Power Company
Charges to Affiliates by FERC Account, Allocation Factor and Allocation Type
Calendar Year 2024

Kentucky Power has a variety of transactions with affiliates on a normal basis. Transactions with affiliates generally fall into two categories. The first category, service payments, is a billing made when an affiliate provides a service to Kentucky Power, such as Appalachian Power providing assistance in distribution maintenance, generation engineering, or other affiliates providing assistance during storm recovery efforts. The second category, convenience payments, occurs when an affiliate company receives an invoice and the cost of that invoice should be borne by multiple AEP companies. For example, a legal invoice for a system-wide issue may be paid by one affiliate company, and that company then bills the other affiliates who benefit from the service.

Charges to/from affiliates are accumulated using a work order system. All affiliate services and convenience payments are billed to/from Kentucky Power at cost, per FERC affiliate requirements.

			12 MONTHS ENDED DEC 2024		
Affiliate	**FERC Account**	**Allocation Factor**	**Direct**	**Allocated**	**Total**
	1630 - Stores Expense Undistributed	39 - 100% to One Company	6,377		6,377
	1840 - Clearing Accounts	08 - Number of Electric Retail Cust		9,952	9,952
		09 - Number of Employees		255	255
	1850 - Temporary Facilities	39 - 100% to One Company	2,241		2,241
	5000 - Oper Supervision & Engineering	09 - Number of Employees		1,335	1,335
	5860 - Meter Expenses	39 - 100% to One Company	550		550
	5930 - Maintenance of Overhead Lines	39 - 100% to One Company	32,917		32,917
	5940 - Maint of Underground Lines	39 - 100% to One Company	(5)		(5)
	9030 - Cust Records & Collection Exp	39 - 100% to One Company	254		254
	9120 - Demonstrating & Selling Exp	08 - Number of Electric Retail Cust		603	603
	9200 - Administrative & Gen Salaries	08 - Number of Electric Retail Cust		2,894	2,894
		58 - Total Assets		13	13
	9230 - Outside Services Employed	58 - Total Assets		17,711	17,711
		61 - Total Fixed Assets		1,227	1,227
	9350 - Maintenance of General Plant	39 - 100% to One Company	9		9
Ohio Power Company Total			**99,781**	**33,989**	**133,771**
AEP West Virginia Transmission Company, Inc.	1070 - Construction Work In Progress	39 - 100% to One Company	23,992		23,992
	5710 - Maintenance of Overhead Lines	28 - Number of Trans Pole Miles		7,540	7,540
	9200 - Administrative & Gen Salaries	58 - Total Assets		3	3
	9230 - Outside Services Employed	58 - Total Assets		4,569	4,569
AEP West Virginia Transmission Company, Inc. Total			**23,992**	**12,113**	**36,105**
Kingsport Power Company	1070 - Construction Work In Progress	39 - 100% to One Company	7,288		7,288
	1840 - Clearing Accounts	08 - Number of Electric Retail Cust		322	322
		09 - Number of Employees		7	7
	5000 - Oper Supervision & Engineering	09 - Number of Employees		42	42
	5710 - Maintenance of Overhead Lines	28 - Number of Trans Pole Miles		1,047	1,047
	9120 - Demonstrating & Selling Exp	08 - Number of Electric Retail Cust		19	19
	9200 - Administrative & Gen Salaries	08 - Number of Electric Retail Cust		94	94
		58 - Total Assets		0	0
	9230 - Outside Services Employed	58 - Total Assets		492	492
		61 - Total Fixed Assets		40	40
	9302 - Misc General Expenses	39 - 100% to One Company	28,621		28,621
	9350 - Maintenance of General Plant	39 - 100% to One Company	21		21
Kingsport Power Company Total			**35,930**	**2,063**	**37,992**
American Electric Power Company	4265 - Other Deductions	39 - 100% to One Company	37,938		37,938
American Electric Power Company Total			**37,938**		**37,938**
Other - Affiliates Grand Total Billings less than $25K	1070 - Construction Work In Progress	39 - 100% to One Company	19,936		19,936
	1080 - Accum Prov for Deprec of Plant	39 - 100% to One Company	1,025		1,025
	1840 - Clearing Accounts	08 - Number of Electric Retail Cust		11,337	11,337
		09 - Number of Employees		1,727	1,727
		39 - 100% to One Company	2,911		2,911
	5000 - Oper Supervision & Engineering	09 - Number of Employees		9,003	9,003
	5600 - Oper Supervision & Engineering	58 - Total Assets		(4,888)	(4,888)
	5620 - Station Expenses	58 - Total Assets		7,157	7,157
	5630 - Overhead Line Expenses	58 - Total Assets		1,153	1,153
	5660 - Misc Transmission Expenses	58 - Total Assets		563	563
	5690 - Maintenance of Structures	58 - Total Assets		606	606
	5700 - Maint of Station Equipment	58 - Total Assets		2,150	2,150
	5710 - Maintenance of Overhead Lines	28 - Number of Trans Pole Miles		519	519
		39 - 100% to One Company	(6,133)		(6,133)
		58 - Total Assets		623	623
	5720 - Maint of Underground Lines	58 - Total Assets		4	4
	5830 - Overhead Line Expenses	39 - 100% to One Company	11		11
	5860 - Meter Expenses	39 - 100% to One Company	2,139		2,139
	5870 - Customer Installations Exp	39 - 100% to One Company	219		219
	5930 - Maintenance of Overhead Lines	39 - 100% to One Company	1,413		1,413
	5940 - Maint of Underground Lines	39 - 100% to One Company	(2)		(2)
	9030 - Cust Records & Collection Exp	39 - 100% to One Company	915		915
	9120 - Demonstrating & Selling Exp	08 - Number of Electric Retail Cust		687	687
	9200 - Administrative & Gen Salaries	08 - Number of Electric Retail Cust		3,296	3,296
		40 - Equal Share Ratio		1	1
		58 - Total Assets		63	63
	9230 - Outside Services Employed	58 - Total Assets		45,460	45,460
		61 - Total Fixed Assets		1,767	1,767
	9250 - Injuries and Damages	61 - Total Fixed Assets		1,541	1,541
	9302 - Misc General Expenses	39 - 100% to One Company	590		590
	9350 - Maintenance of General Plant	39 - 100% to One Company	6,317		6,317
Other - Affiliates Grand Total Billings less than $25K Total			**29,340**	**82,768**	**112,108**
Grand Total			**3,521,111**	**311,758**	**3,832,869**

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_13 Describe Kentucky Power's lobbying activities and provide a schedule showing the name, salary, and job title of each individual whose job function involves lobbying on the local, state, or national level.

RESPONSE

Kentucky Power Company engages in state and local legislative issues that may affect Kentucky Power or its customers. Amy Elliott, Vice President External Affairs & Customer Services, and Dalton Hatfield, External Affairs Manager, monitor the activities at the state level. AEP has a Federal Affairs office in Washington, D.C. that is responsible for lobbying activities at the national level, and Kentucky Power receives an allocation of those expenses.

The portion of Ms. Elliott's and Mr. Hatfield's salaries attributable to lobbying during the test year was $15,131. This amount, along with any associated lobbying expenditures, has been recorded in Account 426.4 and has been excluded from the rate calculation.

Approximately 2.47% of the costs associated with the AEPSC Federal Affairs office in Washington, D.C. or $10,566 (including $5,264 in labor costs) were allocated to Kentucky Power by AEPSC for federal lobbying activities. The costs were allocated using the total asset allocation factor established in the Company's Cost Allocation Manual.

Witness: Cynthia G. Wiseman

DATA REQUEST

KPSC 1_14 Provide the following information concerning the costs for the preparation of this case:

a. A detailed schedule of expenses incurred to date for the following categories:

(1) Accounting;
(2) Engineering;
(3) Legal;
(4) Consultants; and
(5) Other Expenses (Identify separately).

b. For each category identified in Item 14a, the schedule should include the date of each transaction, check number or other document reference, the vendor, the hours worked, the rates per hour, amount, a description of the services performed, and the account number in which the expenditure was recorded. Provide copies of contracts or other documentation that support charges incurred in the preparation of this case. Identify any costs incurred for this case that occurred during the base period.

c. An itemized estimate of the total cost to be incurred for this case. Expenses should be broken down into the same categories as identified in Item 14a, with an estimate of the hours to be worked and the rates per hour. Include a detailed explanation of how the estimate was determined, along with all supporting workpapers and calculations.

d. Provide monthly updates of the actual costs incurred in conjunction with this rate case, reported in the manner requested in Items 14a and 14b, and a cumulative total of cost incurred to date for each category. Updates will be due when Kentucky Power files its monthly financial statements with the Commission, through the month of the public hearing.

RESPONSE

Based on clarification from Commission Staff on August 15, 2025, the Company understands this question to be seeking the requested information as it pertains to the Company's test year (12 months ended May 2025).

a-b. Please see KPCO_R_KPSC_1_14_Attachment1 for the date, document reference, vendor, hours, rates per hour, amount, description, and account number for each expense incurred to date. Please see KPCO_R_KPSC_1_14_Attachment2 for the documentation supporting each charge.

c. Please see KPCO_R_KPSC_1_14_Attachment1 for the itemized estimate for total costs to be incurred in this case broken down into the same categories as identified in 14(a). Please also see KPCO_R_KPSC_1_55_Attachment20_CullopWP4 for the workpapers and calculations supporting the Company's rate case expense adjustment (W23).

d. The Company will provide monthly updates of the actual costs incurred, in the manner requested above in 14(a) and 14(b). Because this response includes costs incurred as of August 31, 2025, the first supplemental update will be provided following the close of September 2025 books.

Witness: John D. Cullop

STITES & HARBISON PLLC
ATTORNEYS

Stites & Harbison, PLLC
250 West Main Street
2300 Lexington Financial Center
Lexington, KY 40507

December 04, 2024

Kentucky Power Company
1645 Winchester Avenue
Ashland, KY 41101

KMG

Invoice Number: 1731531

Matter Number: KE057-230034

Tax ID: [redacted]

Payment Terms: Net 30

Client:	Kentucky Power
Matter:	2025 Rate Case AEP LawPack Matter Number: AEP-2024-4330017

For professional services rendered through November 30, 2024

Currency: USD

Fees	$877.50
Total Amount Due	**$877.50**

STITES & HARBISON PLLC
ATTORNEYS

Client:	Kentucky Power	Invoice Date:	December 04, 2024
Matter:	2025 Rate Case	Invoice Number:	1731531
	AEP LawPack Matter Number: AEP-2024-4330017	Matter Number:	KE057-230034

Time Detail

Date	Tkpr ID	Description	Hours	Amount
11/15/24	KMG	L120 A106 Participate in conference call to discuss [redacted]	0.60	$195.00
11/21/24	KMG	P400 A106 Participate in conference call to discuss [redacted]	0.50	$162.50
11/22/24	KMG	P400 A106 Participate in conference call to discuss [redacted]	0.40	$130.00
11/25/24	KMG	L120 A106 Participate in conference call to discuss [redacted]	0.60	$195.00
11/25/24	KMG	L120 A106 Participate in conference call to discuss [redacted]	0.60	$195.00
Total			**2.70**	**$877.50**

Timekeeper Summary

Timekeeper	Timekeeper ID	Hours	Rate	Amount
Katie Glass	KMG	2.70	$325.00	$877.50
Total		**2.70**		**$877.50**

Amount Due	**$877.50**

Client:	Kentucky Power	Invoice Date:	December 04, 2024
Matter:	2025 Rate Case AEP LawPack Matter Number: AEP-2024-4330017	Invoice Number: Matter Number:	1731531 KE057-230034

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STITES & HARBISON PLLC
ATTORNEYS

Stites & Harbison, PLLC
250 West Main Street
2300 Lexington Financial Center
Lexington, KY 40507

February 06, 2025

Kentucky Power Company
1645 Winchester Avenue
Ashland, KY 41101

KMG

Invoice Number: 1738396

Matter Number: KE057-230034

Tax ID: [redacted]

Payment Terms: Net 30

Client:	Kentucky Power
Matter:	2025 Rate Case AEP LawPack Matter Number: AEP-2024-4330017

For professional services rendered through January 31, 2025

Currency: USD

Fees	$850.00
Total Amount Due	**$850.00**

STITES & HARBISON PLLC
ATTORNEYS

Client:	Kentucky Power	Invoice Date:	February 06, 2025
Matter:	2025 Rate Case	Invoice Number:	1738396
	AEP LawPack Matter Number: AEP-2024-4330017	Matter Number:	KE057-230034

Time Detail

Date	Tkpr ID	Description	Hours	Amount
01/06/25	KMG	P400 A104 [redacted]	0.40	$136.00
01/06/25	KMG	P400 A104 [redacted]	0.40	$136.00
01/06/25	KMG	P400 A106 Participate in conference call to discuss [redacted]	0.80	$272.00
01/07/25	KMG	P400 A106 Participate in conference call to discuss [redacted]	0.90	$306.00
Total			**2.50**	**$850.00**

Timekeeper Summary

Timekeeper	Timekeeper ID	Hours	Rate	Amount
Katie Glass	KMG	2.50	$340.00	$850.00
Total		**2.50**		**$850.00**

Amount Due **$850.00**

Client:	Kentucky Power	Invoice Date:	February 06, 2025
Matter:	2025 Rate Case AEP LawPack Matter Number: AEP-2024-4330017	Invoice Number: Matter Number:	1738396 KE057-230034

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Wire/ACH Information:

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STITES & HARBISON PLLC
ATTORNEYS

Stites & Harbison, PLLC
250 West Main Street
2300 Lexington Financial Center
Lexington, KY 40507

April 14, 2025

Kentucky Power Company
1645 Winchester Avenue
Ashland, KY 41101

KMG

Invoice Number: 1746535

Matter Number: KE057-230034

Tax ID: [redacted]

Payment Terms: Net 30

Client:	Kentucky Power
Matter:	2025 Rate Case AEP LawPack Matter Number: AEP-2024-4330017

For professional services rendered through March 31, 2025

Currency: USD

Fees	$306.00
Total Amount Due	**$306.00**

STITES & HARBISON PLLC
ATTORNEYS

Client:	Kentucky Power	Invoice Date:	April 14, 2025
Matter:	2025 Rate Case AEP LawPack Matter Number: AEP-2024-4330017	Invoice Number: Matter Number:	1746535 KE057-230034

Time Detail

Date	Tkpr ID	Description	Hours	Amount
03/26/25	KMG	L120 A104 [redacted]	0.90	$306.00
Total			**0.90**	**$306.00**

Timekeeper Summary

Timekeeper	Timekeeper ID	Hours	Rate	Amount
Katie Glass	KMG	0.90	$340.00	$306.00
Total		**0.90**		**$306.00**

Amount Due **$306.00**

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Wire/ACH Information:

Stites & Harbison, PLLC
[redacted]
Bank ABA #:
Account #:
Swift Code:

Client:	Kentucky Power	Invoice Date:	April 14, 2025
Matter:	2025 Rate Case AEP LawPack Matter Number: AEP-2024-4330017	Invoice Number: Matter Number:	1746535 KE057-230034

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STITES & HARBISON PLLC
ATTORNEYS

Stites & Harbison, PLLC
250 West Main Street
2300 Lexington Financial Center
Lexington, KY 40507

May 22, 2025

Kentucky Power Company
1645 Winchester Avenue
Ashland, KY 41101

KMG

Invoice Number: 1750996

Matter Number: KE057-230034

Tax ID: [redacted]

Payment Terms: Net 30

Client:	Kentucky Power
Matter:	2025 Rate Case AEP LawPack Matter Number: AEP-2024-4330017

For professional services rendered through April 30, 2025

Currency: USD

Fees	$7,053.50
Total Amount Due	**$7,053.50**

STITES & HARBISON PLLC
ATTORNEYS

Client:	Kentucky Power	Invoice Date:	May 22, 2025
Matter:	2025 Rate Case AEP LawPack Matter Number: AEP-2024-4330017	Invoice Number: Matter Number:	1750996 KE057-230034

Time Detail

Date	Tkpr ID	Description	Hours	Amount
04/07/25	KG1	L120 A106 [redacted]	1.00	$440.00
04/07/25	HPH01	L120 A106 Attend teleconference [redacted]	1.00	$215.00
04/07/25	KMG	P400 A106 Participate in conference call to discuss [redacted]	1.00	$340.00
04/09/25	KMG	P400 A104 [redacted]	0.30	$102.00
04/09/25	KMG	P400 A106 Participate in conference call to discuss [redacted]	0.50	$170.00
04/14/25	KG1	L120 A106 Prepare for and participate in conference [redacted]	0.70	$308.00
04/14/25	KG1	L120 A106 Prepare for and participate in conference [redacted]	0.90	$396.00
04/14/25	KG1	L120 A104 [redacted]	0.60	$264.00
04/14/25	KMG	P400 A106 Participate in conference call to discuss [redacted]	0.60	$204.00
04/14/25	KMG	P400 A106 Participate in conference call to discuss [redacted]	0.50	$170.00
04/16/25	HPH01	L120 A104 [redacted]	0.90	$193.50

Client:	Kentucky Power	Invoice Date:	May 22, 2025
Matter:	2025 Rate Case AEP LawPack Matter Number: AEP-2024-4330017	Invoice Number: Matter Number:	1750996 KE057-230034

Date	Tkpr ID	Description	Hours	Amount
04/16/25	HPH01	L120 A106 Participate in conference call [redacted]	0.40	$86.00
04/16/25	KMG	P400 A106 Participate in conference call to discuss [redacted]	0.40	$136.00
04/21/25	KG1	L120 A106 Prepare for and participate in conference [redacted]	0.90	$396.00
04/21/25	HPH01	L120 A106 Participate in conference call [redacted]	0.50	$107.50
04/21/25	KMG	P400 A106 Participate in conference call to discuss [redacted]	0.50	$170.00
04/22/25	KG1	L120 A104 [redacted]	1.20	$528.00
04/23/25	KG1	L120 A106 Prepare for and participate in conference to [redacted]	1.50	$660.00
04/23/25	KG1	L120 A106 Prepare for and participate in conference [redacted]	0.80	$352.00
04/23/25	KMG	P400 A106 Participate in conference call to discuss [redacted]	0.80	$272.00
04/23/25	KMG	P400 A106 Participate in conference call to discuss [redacted]	1.40	$476.00
04/28/25	KG1	L120 A106 Participate in conference [redacted]	0.60	$264.00

Client:	Kentucky Power	Invoice Date:	May 22, 2025
Matter:	2025 Rate Case AEP LawPack Matter Number: AEP-2024-4330017	Invoice Number: Matter Number:	1750996 KE057-230034

Date	Tkpr ID	Description	Hours	Amount
04/28/25	KG1	L120 A106 Participate in conference to [redacted]	0.50	$220.00
04/28/25	KMG	P400 A106 Participate in conference call to discuss [redacted]	0.40	$136.00
04/28/25	KMG	P400 A106 Participate in conference call to discuss [redacted]	0.50	$170.00
04/29/25	HPH01	L120 A106 Participate in conference call to discuss [redacted]	0.50	$107.50
04/29/25	KMG	P400 A106 Participate in conference call to discuss [redacted]	0.50	$170.00
Total			**19.40**	**$7,053.50**

Timekeeper Summary

Timekeeper	Timekeeper ID	Hours	Rate	Amount
Harlee Havens	HPH01	3.30	$215.00	$709.50
Kenneth J. Gish, Jr.	KG1	8.70	$440.00	$3,828.00
Katie Glass	KMG	7.40	$340.00	$2,516.00
Total		**19.40**		**$7,053.50**

Amount Due	**$7,053.50**

Client:	Kentucky Power	Invoice Date:	May 22, 2025
Matter:	2025 Rate Case AEP LawPack Matter Number: AEP-2024-4330017	Invoice Number: Matter Number:	1750996 KE057-230034

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STITES & HARBISON PLLC
ATTORNEYS

Stites & Harbison, PLLC
250 West Main Street
2300 Lexington Financial Center
Lexington, KY 40507

June 17, 2025

Kentucky Power Company
1645 Winchester Avenue
Ashland, KY 41101

KMG

Invoice Number: 1753800

Matter Number: KE057-230034

Tax ID: [redacted]

Payment Terms: Net 30

Client:	Kentucky Power
Matter:	2025 Rate Case AEP LawPack Matter Number: AEP-2024-4330017

For professional services rendered through May 31, 2025

Currency: USD

Fees	$5,329.00
Total Amount Due	**$5,329.00**

STITES & HARBISON PLLC
ATTORNEYS

Client:	Kentucky Power	Invoice Date:	June 17, 2025
Matter:	2025 Rate Case AEP LawPack Matter Number: AEP-2024-4330017	Invoice Number: Matter Number:	1753800 KE057-230034

Time Detail

Date	Tkpr ID	Description	Hours	Amount
05/05/25	KG1	L120 A104 [redacted]	1.10	$484.00
05/05/25	KG1	L120 A104 [redacted]	0.60	$264.00
05/05/25	HPH01	L120 A104 [redacted]	0.50	$107.50
05/09/25	KG1	L120 A106 Participate in conference to [redacted]	0.60	$264.00
05/09/25	KG1	P400 A106 Participate in conference to [redacted]	0.80	$352.00
05/09/25	KG1	P400 A104 [redacted]	0.70	$308.00
05/09/25	KMG	L120 A106 Participate in conference call to discuss [redacted]	0.50	$170.00
05/09/25	KMG	P400 A106 Participate in conference call to discuss [redacted]	0.80	$272.00
05/12/25	KMG	L120 A104 [redacted]	0.40	$136.00
05/13/25	HPH01	L120 A106 Participate in teleconference re [redacted]	0.50	$107.50

Client:	Kentucky Power	Invoice Date:	June 17, 2025
Matter:	2025 Rate Case AEP LawPack Matter Number: AEP-2024-4330017	Invoice Number: Matter Number:	1753800 KE057-230034

Date	Tkpr ID	Description	Hours	Amount
05/13/25	HPH01	L120 A106 Participate in teleconference to [redacted]	1.10	$236.50
05/13/25	HPH01	L120 A106 Participate in teleconference to [redacted]	1.10	$236.50
05/13/25	KMG	P400 A106 Participate in conference call to discuss [redacted]	0.50	$170.00
05/13/25	KMG	P400 A104 [redacted]	0.50	$170.00
05/13/25	KMG	P400 A106 Participate in conference call to discuss [redacted]	1.10	$374.00
05/13/25	KMG	P400 A104 [redacted]	0.50	$170.00
05/13/25	KMG	P400 A106 Participate in conference call to discuss [redacted]	1.00	$340.00
05/13/25	KG1	L120 A106 Prepare for and participate in conference to [redacted]	1.20	$528.00
05/16/25	KG1	P400 A106 Prepare for and participate in conference to [redacted]	1.20	$528.00
05/22/25	HPH01	L120 A104 [redacted]	0.20	$43.00
05/22/25	KMG	L120 A104 [redacted]	0.20	$68.00
Total			**15.10**	**$5,329.00**

Client:	Kentucky Power	Invoice Date:	June 17, 2025
Matter:	2025 Rate Case AEP LawPack Matter Number: AEP-2024-4330017	Invoice Number: Matter Number:	1753800 KE057-230034

Timekeeper Summary

Timekeeper	Timekeeper ID	Hours	Rate	Amount
Harlee Havens	HPH01	3.40	$215.00	$731.00
Kenneth J. Gish, Jr.	KG1	6.20	$440.00	$2,728.00
Katie Glass	KMG	5.50	$340.00	$1,870.00
Total		**15.10**		**$5,329.00**

Amount Due	**$5,329.00**

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STITES & HARBISON PLLC
ATTORNEYS

Stites & Harbison, PLLC
250 West Main Street
2300 Lexington Financial Center
Lexington, KY 40507

July 14, 2025

Kentucky Power Company
1645 Winchester Avenue
Ashland, KY 41101

KMG

Invoice Number: 1756620

Matter Number: KE057-230034

Tax ID: [redacted]

Payment Terms: Net 30

Client:	Kentucky Power
Matter:	2025 Rate Case AEP LawPack Matter Number: AEP-2024-4330017

For professional services rendered through June 30, 2025

Currency: USD

Fees	$5,574.00
Total Amount Due	**$5,574.00**

STITES & HARBISON PLLC
ATTORNEYS

Client:	Kentucky Power	Invoice Date:	July 14, 2025
Matter:	2025 Rate Case AEP LawPack Matter Number: AEP-2024-4330017	Invoice Number: Matter Number:	1756620 KE057-230034

Time Detail

Date	Tkpr ID	Description	Hours	Amount
06/17/25	KMG	L120 A104 [redacted]	0.20	$68.00
06/24/25	KG1	P400 A104 [redacted]	1.40	$616.00
06/24/25	KG1	P400 A106 Participate in conference to [redacted]	1.00	$440.00
06/25/25	KG1	P400 A104 [redacted]	1.10	$484.00
06/25/25	KG1	P400 A106 Participate in conference to [redacted]	1.00	$440.00
06/25/25	HPH01	L120 A106 Participate in call to [redacted]	1.00	$215.00
06/25/25	KMG	P400 A104 [redacted]	0.40	$136.00
06/25/25	KMG	P400 A106 Participate in conference call to discuss [redacted]	1.00	$340.00
06/25/25	KMG	P400 A104 [redacted]	0.90	$306.00
06/26/25	KG1	P400 A104 [redacted]	1.30	$572.00
06/26/25	KG1	P400 A106 Participate in conference to [redacted]	1.00	$440.00

Client:	Kentucky Power	Invoice Date:	July 14, 2025
Matter:	2025 Rate Case AEP LawPack Matter Number: AEP-2024-4330017	Invoice Number: Matter Number:	1756620 KE057-230034

Date	Tkpr ID	Description	Hours	Amount
06/26/25	HPH01	L120 A106 Participate in call to [redacted]	1.00	$215.00
06/26/25	KMG	P400 A106 Participate in conference call to discuss [redacted]	1.00	$340.00
06/27/25	KG1	P400 A106 Participate in conference to [redacted]	0.50	$220.00
06/27/25	KMG	P400 A106 Participate in conference call to discuss [redacted]	0.50	$170.00
06/30/25	KG1	P400 A104 [redacted]	1.30	$572.00
Total			**14.60**	**$5,574.00**

Timekeeper Summary

Timekeeper	Timekeeper ID	Hours	Rate	Amount
Harlee Havens	HPH01	2.00	$215.00	$430.00
Kenneth J. Gish, Jr.	KG1	8.60	$440.00	$3,784.00
Katie Glass	KMG	4.00	$340.00	$1,360.00
Total		**14.60**		**$5,574.00**

Amount Due **$5,574.00**

Client:	Kentucky Power	Invoice Date:	July 14, 2025
Matter:	2025 Rate Case AEP LawPack Matter Number: AEP-2024-4330017	Invoice Number: Matter Number:	1756620 KE057-230034

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Account #:
Swift Code:

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Clearspring Energy Advisors, LLC

1050 Regent St. - Suite L3
Madison, WI 53715

Invoice

Date	Invoice #
7/30/2025	CEA406139

Bill To
Kentucky Power

Terms

Description	Amount
2025 Zero Intercept Study and John Wolfram Testimony Fixed fee this is the only invoice for the study and direct testimony.	12,500.00
Thank you for your business!	**Total** $12,500.00

Phone #
608-442-8668

Web Site
www.clearspringenergy.com

GANNETT FLEMING

Check Payment Information:
Gannett Fleming Valuation and Rate Consultants, LLC
PO Box 829160, Philadelphia, PA 19182-9160 **Federal EIN:** [redacted]
ACH/EFT Payment Information:
Account Name: Gannett Fleming Companies **ABA:** [redacted]
Account No.: [redacted]
Send Remit Info: [redacted]
Send Audit Inquiries: [redacted]
All Other Inquires Contact the Project Team

Attention: Accounts Payable
Kentucky Power Company
1645 Winchester Avenue
Ashland, KY 41101
UNITED STATES

Invoice : 0000045654
Invoice Date : 1/2/2025
Due Date: 2/1/2025
Project : 082510
Project Name : Kentucky Power Company - Depreciation Study
Bill Term : 01

For Professional Services Rendered Through 12/13/2024

Contract : GFC757828
Contract Name : GFC757828
Contract Date : 10/23/2024

Depreciation Study

		Current Billings
000 - Depreciation Study		11,465.00
	Total :	11,465.00

Current Billings		11,465.00
Amount Due This Bill	**US**	11,465.00

John J Spanos

Project : 082510 - Kentucky Power Company - Depreciation Study **Invoice : 0000045654**

000 - Depreciation Study

Rate Labor

Class	*Hours*	*Rate*	*Amount*
Assistant Analyst II	7.00	170.000	1,190.00
Asst. Project Manager - Depreciation	25.50	230.000	5,865.00
John J Spanos	7.50	320.000	2,400.00
Senior Technician	9.00	130.000	1,170.00
Support Staff	6.00	140.000	840.00
Total Rate Labor	55.00		***11,465.00***
Total Bill Task : 000 - Depreciation Study			**11,465.00**

Total Project : 082510 - Kentucky Power Company - Depreciation Study **11,465.00**

GANNETT FLEMING

Check Payment Information:
Gannett Fleming Valuation and Rate Consultants, LLC
PO Box 829160, Philadelphia, PA 19182-9160 **Federal EIN:** [redacted]
ACH/EFT Payment Information:
Account Name: Gannett Fleming Companies **ABA:** [redacted]
Account No.: [redacted]
Send Remit Info: [redacted]
Send Audit Inquiries: [redacted]
All Other Inquires Contact the Project Team

Attention: Accounts Payable
Kentucky Power Company
1645 Winchester Avenue
Ashland, KY 41101
UNITED STATES

Invoice : 0000046745
Invoice Date : 1/23/2025
Due Date: 2/22/2025
Project : 082510
Project Name : Kentucky Power Company - Depreciation Study
Bill Term : 01

For Professional Services Rendered For 12/14/2024 Through 1/10/2025

Contract : GFC757828
Contract Name : GFC757828
Contract Date : 10/23/2024

Depreciation Study

		Current Billings
000 - Depreciation Study		20,170.00
	Total :	20,170.00

Current Billings		20,170.00
Amount Due This Bill	**US**	20,170.00

John J Spanos

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	0000045654	1/2/2025	11,465.00	11,465.00
				11,465.00

Project : 082510 - Kentucky Power Company - Depreciation Study **Invoice : 0000046745**

000 - Depreciation Study

Rate Labor

Class	*Hours*	*Rate*	*Amount*
Assistant Analyst II	28.00	170.000	4,760.00
Asst. Project Manager - Depreciation	41.00	230.000	9,430.00
John J Spanos	17.00	320.000	5,440.00
Senior Technician	2.00	130.000	260.00
Support Staff	2.00	140.000	280.00
Total Rate Labor	90.00		***20,170.00***
Total Bill Task : 000 - Depreciation Study			**20,170.00**

Total Project : 082510 - Kentucky Power Company - Depreciation Study **20,170.00**

GANNETT FLEMING

Check Payment Information:
Gannett Fleming Valuation and Rate Consultants, LLC
PO Box 829160, Philadelphia, PA 19182-9160 **Federal EIN:** [redacted]
ACH/EFT Payment Information:
Account Name: Gannett Fleming Companies **ABA:** [redacted]
Account No.: [redacted]
Send Remit Info: [redacted]
Send Audit Inquiries: [redacted]
All Other Inquires Contact the Project Team

Attention: Accounts Payable
Kentucky Power Company
1645 Winchester Avenue
Ashland, KY 41101
UNITED STATES

Invoice : 0000048123
Invoice Date : 2/24/2025
Due Date: 3/26/2025
Project : 082510
Project Name : Kentucky Power Company - Depreciation Study
Bill Term : 01

For Professional Services Rendered For 1/11/2025 Through 2/7/2025

Contract : GFC757828
Contract Name : GFC757828
Contract Date : 10/23/2024

Depreciation Study

		Current Billings
000 - Depreciation Study		12,846.70
	Total :	12,846.70

Current Billings		12,846.70
Amount Due This Bill	**US**	12,846.70

John J Spanos

Project : 082510 - Kentucky Power Company - Depreciation Study **Invoice : 0000048123**

000 - Depreciation Study

Rate Labor

Class	*Hours*	*Rate*	*Amount*
Assistant Analyst II	5.00	180.000	900.00
Asst. Project Manager - Depreciation	25.00	240.000	6,000.00
John J Spanos	1.50	340.000	510.00
Senior Technician	8.00	140.000	1,120.00
Support Staff	3.00	150.000	450.00
Total Rate Labor	42.50		***8,980.00***

Expenses

Account / Vendor	*Cost*	*Multiplier*	*Amount*
Lodging			
Glen A Friel	145.77	1.0000	145.77
Janelle Rising	145.77	1.0000	145.77
John J Spanos	145.77	1.0000	145.77
Meals and Meals Per Diem			
Glen A Friel	26.54	1.0000	26.54
Janelle Rising	31.75	1.0000	31.75
John J Spanos	208.62	1.0000	208.62
Other Transportation			
Glen A Friel	37.00	1.0000	37.00
Janelle Rising	37.00	1.0000	37.00
John J Spanos	65.60	1.0000	65.60
Transportation - Airfare			
M & T BANK, N.A.	2,945.85	1.0000	2,945.85
Transportation - Rental Car			
EAN SERVICES LLC	77.03	1.0000	77.03
Total Expenses			***3,866.70***
Total Bill Task : 000 - Depreciation Study			**12,846.70**

Total Project : 082510 - Kentucky Power Company - Depreciation Study **12,846.70**

Employee Expense Report

Backup

Employee: 16369 - Glen A Friel
Expense Report: 418597 - Glen Friel December Expenses
Project: 082510 - Kentucky Power Company - Depreciation Study
Backup For: 000 - Depreciation Study

Expense Report Dates: 12/18/2024 - 12/19/2024
Posting Date: 12/27/2024
Client: 36424491 - Kentucky Power Company

Transaction Details

Sequence	Date	Category	Project	Task Hierarchy	Location	Receipt	Currency	Quantity	Amount
1	12/18/2024	Project- Lunch	082510	000	Camp Hill PA (West Building)	1	US		18.06
		Travel from Harrisburg, PA to Charleston, WV for Kentucky Power site visit.							
2	12/18/2024	Project- Lodging	082510	000	Camp Hill PA (West Building)	2	US		145.77
		Travel from Harrisburg, PA to Charleston, WV for Kentucky Power site visit.							
3	12/18/2024	Project- Other Food & Beverage	082510	000	Camp Hill PA (West Building)	2	US		8.48
		Travel from Harrisburg, PA to Charleston, WV for Kentucky Power site visit.							
4	12/19/2024	Project- Parking	082510	000	Camp Hill PA (West Building)	3	US		37.00
		Travel from Harrisburg, PA to Charleston, WV for Kentucky Power site visit.							
							Total		**209.31**

Audit Trail

Date / Time	User Name	Action	State	Comments
12/28/2024 1:58:12 AM	Tammy M Laughman	Approve	PendingProcessing	
12/28/2024 1:58:13 AM	BSTServiceP	Process	Out	processor-invoked

Not a Subway® MVP Rewards member? Scan the code below to enroll today!

(#1) 08510.000

Subway#47829-0 Phone 717-948-3738
Harrisburg International Airport One Ter
Middletown, PA, 17057
Served by: 1896 12/18/2024 12:43:14 pm
Term ID-Trans# 1/A-487173

Qty	Size	Item	Price
1	12"	#18 Ultimate B.M.T. Sub	12.39
1		Bottled Water	3.29

Sub Total	15.68
Taxable Amount	12.39
Pa Sales Tax (6%)	0.74
Total (Eat In)	16.42
Tips	1.64
Total (With Tips)	18.06
Credit Card	18.06
Change	0.00

Approval No: 47822P
Reference No: Q3Zy0017345438230 23
Card Issuer: MasterCard
Account No: **********[redacted]
Acquired: ICC
Amount: $18.06
Application: Mastercard
AID: A0000000041010
MID: 230202001204235
TID: 06210290
Date/Time: 12/18/2024 12:43:43
APPROVED

CUSTOMER COPY

Host Order ID: KF2F4ZLMJF5BNZ99

Hampton Inn - Huntington University Area, WV
177 Kinetic Dr, Huntington 25701 US
3045238001
HTSHU_Hampton@Hilton.com

Date Range: Dec 18, 2024 - Dec 19, 2024
Tax#/ID# :

#2
082510.000

Guest Folio

Confirmation Number - 97387428

Primary Guest		ADDN GUESTS	Hilton Honors
Guest Name	FRIEL, GLEN		Silver [redacted]
Address	2095 FORT BEVON RD		
City, State, Zip Code	HARLEYSVILLE PA 19438-3309		
Country	US		

Stay Details		Company Details	Other Details	
Check In Date	Dec 18, 2024	Name	Bill Number	
Check Out Date	Dec 19, 2024	Tax#/ID#	Tax/Fee Exemption	NO
Room	NQRU - 414	PO Number	Tax/Fee Exempt Date	
Source	GLOBAL DISTRIBUTION SYSTEM	Account Name	**Travel Agent**	
Guests	1/0		IATA	[redacted]
			Name	WORLD T

Date	Type	Description	Amount
Dec 18, 2024	Charge	SUITE SHOP-SODA	$8.00
Dec 18, 2024	Tax	MISC - SALES TAX	$0.48
Dec 18, 2024	Charge	GUEST ROOM	$129.00
Dec 18, 2024	Tax	RM - ACCOMODATION TAX	$7.74
Dec 18, 2024	Tax	RM - CITY SALES TAX	$1.29
Dec 18, 2024	Tax	RM - STATE TAX	$7.74
Dec 19, 2024	Payments	AMEX-3008	($154.25)

Summary

Type	Amount
GUEST ROOM	$129.00
SUITE SHOP-SODA	$8.00
MISC - SALES TAX	$0.48
RM - ACCOMODATION TAX	$7.74
RM - CITY SALES TAX	$1.29
RM - STATE TAX	$7.74
CREDIT CARD	$154.25
Folio Balance	**$0.00**

Check In Time 06:44 PM
Check Out Time 08:27 AM

Reservations hiltonhotels.com or +1-800-HILTONS

HARRISBURG
INTERNATIONAL
RECEIPT A24

J"S,13"
ENTRY TIME:
12/18/24 12:31
EXIT TIME:
12/19/24 22:16
PARK-DUR.: HRS:MIN
- 0:00:15
AMOUNT:
USD 37.00

173

082510.00

KIND OF PAYMENT:

HARRISBURG INTERNATIONAL
1 TERMINAL DRIVE STE 300

----------EFTPOS----------
TERMINAL ****2398
19 Dec 24 22:15
MASTERCARD ICC CONTACT
AID A0000000041010
APP LABEL Mastercard
CARD **********[redacted]
PAN SEQ Number 01
RRN 001005857505
AUTHORISATION 23429P
REFERENCE 205955
PURCHASE USD37.00
TOTAL USD37.00

APPROVED

NO CARDHOLDER VERIFICATION

THANK YOU FOR YOUR
VISIT

Employee Expense Report

Backup

Employee: 33911 - Janelle Rising
Expense Report: 418559 - Kentucky Power Field Review
Project: 082510 - Kentucky Power Company - Depreciation Study
Backup For: 000 - Depreciation Study

Expense Report Dates: 12/18/2024 - 12/19/2024
Posting Date: 12/27/2024
Client: 36424491 - Kentucky Power Company

Transaction Details

Sequence	Date	Category	Project	Task Hierarchy	Location	Receipt	Currency	Quantity	Amount
1	12/18/2024	Project- Lodging	082510	000	Camp Hill PA (West Building)	1	US		145.77
		Field Review and Management Meeting at Client's location regarding depreciation - Catlettsburg, KY							
2	12/18/2024	Project- Other Food & Beverage	082510	000	Camp Hill PA (West Building)	2	US		20.57
		Field Review and Management Meeting at Client's location regarding depreciation - Catlettsburg, KY							
2	12/19/2024	Project- Other Food & Beverage	082510	000	Camp Hill PA (West Building)	No Receipt	US		11.18
		Field Review and Management Meeting at Client's location regarding depreciation - Catlettsburg, KY							
3	12/19/2024	Project- Parking	082510	000	Camp Hill PA (West Building)	3	US		37.00
		Field Review and Management Meeting at Client's location regarding depreciation - Catlettsburg, KY							
							Total		**214.52**

Audit Trail

Date / Time	User Name	Action	State	Comments
12/20/2024 12:18:18 PM	Janelle Rising	Submit	PendingFirstApproval	
12/27/2024 10:00:51 AM	Sally A. Fegan	Approve	PendingProcessing	
12/27/2024 10:00:51 AM	BSTServiceP	Process	Out	processor-invoked

Hampton Inn - Huntington University Area, WV
177 Kinetic Dr, Huntington 25701 US
3045238001
HTSHU_Hampton@Hilton.com

Date Range: Dec 18, 2024 - Dec 19, 2024
Tax#/ID# :

Guest Folio

Confirmation Number - 95699878

Primary Guest	
Guest Name	RISING, JANELLE MARIE
Address	1724 W SCHUYLKILL RD
City, State, Zip Code	DOUGLASSVILLE PA 19518-9100
Country	US

Stay Details	
Check In Date	Dec 18, 2024
Check Out Date	Dec 19, 2024
Room	NKRU - 331
Source	GLOBAL DISTRIBUTION SYSTEM
Guests	1/0

Company Details	
Name	
Tax#/ID#	
PO Number	
Account Name	

Other Details	
Bill Number	
Tax/Fee Exemption	NO
Tax/Fee Exempt Date	
Travel Agent	
IATA	[redacted]
Name	WORLD T

Date	Type	Description	Amount
Dec 18, 2024	Charge	GUEST ROOM	$129.00
Dec 18, 2024	Tax	RM - ACCOMODATION TAX	$7.74
Dec 18, 2024	Tax	RM - CITY SALES TAX	$1.29
Dec 18, 2024	Tax	RM - STATE TAX	$7.74

Summary

Type	Amount
GUEST ROOM	$129.00
RM - ACCOMODATION TAX	$7.74
RM - CITY SALES TAX	$1.29
RM - STATE TAX	$7.74
Folio Balance	**$145.77**

Check In Time 06:43 PM
Check Out Time

Reservations hiltonhotels.com or +1-800-HILTONS

HMSHost
By Avolta

STARBUCKS B3 #75897
HARRISBURG AIRPORT
800031424 Damien

WS#: 1

CHK 36466

GST 1

12/18/2024 11:56 AM

To Go

1 WTR ARTC SOL M	3.50
1 CORE DS BACON	7.75
Warmed	
1 GR PWC MOCHA	8.15
NO WHIP	

Subtotal	$19.40
Tax	$1.17
Payment	$20.57
Change Due	$0.00
MasterCard	$20.57
XXXXXXXXXXXX[redacted]	

Check Closed
12/18/2024 11:59 AM

We value your feedback!
Scan the QR code below to share your experience.

https://hmshost.com/contact/
STOREID: MDTSTA1A

HARRISBURG
INTERNATIONAL A27
RECEIPT

ENTRY TIME = 11:45
12/18/24
EXIT TIME = 22:13
12/19/24
PARK-DUR - = HRS:MIN
0:00:15

AMOUNT = USD 37.00

KIND OF PAYMENT =

HARRISBURG INTERNATIONAL
1 TERMINAL DRIVE STE 300

----------EFTPOS----------
****2393
TERMINAL
19 Dec 24 22:13
MASTERCARD ICC CONTACT
AID A0000000041010
APP LABEL CAPITAL ONE
CARD **********[redacted]
PAN SEQ Number 01
RRN 001005843659
AUTHORISATION 000305
REFERENCE 318824
PURCHASE USD37.00
TOTAL USD37.00

APPROVED

NO CARDHOLDER VERIFICATION

THANK YOU FOR YOUR
VISIT

Employee Expense Report

Backup

Employee: 07249 - John J Spanos
Expense Report: 418066 - Dec24expenses
Project: 082510 - Kentucky Power Company - Depreciation Study
Backup For: 000 - Depreciation Study

Expense Report Dates: 12/9/2024 - 12/19/2024
Posting Date: 12/27/2024
Client: 36424491 - Kentucky Power Company

Transaction Details

Sequence	Date	Category	Project	Task Hierarchy	Location	Receipt	Currency	Quantity	Amount
8	12/18/2024	Project- Tolls	082510	000	Camp Hill PA (West Building)	NR	US		3.30
		Field Visit for Kentucky Power Company - Ashland, KY							
8	12/19/2024	Project- Tolls	082510	000	Camp Hill PA (West Building)	NR	US		3.30
		Field Visit for Kentucky Power Company - Ashland, KY							
9	12/18/2024	Project- Lunch	082510	000	Camp Hill PA (West Building)	NR	US		18.50
		Field Visit for Kentucky Power Company - Ashland, KY							
9	12/19/2024	Project- Lunch	082510	000	Camp Hill PA (West Building)	10	US		72.31
		Field Visit for Kentucky Power Company - Ashland, KY - Lunch for John Spanos, Glen Friel(GF) and Janelle Rising(GF)							
10	12/18/2024	Project- Dinner	082510	000	Camp Hill PA (West Building)	9	US		~~97.45~~ 72.31
		Field Visit for Kentucky Power Company - Ashland, KY - Dinner for John Spanos, Glen Friel(GF) and Janelle Rising(GF)							
10	12/19/2024	Project- Dinner	082510	000	Camp Hill PA (West Building)	nr	US		45.50
		Field Visit for Kentucky Power Company - Ashland, KY - Dinner for John Spanos, Glen Friel(GF) and Janelle Rising(GF)							
11	12/19/2024	Project- Rental Car Gas	082510	000	Camp Hill PA (West Building)	11	US		22.00
		Field Visit for Kentucky Power Company - Ashland, KY							
12	12/19/2024	Project- Parking	082510	000	Camp Hill PA (West Building)	12	US		37.00
		Field Visit for Kentucky Power Company - Ashland, KY							
13	12/18/2024	Project- Lodging	082510	000	Camp Hill PA (West Building)	13	US		145.77
		Field Visit for Kentucky Power Company - Ashland, KY							

Employee Expense Report

Backup

Audit Trail

Date / Time	User Name	Action	State	Comments
12/23/2024 7:37:10 AM	John J. Spanos	Submit	PendingFirstApproval	
12/31/2024 10:28:32 AM	Sally A. Fegan	Approve	PendingProcessing	
12/31/2024 10:28:34 AM	BSTServiceP	Process	Out	processor-invoked

From: Spanos, John J.
To: Spanos, John J.
Subject: 3
Date: Sunday, December 22, 2024 8:33:15 PM

Sent from my iPhone

Expense #11

From: Spanos, John J.
To: Spanos, John J.
Subject: 2
Date: Sunday, December 22, 2024 8:32:52 PM

Sent from my iPhone

Expense #12

From: Spanos, John J.
To: Spanos, John J.
Subject: 1
Date: Sunday, December 22, 2024 8:32:18 PM

Sent from my iPhone

Hampton Inn - Huntington University Area, WV
177 Kinetic Dr, Huntington 25701 US
3045238001
HTSHU_Hampton@Hilton.com

Date Range: Dec 18, 2024 - Dec 19, 2024
Tax#/ID# :

Guest Folio

Confirmation Number - 90568996

Primary Guest		ADDN GUESTS	Hilton Honors
Guest Name	SPANOS, JOHN		Diamond [redacted]
Address	8 GRANDVIEW COURT		
City, State, Zip Code	MECHANICSBURG PA 17055		
Country	US		

Stay Details		Company Details	Other Details	
Check In Date	Dec 18, 2024	Name	Bill Number	
Check Out Date	Dec 19, 2024	Tax#/ID#	Tax/Fee Exemption	NO
Room	NQRUF - 417	PO Number	Tax/Fee Exempt Date	
Source	GLOBAL DISTRIBUTION SYSTEM	Account Name	**Travel Agent**	
Guests	1/0		IATA	[redacted]
			Name	WORLD T

Date	Type	Description	Amount
Dec 18, 2024	Charge	GUEST ROOM	$129.00
Dec 18, 2024	Tax	RM - ACCOMODATION TAX	$7.74
Dec 18, 2024	Tax	RM - CITY SALES TAX	$1.29
Dec 18, 2024	Tax	RM - STATE TAX	$7.74
Dec 19, 2024	Payments	VISA-0857	($145.77)

Summary

Type	Amount
GUEST ROOM	$129.00
RM - ACCOMODATION TAX	$7.74
RM - CITY SALES TAX	$1.29
RM - STATE TAX	$7.74
CREDIT CARD	$145.77
Folio Balance	**$0.00**

Expense #13

Check In Time 06:45 PM
Check Out Time 08:26 AM
Reservations hiltonhotels.com or +1-800-HILTONS

Expense #9

From: Spanos, John J.
To: Spanos, John J.
Subject: 4
Date: Sunday, December 22, 2024 8:33:36 PM

Sent from my iPhone

National
Fed Tax Id : 430724835

Consolidated Inv. # 37802233
Rental Agreement # 239793336
Bill Ref # 20032154574
Invoice Date 23-Dec-2024

Bill To Information

GANNETT FLEMING, INC.
207 SENATE AVE
CAMP HILL, PA - 170112316

Rental Information

Reservation Number : 1785224546
Driver : SPANOS, JOHN J
Pickup Date/Time : 12/18/2024 17:42
Return Date/Time : 12/19/2024 17:02
Miles/kms : 203
Car Class : ICAR Requested Class : ICAR

Vehicle Information

Yr/Make/Model	Unit #	License No	Beg/End/Distance
2024/MITSUBIS/OUTL	7W7XPY	KIT1461	15731/15934/203

VIN JA4J4VA85RZ068551

Rental Branch

CRW NATIONAL
171 AIRPORT RD
CHARLESTON, WV - 253111056

Return Branch

CRW NATIONAL
171 AIRPORT RD
CHARLESTON, WV - 253111056

Charge Detail

Description	Qty	Period	Rate	Amount
TIME & DISTANCE	1	DAY	56.00	56.00
			Sub Total	56.00
CUSTOMER FACILITY CHARGE 6.00/DAY	1	DAY	6.00	6.00
AIRPORT RECOVERY FEE 12.36 PCT		PERCENT	12.36	7.23
WV RENTAL CAR TAX 1.00 USD/DAY	1	DAY	1.00	1.00
VEH LIC COST RECOV FEE 2.50/DAY	1	DAY	2.50	2.50
WV SALES TAX		PERCENT	6.00	4.30
Total Charges (USD)				**77.03**

Remit Payment in USD to	For Billing Inquiries	Payment Terms
EAN SERVICES, LLC PO BOX 840173 KANSAS CITY MO 641840173 **Email Remit To: AskNationalPayments@em.com**	Tel#: +1 8662789894 ARINQUIRY@EM.COM	Payment Due Within 30 days of invoice date. Late payments are subject to finance charge.

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g., sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

WORLDTRAVELINC
POWERS One GLOBAL

World Travel Record Locator : SKNILO

Passenger
FRIEL / GLEN ALEXANDER

Rate Your Experience

Please review your itinerary upon receipt. World Travel Inc. will not be responsible for any discrepancies on this itinerary if not notified within 24 hours of when reservation was made.

Please check and observe all entry and health requirements applicable to your journey. Travel requirements are subject to change without notice. For more information visit WorldAlert360.

You are responsible for all entry requirements and documents. World Travel, Inc. will not be responsible for any trip disruption due to lack of required documents.

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Approval Information

The referenced traveler has booked air and/or rail reservations as indicated in the travel itinerary below. The travel will automatically be charged to the Co/Org and Project/NonProject coding provided by the traveler on the itinerary/invoice unless the traveler's supervisor notifies traveldept@gfnet.com otherwise. Should you have any questions, please contact Deb Jorich 717-886-5523.

Important Trip Information

Assigned Company Number	003
Assigned Organization Code	331050
GL Account Code	405500
Business Purpose	STIE VISIT
Project Code	082510
Task Code	000

Wednesday 18 December 2024

American Airlines 5934
WED, DEC 18, 2024

MDT	CLT
Harrisburg International Airport Harrisburg, PA United States	Charlotte Douglas International Charlotte, NC United States
DEPARTURE 1:19 PM	ARRIVAL 3:11 PM

Operated By: PIEDMONT AIRLINES AS AMERICAN EAGLE
Status: Confirmed
Confirmation: IHJTZD
Frequent Traveler ID: [redacted]

Directions - MDT

Class: Economy Estimated Time: 1 hour(s) and 52 minute(s) Non-stop Distance: 412

CO2 Emissions: 301 kg/0.30 metric tons Equipment: Embraer RJ145 Seat: 16A Confirmed

Remarks: If you change your seat assignment directly with the airline, please contact World Travel so that our automated seat checker process will not cause your seat to be changed.

Baggage

American Airlines 5235
WED, DEC 18, 2024

CLT	CRW
Charlotte Douglas International Charlotte, NC United States	Yeager Charleston, WV United States
DEPARTURE 4:18 PM	ARRIVAL 5:27 PM

Operated By: PSA AIRLINES AS AMERICAN EAGLE
Status: Confirmed
Confirmation: IHJTZD
Frequent Traveler ID: [redacted]

Directions - CLT

Class: Economy Estimated Time: 1 hour(s) and 9 minute(s) Non-stop Distance: 220

CO2 Emissions: 154 kg/0.15 metric tons Equipment: Canadair Regional Jet 700

Seat: Assigned at Check-in

Remarks: SEAT ASSIGNMENT RESTRICTED TO AIRPORT CHECK IN ONLY
If you change your seat assignment directly with the airline, please contact World Travel so that our automated seat checker process will not cause your seat to be changed.

Baggage

Hampton Inn University Area, Huntington, WV
WED, DEC 18, 2024

CHECK IN DATE
WED, DEC 18, 2024

CHECK OUT DATE
THU, DEC 19, 2024

177 Kinetic Dr .
Huntington, WV 25701
United States

+1 (304) 523-8001

+1 (304) 522-0120

Status: Confirmed
Confirmation: 97387428
Persons: 1
Number of Nights: 1

Rooms / Type: A05 Cancellation Policy: 24H CANCEL 24 HOUR PRIOR TO ARRI

Rate: USD 129 per night may be subject to local taxes and service charges

Thursday 19 December 2024

American Airlines 5235
THU, DEC 19, 2024

CRW → CLT

Yeager
Charleston, WV
United States

DEPARTURE
6:03 PM

Charlotte Douglas International
Charlotte, NC
United States

ARRIVAL
7:45 PM

Operated By: PSA AIRLINES AS AMERICAN EAGLE
Status: Confirmed
Confirmation: IHJTZD
Frequent Traveler ID: [redacted]

Directions - CRW

Class: Economy Estimated Time: 1 hour(s) and 42 minute(s) Non-stop Distance: 220

CO2 Emissions: 154 kg/0.15 metric tons Equipment: Canadair Regional Jet 700

Seat: Assigned at Check-in

Remarks: SEAT ASSIGNMENT RESTRICTED TO AIRPORT CHECK IN ONLY
If you change your seat assignment directly with the airline, please contact World Travel so that our automated seat checker process will not cause your seat to be changed.

Baggage

American Airlines 3250

THU, DEC 19, 2024

CLT →	MDT	Status:	Confirmed
Charlotte Douglas International Charlotte, NC United States	Harrisburg International Airport Harrisburg, PA United States	Confirmation:	IHJTZD
		Frequent Traveler ID:	08CK0N6
DEPARTURE 8:25 PM	ARRIVAL 9:53 PM	Directions - CLT	

Class: Economy Estimated Time: 1 hour(s) and 28 minute(s) Non-stop Distance: 412

CO2 Emissions: 179 kg/0.17 metric tons Equipment: Airbus Industrie A319

Seat: 18E Confirmed

Remarks: AISLE/WINDOW NOT AVAILABLE, CENTER SEAT CONFIRMED
If you change your seat assignment directly with the airline, please contact World Travel so that our automated seat checker process will not cause your seat to be changed.

Baggage

Remarks

DUE TO AIRPORT SECURITY AT ALL AIRPORTS
PLEASE ALLOW EXTRA TIME TO CHECK IN FOR YOUR FLIGHTS
PLEASE BE PREPARED TO SHOW GOVERNMENT ISSUED PHOTO ID
AIRLINES WILL BE SPOT CHECKING PACKAGES AND BAGGAGE

Invoice

Invoice Number: 8664755
Invoice Issued: 12/4/2024
Ticket Number: 0017164217045

American Airlines Flight 5934 - December 18
American Airlines Flight 5235 - December 18
American Airlines Flight 5235 - December 19
American Airlines Flight 3250 - December 19

Base Fare	$913.26 USD
Total Tax	$107.69 USD
Total Ticket Amount	$1,020.95 USD
Form of Payment	[redacted]
Issue Date	12/4/2024
Form of Payment	[redacted]
Service Fee Number	8900883307872
Service Fee Amount	$25.00 USD
Total Invoice Amount	1045.95

WORLDTRAVELINC
POWERS One GLOBAL

World Travel Record Locator : IGEQWA

Passenger
RISING / JANELLE MARIE

Rate Your Experience

Please review your itinerary upon receipt. World Travel Inc. will not be responsible for any discrepancies on this itinerary if not notified within 24 hours of when reservation was made.

Please check and observe all entry and health requirements applicable to your journey. Travel requirements are subject to change without notice. For more information visit WorldAlert360.

You are responsible for all entry requirements and documents. World Travel, Inc. will not be responsible for any trip disruption due to lack of required documents.

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Approval Information

The referenced traveler has booked air and/or rail reservations as indicated in the travel itinerary below. The travel will automatically be charged to the Co/Org and Project/NonProject coding provided by the traveler on the itinerary/invoice unless the traveler's supervisor notifies traveldept@gfnet.com otherwise. Should you have any questions, please contact Deb Jorich 717-886-5523.

Important Trip Information

Assigned Company Number	003
Assigned Organization Code	331050
GL Account Code	405500
Business Purpose	STIE VISIT
Project Code	082510
Task Code	000

Wednesday 18 December 2024

American Airlines 5934
WED, DEC 18, 2024

MDT	CLT
Harrisburg International Airport Harrisburg, PA United States	Charlotte Douglas International Charlotte, NC United States
DEPARTURE 1:19 PM	ARRIVAL 3:11 PM

Operated By: PIEDMONT AIRLINES AS AMERICAN EAGLE
Status: Confirmed
Confirmation: CDROOG
Frequent Traveler ID: [redacted]

Directions - MDT

Class: Economy Estimated Time: 1 hour(s) and 52 minute(s) Non-stop Distance: 412

CO2 Emissions: 301 kg/0.30 metric tons Equipment: Embraer RJ145 Seat: 14B Confirmed

Remarks: If you change your seat assignment directly with the airline, please contact World Travel so that our automated seat checker process will not cause your seat to be changed.

Baggage

American Airlines 5235
WED, DEC 18, 2024

CLT	CRW
Charlotte Douglas International Charlotte, NC United States	Yeager Charleston, WV United States
DEPARTURE 4:18 PM	ARRIVAL 5:27 PM

Operated By: PSA AIRLINES AS AMERICAN EAGLE
Status: Confirmed
Confirmation: CDROOG
Frequent Traveler ID: [redacted]

Directions - CLT

Class: Economy Estimated Time: 1 hour(s) and 9 minute(s) Non-stop Distance: 220

CO2 Emissions: 154 kg/0.15 metric tons Equipment: Canadair Regional Jet 700

Seat: Assigned at Check-In

Remarks: If you change your seat assignment directly with the airline, please contact World Travel so that our automated seat checker process will not cause your seat to be changed.

Baggage

Hampton Inn University Area, Huntington, WV

WED, DEC 18, 2024

CHECK IN DATE	CHECK OUT DATE	
WED, DEC 18, 2024	THU, DEC 19, 2024	Status: Confirmed
177 Kinetic Dr . Huntington, WV 25701 United States		Confirmation: 95699878
+1 (304) 523-8001	+1 (304) 522-0120	Persons: 1
		Number of Nights: 1

Rooms / Type: 1 King Bed Cancellation Policy: 24H CANCEL 24 HOUR PRIOR TO ARRI

Rate: USD 129 per night may be subject to local taxes and service charges

Thursday 19 December 2024

American Airlines 5235

THU, DEC 19, 2024

CRW →	CLT	Operated By: PSA AIRLINES AS AMERICAN EAGLE
Yeager Charleston, WV United States	Charlotte Douglas International Charlotte, NC United States	Status: Confirmed
DEPARTURE 6:03 PM	ARRIVAL 7:45 PM	Confirmation: CDROOG
		Frequent Traveler ID: [redacted]
		Directions - CRW

Class: Economy Estimated Time: 1 hour(s) and 42 minute(s) Non-stop Distance: 220

CO2 Emissions: 154 kg/0.15 metric tons Equipment: Canadair Regional Jet 700

Seat: Assigned at Check-In

Remarks: If you change your seat assignment directly with the airline, please contact World Travel so that our automated seat checker process will not cause your seat to be changed.

Baggage

American Airlines 3250

THU, DEC 19, 2024

CLT →	MDT	Status:	Confirmed
Charlotte Douglas International Charlotte, NC United States	Harrisburg International Airport Harrisburg, PA United States	Confirmation:	CDROOG
		Frequent Traveler ID:	[redacted]
DEPARTURE 8:25 PM	ARRIVAL 9:53 PM	Directions - CLT	

Class: Economy Estimated Time: 1 hour(s) and 28 minute(s) Non-stop Distance: 412

CO2 Emissions: 179 kg/0.17 metric tons Equipment: Airbus Industrie A319

Seat: 24F Confirmed

Remarks: If you change your seat assignment directly with the airline, please contact World Travel so that our automated seat checker process will not cause your seat to be changed.

Baggage

Remarks

DUE TO AIRPORT SECURITY AT ALL AIRPORTS
PLEASE ALLOW EXTRA TIME TO CHECK IN FOR YOUR FLIGHTS
PLEASE BE PREPARED TO SHOW GOVERNMENT ISSUED PHOTO ID
AIRLINES WILL BE SPOT CHECKING PACKAGES AND BAGGAGE

Invoice

Invoice Number: 8664607
Invoice Issued: 12/3/2024
Ticket Number: 0017164036567

American Airlines Flight 5934 - December 18
American Airlines Flight 5235 - December 18
American Airlines Flight 5235 - December 19
American Airlines Flight 3250 - December 19

Base Fare	$766.28 USD
Total Tax	$96.67 USD
Total Ticket Amount	$862.95 USD
Form of Payment	[redacted]
Issue Date	12/3/2024
Form of Payment	[redacted]
Service Fee Number	8900883279814
Service Fee Amount	$25.00 USD
Total Invoice Amount	**887.95**

WORLDTRAVELINC
POWERS One GLOBAL

World Travel Record Locator : IGOEFK

Passenger
SPANOS / JOHN J

Rate Your Experience

Please review your itinerary upon receipt. World Travel Inc. will not be responsible for any discrepancies on this itinerary if not notified within 24 hours of when reservation was made.

Please check and observe all entry and health requirements applicable to your journey. Travel requirements are subject to change without notice. For more information visit WorldAlert360.

You are responsible for all entry requirements and documents. World Travel, Inc. will not be responsible for any trip disruption due to lack of required documents.

Calm your travel anxieties and gain peace of mind with the ultimate travel companion - WorldMobile! Download now to carry World Travel Inc. with you wherever you go.

Download on the App Store | GET IT ON Google Play

Approval Information

The referenced traveler has booked air and/or rail reservations as indicated in the travel itinerary below. The travel will automatically be charged to the Co/Org and Project/NonProject coding provided by the traveler on the itinerary/invoice unless the traveler's supervisor notifies traveldept@gfnet.com otherwise. Should you have any questions, please contact Deb Jorich 717-886-5523.

Important Trip Information

Assigned Company Number	003
Assigned Organization Code	331050
GL Account Code	405500
Business Purpose	STIE VISIT
Project Code	082510
Task Code	000

Wednesday 18 December 2024

American Airlines 5934
WED, DEC 18, 2024

MDT	CLT
Harrisburg International Airport Harrisburg, PA United States	Charlotte Douglas International Charlotte, NC United States
DEPARTURE 1:19 PM	ARRIVAL 3:11 PM

Operated By: PIEDMONT AIRLINES AS AMERICAN EAGLE
Status: Confirmed
Confirmation: SKYWQT
Frequent Traveler ID: [redacted]

Directions - MDT

Class: Economy Estimated Time: 1 hour(s) and 52 minute(s) Non-stop Distance: 412

CO2 Emissions: 301 kg/0.30 metric tons Equipment: Embraer RJ145 Seat: 13C Confirmed

Remarks: If you change your seat assignment directly with the airline, please contact World Travel so that our automated seat checker process will not cause your seat to be changed.

Baggage

American Airlines 5235
WED, DEC 18, 2024

CLT	CRW
Charlotte Douglas International Charlotte, NC United States	Yeager Charleston, WV United States
DEPARTURE 4:18 PM	ARRIVAL 5:27 PM

Operated By: PSA AIRLINES AS AMERICAN EAGLE
Status: Confirmed
Confirmation: SKYWQT
Frequent Traveler ID: [redacted]

Directions - CLT

Class: Economy Estimated Time: 1 hour(s) and 9 minute(s) Non-stop Distance: 220

CO2 Emissions: 154 kg/0.15 metric tons Equipment: Canadair Regional Jet 700

Seat: 12D Confirmed

Remarks: If you change your seat assignment directly with the airline, please contact World Travel so that our automated seat checker process will not cause your seat to be changed.

Baggage

National Rent A Car

WED, DEC 18, 2024

PICK UP	DROP OFF		
5:27 PM WED, DEC 18	6:03 PM THU, DEC 19	Status:	Confirmed
		Confirmation:	1785224546COUNT
		Duration:	24.6 Hours
		Mileage:	Unlimited

CRW National
171 Airport Rd
Charleston, WV 25311-1056
United States

+1 (833) 470-0111

Type: Intermediate 2/4 Door Automatic Air Conditioning Corp. Discount: ¤XXXXXX

Frequent Traveler ID: 914456734

Rate: USD 56 per day additional local taxes and insurance costs may apply

Total: USD 111.78 Approximate including Taxes

Note: ***National and Enterprise rates include insurance for US rentals, when traveling outside of the US please purchase insurance when picking up your rental car.If renting car inside the United States, employees must not purchase insurance.***

Hampton Inn University Area, Huntington, WV

WED, DEC 18, 2024

CHECK IN DATE	CHECK OUT DATE		
WED, DEC 18, 2024	THU, DEC 19, 2024	Status:	Confirmed
		Confirmation:	90568996
		Persons:	1
		Number of Nights:	1

177 Kinetic Dr .
Huntington, WV 25701
United States

+1 (304) 523-8001

+1 (304) 522-0120

Rooms / Type: A06 Cancellation Policy: 24H CANCEL 24 HOUR PRIOR TO ARRI

Rate: USD 129 per night may be subject to local taxes and service charges

Thursday 19 December 2024

American Airlines 5235
THU, DEC 19, 2024

CRW → CLT	
Yeager Charleston, WV United States	Charlotte Douglas International Charlotte, NC United States
DEPARTURE 6:03 PM	ARRIVAL 7:45 PM

Operated By: PSA AIRLINES AS AMERICAN EAGLE
Status: Confirmed
Confirmation: SKYWQT
Frequent Traveler ID: [redacted]

Directions - CRW

Class: Economy Estimated Time: 1 hour(s) and 42 minute(s) Non-stop Distance: 220

CO2 Emissions: 154 kg/0.15 metric tons Equipment: Canadair Regional Jet 700

Seat: 12C Confirmed

Remarks: If you change your seat assignment directly with the airline, please contact World Travel so that our automated seat checker process will not cause your seat to be changed.

Baggage

American Airlines 3250
THU, DEC 19, 2024

CLT → MDT	
Charlotte Douglas International Charlotte, NC United States	Harrisburg International Airport Harrisburg, PA United States
DEPARTURE 8:25 PM	ARRIVAL 9:53 PM

Status: Confirmed
Confirmation: SKYWQT
Frequent Traveler ID: [redacted]

Directions - CLT

Class: Economy Estimated Time: 1 hour(s) and 28 minute(s) Non-stop Distance: 412

CO2 Emissions: 179 kg/0.17 metric tons Equipment: Airbus Industrie A319

Seat: 15D Confirmed

Remarks: If you change your seat assignment directly with the airline, please contact World Travel so that our automated seat checker process will not cause your seat to be changed.

Baggage

Remarks

DUE TO AIRPORT SECURITY AT ALL AIRPORTS
PLEASE ALLOW EXTRA TIME TO CHECK IN FOR YOUR FLIGHTS
PLEASE BE PREPARED TO SHOW GOVERNMENT ISSUED PHOTO ID
AIRLINES WILL BE SPOT CHECKING PACKAGES AND BAGGAGE
DUE TO AIRPORT SECURITY AT ALL AIRPORTS
PLEASE ALLOW EXTRA TIME TO CHECK IN FOR YOUR FLIGHTS
PLEASE BE PREPARED TO SHOW GOVERNMENT ISSUED PHOTO ID
AIRLINES WILL BE SPOT CHECKING PACKAGES AND BAGGAGE

Invoice

Invoice Number: 8664629
Invoice Issued: 12/4/2024
Ticket Number: 0017164196232

American Airlines Flight 5934 - December 18
American Airlines Flight 5235 - December 18
American Airlines Flight 5235 - December 19
American Airlines Flight 3250 - December 19

Base Fare	$881.63 USD
Total Tax	$105.32 USD
Total Ticket Amount	$986.95 USD
Form of Payment	[redacted]
Issue Date	12/4/2024
Form of Payment	[redacted]
Service Fee Number	8900883306441
Service Fee Amount	$25.00 USD
Total Invoice Amount	**1011.95**

Contact Us

Booking Agent:	Paola Batista
Emergency Contact (24/7) within the US:	888-602-6586
International (Outside of the U.S.):	484-348-6172

GANNETT FLEMING

Check Payment Information:
Gannett Fleming Valuation and Rate Consultants, LLC
PO Box 829160, Philadelphia, PA 19182-9160 **Federal EIN:** [redacted]
ACH/EFT Payment Information:
Account Name: Gannett Fleming Companies **ABA:** [redacted]
Account No : [redacted]
Send Remit Info: [redacted]
Send Audit Inquiries
All Other Inquires Contact the Project Team

Attention: Accounts Payable
Kentucky Power Company
1645 Winchester Avenue
Ashland, KY 41101
UNITED STATES

Invoice : 0000052092
Invoice Date : 6/4/2025
Due Date: 7/4/2025
Project : 082510
Project Name : Kentucky Power Company - Depreciation Study
Bill Term : 01

For Professional Services Rendered Through 5/16/2025

Contract : GFC757828
Contract Name : GFC757828
Contract Date : 10/23/2024

Depreciation Study

	Current Billings
000 - Depreciation Study	4,225.00
Total :	4,225.00

Current Billings		4,225.00
Amount Due This Bill	**US**	4,225.00

John J Spanos

Project : 082510 - Kentucky Power Company - Depreciation Study **Invoice : 0000052092**

000 - Depreciation Study

Rate Labor

Class	*Hours*	*Rate*	*Amount*
Assistant Analyst II	6.50	180.000	1,170.00
Asst. Project Manager - Depreciation	9.00	240.000	2,160.00
John J Spanos	2.00	340.000	680.00
Senior Technician	1.00	140.000	140.00
Support Staff	0.50	150.000	75.00
Total Rate Labor	19.00		***4,225.00***
Total Bill Task : 000 - Depreciation Study			**4,225.00**

Total Project : 082510 - Kentucky Power Company - Depreciation Study **4,225.00**

GANNETT FLEMING

Check Payment Information:
Gannett Fleming Valuation and Rate Consultants, LLC
PO Box 829160, Philadelphia, PA 19182-9160 **Federal EIN:** [redacted]
ACH/EFT Payment Information:
Account Name: Gannett Fleming Companies **ABA:** [redacted]
Account No.: [redacted]
Send Remit Info: [redacted]
Send Audit Inquiries: [redacted]
All Other Inquires Contact the Project Team

Attention: Accounts Payable
Kentucky Power Company
1645 Winchester Avenue
Ashland, KY 41101
UNITED STATES

Invoice : 0000054007
Invoice Date : 7/14/2025
Due Date: 8/13/2025
Project : 082510
Project Name : Kentucky Power Company - Depreciation Study
Bill Term : 01

For Professional Services Rendered For 5/17/2025 Through 6/13/2025

Contract : GFC757828
Contract Name : Kentucky Power Company-GFC757828
Contract Date : 10/23/2024

Depreciation Study

		Current Billings
000 - Depreciation Study		9,675.00
	Total :	9,675.00

Current Billings		9,675.00
Amount Due This Bill	**US**	9,675.00

John J Spanos

Project : 082510 - Kentucky Power Company - Depreciation Study **Invoice : 0000054007**

000 - Depreciation Study

Rate Labor

Class	*Hours*	*Rate*	*Amount*
Assistant Analyst II	2.00	180.000	360.00
Asst. Project Manager - Depreciation	32.50	240.000	7,800.00
John J Spanos	3.00	340.000	1,020.00
Senior Technician	3.00	140.000	420.00
Support Staff	0.50	150.000	75.00
Total Rate Labor	41.00		***9,675.00***
Total Bill Task : 000 - Depreciation Study			**9,675.00**

Total Project : 082510 - Kentucky Power Company - Depreciation Study **9,675.00**

GANNETT FLEMING

Check Payment Information:
Gannett Fleming Valuation and Rate Consultants, LLC
PO Box 829160, Philadelphia, PA 19182-9160 **Federal EIN:** [redacted]
ACH/EFT Payment Information:
Account Name: Gannett Fleming Companies **ABA:** [redacted]
Account No.: [redacted]
Send Remit Info: [redacted]
Send Audit Inquiries: [redacted]
All Other Inquires Contact the Project Team

Attention: Accounts Payable
Kentucky Power Company
1645 Winchester Avenue
Ashland, KY 41101
UNITED STATES

Invoice : 0000054208
Invoice Date : 7/18/2025
Due Date: 8/17/2025
Project : 082510
Project Name : Kentucky Power Company - Depreciation Study
Bill Term : 01

For Professional Services Rendered For 6/14/2025 Through 7/11/2025

Contract : GFC757828
Contract Name : Kentucky Power Company Rate Case
Contract Date : 10/22/2024

Depreciation Study

		Current Billings
000 - Depreciation Study		19,895.00
	Total :	19,895.00

Current Billings		19,895.00
Amount Due This Bill	**US**	19,895.00

John J Spanos

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	0000054007	7/14/2025	9,675.00	9,675.00
				9,675.00

Project : 082510 - Kentucky Power Company - Depreciation Study **Invoice : 0000054208**

000 - Depreciation Study

Rate Labor

Class	*Hours*	*Rate*	*Amount*
Assistant Analyst II	33.50	180.000	6,030.00
Associate Analyst	12.00	205.000	2,460.00
Asst. Project Manager - Depreciation	42.50	240.000	10,200.00
John J Spanos	2.50	340.000	850.00
Senior Technician	2.00	140.000	280.00
Support Staff	0.50	150.000	75.00
Total Rate Labor	93.00		***19,895.00***
Total Bill Task : 000 - Depreciation Study			**19,895.00**

Total Project : 082510 - Kentucky Power Company - Depreciation Study **19,895.00**

GANNETT FLEMING

Check Payment Information:
Gannett Fleming Valuation and Rate Consultants, LLC
PO Box 829160, Philadelphia, PA 19182-9160 **Federal EIN:** [redacted]
ACH/EFT Payment Information:
Account Name: Gannett Fleming Companies **ABA:** [redacted]
Account No.: [redacted]
Send Remit Info: [redacted]
Send Audit Inquiries [redacted]
All Other Inquires Contact the Project Team

Attention: Accounts Payable
Kentucky Power Company
1645 Winchester Avenue
Ashland, KY 41101
UNITED STATES

Invoice : 0000055771
Invoice Date : 8/26/2025
Due Date: 9/25/2025
Project : 082510
Project Name : Kentucky Power Company - Depreciation Study
Bill Term : 01

For Professional Services Rendered For 7/12/2025 Through 8/8/2025

Contract : GFC757828
Contract Name : Kentucky Power Company Rate Case
Contract Date : 10/22/2024

Depreciation Study

	Current Billings
000 - Depreciation Study	12,110.00
Total :	12,110.00

Current Billings		12,110.00
Amount Due This Bill	**US**	12,110.00

John J Spanos

Project : 082510 - Kentucky Power Company - Depreciation Study **Invoice : 0000055771**

000 - Depreciation Study

Rate Labor

Class	*Hours*	*Rate*	*Amount*
Assistant Analyst II	22.00	180.000	3,960.00
Asst. Project Manager - Depreciation	19.50	240.000	4,680.00
John J Spanos	8.00	340.000	2,720.00
Support Staff	5.00	150.000	750.00
Total Rate Labor	54.50		***12,110.00***
Total Bill Task : 000 - Depreciation Study			**12,110.00**

Total Project : 082510 - Kentucky Power Company - Depreciation Study **12,110.00**

scottmadden
MANAGEMENT CONSULTANTS

INVOICE

Page: 1

ScottMadden, Inc.
2626 Glenwood Ave
Suite 480
Raleigh, NC 27608-1367
Tax ID: [redacted]

Invoice Number: PS-INV106769
Invoice Date: 12/18/2024

American Electric Power
Tanner Wolffram
1 Riverside Plaza
Columbus, OH 43215
USA

P.O. Number: PO?

In Reference To: Professional services provided in November 2024 for project 100634-1043
AEP KY 2024 Lead Lag Study

	Date	Quantity	Rate	Total Price
Tim Lyons - Research, analysis, preparation of work product	11/20/24	1	475.00	475.00
Tim Lyons - Partner		**1**		**475.00**

Total Fees:	**475.00**
Support Fee:	**0.00**
Total Expenses:	**0.00**
Tax:	**0.00**
Total USD:	**475.00**

By ACH (Preferred) or Bank Wire transfer as follows:

BANK INFORMATION

[redacted]
Transit# 1[redacted]
Account Name: [redacted]
Account# [redacted]

If by Check, Payable To:

ADDRESS

ScottMadden, Inc.
PO Box 935955
Atlanta , GA 31193-5955

scottmadden
MANAGEMENT CONSULTANTS

INVOICE

Page: 1

ScottMadden, Inc.
2626 Glenwood Ave
Suite 480
Raleigh, NC 27608-1367
Tax ID: [redacted]

Invoice Number: PS-INV106951
Invoice Date: 1/22/2025

American Electric Power
Tanner Wolffram
1 Riverside Plaza
Columbus, OH 43215
USA

P.O. Number: PO?

In Reference To: Professional services provided in December 2024 for project 100634-1043
AEP KY 2024 Lead Lag Study

	Date	Quantity	Rate	Total Price
Talha Sheikh - Direct Filing Support	12/10/24	0.5	385.00	192.50
Talha Sheikh - Director		**0.5**		**192.50**
Tim Lyons - Research, analysis, preparation of work product	12/10/24	1.5	475.00	712.50
Tim Lyons - Research, analysis, preparation of work product	12/11/24	0.5	475.00	237.50
Tim Lyons - Research, analysis, preparation of work product	12/13/24	1	475.00	475.00
Tim Lyons - Research, analysis, preparation of work product	12/14/24	1	475.00	475.00
Tim Lyons - Research, analysis, preparation of work product	12/16/24	1	475.00	475.00
Tim Lyons - Partner		**5**		**2,375.00**
Luis Betances - Research, analysis, and preparation of work product.	12/02/24	4	190.00	760.00
Luis Betances - Research, analysis, and preparation of work product.	12/03/24	2	190.00	380.00
Luis Betances - Research, analysis, and preparation of work product.	12/04/24	4	190.00	760.00
Luis Betances - Research, analysis, and preparation of work product.	12/09/24	6	190.00	1,140.00
Luis Betances - Research, analysis, and preparation of work product.	12/10/24	4	190.00	760.00
Luis Betances - Research, analysis, and preparation of work product.	12/12/24	4	190.00	760.00
Luis Betances	12/13/24	2	190.00	380.00
Luis Betances - Research, analysis, and preparation of work product.	12/16/24	2	190.00	380.00
Luis Betances - Research, analysis, and preparation of work product.	12/18/24	2	190.00	380.00

scottmadden
MANAGEMENT CONSULTANTS

INVOICE

	Date	Quantity	Rate	Total Price
Luis Betances - Research, analysis, and preparation of work product.	12/30/24	8	190.00	1,520.00
Luis Betances - Research, analysis, and preparation of work product.	12/31/24	8	190.00	1,520.00
Luis Betances - Sr. Analyst		**46**		**8,740.00**

Total Fees:	**11,307.50**
Support Fee:	**0.00**
Total Expenses:	**0.00**
Tax:	**0.00**
Total USD:	**11,307.50**

By ACH (Preferred) or Bank Wire transfer as follows:

BANK INFORMATION

[redacted]
Transit# [redacted]
Account Name: [redacted]
Account# [redacted]

If by Check, Payable To:

ADDRESS

ScottMadden, Inc.
PO Box 935955
Atlanta , GA 31193-5955

scottmadden
MANAGEMENT CONSULTANTS

INVOICE

Page: 1

ScottMadden, Inc.
2626 Glenwood Ave
Suite 480
Raleigh, NC 27608-1367
Tax ID: [redacted]

Invoice Number: PS-INV107111
Invoice Date: 2/24/2025

American Electric Power
Tanner Wolffram
1 Riverside Plaza
Columbus, OH 43215
USA

P.O. Number: PO?

In Reference To: Professional services provided in January 2025 for project 100634-1043
AEP KY 2024 Lead Lag Study

	Date	Quantity	Rate	Total Price
Tim Lyons - Research, analysis, preparation of work product	01/03/25	1.5	475.00	712.50
Tim Lyons - Research, analysis, preparation of work product	01/07/25	1.5	475.00	712.50
Tim Lyons - Research, analysis, preparation of work product	01/09/25	1	475.00	475.00
Tim Lyons - Research, analysis, preparation of work product	01/10/25	1	475.00	475.00
Tim Lyons - Research, analysis, preparation of work product	01/12/25	0.5	475.00	237.50
Tim Lyons - Research, analysis, preparation of work product	01/22/25	0.5	475.00	237.50
Tim Lyons - Partner		**6**		**2,850.00**
Luis Betances - Research, analysis, and preparation of work product.	01/02/25	4	190.00	760.00
Luis Betances - Research, analysis, and preparation of work product.	01/03/25	4	190.00	760.00
Luis Betances - Research, analysis, and preparation of work product.	01/06/25	8	190.00	1,520.00
Luis Betances - Research, analysis, and preparation of work product.	01/08/25	8	190.00	1,520.00
Luis Betances - Research, analysis, and preparation of work product.	01/10/25	8	190.00	1,520.00
Luis Betances - Sr. Analyst		**32**		**6,080.00**

Total Fees:	**8,930.00**
Support Fee:	**0.00**
Total Expenses:	**0.00**
Tax:	**0.00**
Total USD:	**8,930.00**

By ACH (Preferred) or Bank Wire transfer as follows:

BANK INFORMATION

[redacted]
Transit# [redacted]
Account Name: [redacted]
Account# [redacted]

If by Check, Payable To:

ADDRESS

ScottMadden, Inc.
PO Box 935955
Atlanta , GA 31193-5955

scottmadden
MANAGEMENT CONSULTANTS

INVOICE

Page: 1

ScottMadden, Inc.
2626 Glenwood Ave
Suite 480
Raleigh, NC 27608-1367
Tax ID: [redacted]

Invoice Number: PS-INV107858
Invoice Date: 6/26/2025

American Electric Power
Tanner Wolffram
1 Riverside Plaza
Columbus, OH 43215
USA

In Reference To: Professional services provided in May 2025 for project 100634-1043
AEP KY 2024 Lead Lag Study

	Date	Quantity	Rate	Total Price
Tim Lyons - Research, analysis, preparation of work product	05/13/25	0.5	475.00	237.50
Tim Lyons - Partner		**0.5**		**237.50**
Luis Betances - Research, analysis, and preparation of work product.	05/16/25	6	190.00	1,140.00
Luis Betances - Research, analysis, and preparation of work product.	05/19/25	4	190.00	760.00
Luis Betances - Research, analysis, and preparation of work product.	05/20/25	4	190.00	760.00
Luis Betances - Research, analysis, and preparation of work product.	05/21/25	4	190.00	760.00
Luis Betances - Research, analysis, and preparation of work product.	05/22/25	4	190.00	760.00
Luis Betances - Research, analysis, and preparation of work product.	05/23/25	4	190.00	760.00
Luis Betances - Research, analysis, and preparation of work product.	05/27/25	4	190.00	760.00
Luis Betances - Research, analysis, and preparation of work product.	05/28/25	4	190.00	760.00
Luis Betances - Research, analysis, and preparation of work product.	05/29/25	4	190.00	760.00
Luis Betances - Research, analysis, and preparation of work product.	05/30/25	4	190.00	760.00
Luis Betances - Sr. Analyst		**42**		**7,980.00**

Total Fees:	**8,217.50**
Support Fee:	**0.00**
Total Expenses:	**0.00**
Tax:	**0.00**
Total USD:	**8,217.50**

By ACH (Preferred) or Bank Wire transfer as follows:

BANK INFORMATION
[redacted]
Transit# [redacted]
Account Name: [redacted]
Account# [redacted]

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PO Box 935955
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Page: 1

ScottMadden, Inc.
2626 Glenwood Ave
Suite 480
Raleigh, NC 27608-1367
Tax ID: [redacted]

Invoice Number: PS-INV108041
Invoice Date: 7/24/2025

American Electric Power
Tanner Wolffram
1 Riverside Plaza
Columbus, OH 43215
USA

In Reference To: Professional services provided in June 2025 for project 100634-1043
AEP KY 2024 Lead Lag Study

	Date	Quantity	Rate	Total Price
Tim Lyons - Research, analysis, preparation of work product	06/02/25	1	475.00	475.00
Tim Lyons - Research, analysis, preparation of work product	06/19/25	2	475.00	950.00
Tim Lyons - Research, analysis, preparation of work product	06/20/25	6.5	475.00	3,087.50
Tim Lyons - Research, analysis, preparation of work product	06/27/25	1	475.00	475.00
Tim Lyons - Partner		**10.5**		**4,987.50**
Luis Betances - Research, analysis, and preparation of work product.	06/03/25	4	190.00	760.00
Luis Betances - Research, analysis, and preparation of work product.	06/04/25	4	190.00	760.00
Luis Betances - Research, analysis, and preparation of work product.	06/11/25	4	190.00	760.00
Luis Betances - Research, analysis, and preparation of work product.	06/12/25	4	190.00	760.00
Luis Betances - Research, analysis, and preparation of work product.	06/13/25	4	190.00	760.00
Luis Betances - Research, analysis, and preparation of work product.	06/20/25	4	190.00	760.00
Luis Betances - Sr. Analyst		**24**		**4,560.00**

Total Fees:	**9,547.50**
Support Fee:	**0.00**
Total Expenses:	**0.00**
Tax:	**0.00**
Total USD:	**9,547.50**

By ACH (Preferred) or Bank Wire transfer as follows:

BANK INFORMATION
[redacted]
Transit# [redacted]
Account Name: [redacted]
Account# [redacted]

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PO Box 935955
Atlanta , GA 31193-5955

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INVOICE

Page: 1

ScottMadden, Inc.
2626 Glenwood Ave
Suite 480
Raleigh, NC 27608-1367
Tax ID: [redacted]

Invoice Number: PS-INV108335
Invoice Date: 8/25/2025

American Electric Power
Tanner Wolffram
1 Riverside Plaza
Columbus, OH 43215
USA

In Reference To: Professional services provided in July 2025 for project 100634-1043
AEP KY 2024 Lead Lag Study

	Date	Quantity	Rate	Total Price
Tim Lyons - Research, analysis, preparation of work product	07/14/25	1.5	475.00	712.50
Tim Lyons - Research, analysis, preparation of work product	07/15/25	0.5	475.00	237.50
Tim Lyons - Research, analysis, preparation of work product	07/16/25	1	475.00	475.00
Tim Lyons - Research, analysis, preparation of work product	07/17/25	0.5	475.00	237.50
Tim Lyons - Research, analysis, preparation of work product	07/27/25	2	475.00	950.00
Tim Lyons - Research, analysis, preparation of work product	07/28/25	1	475.00	475.00
Tim Lyons - Research, analysis, preparation of work product	07/31/25	1	475.00	475.00
Tim Lyons - Partner		**7.5**		**3,562.50**
Luis Betances - Research, analysis, and preparation of work product.	07/25/25	1	190.00	190.00
Luis Betances - Sr. Analyst		**1**		**190.00**

Total Fees:	**3,752.50**
Support Fee:	**0.00**
Total Expenses:	**0.00**
Tax:	**0.00**
Total USD:	**3,752.50**

By ACH (Preferred) or Bank Wire transfer as follows:

BANK INFORMATION

[redacted]
Transit# [redacted]
Account Name: [redacted]
Account# [redacted]

If by Check, Payable To:

ADDRESS

ScottMadden, Inc.
PO Box 935955
Atlanta , GA 31193-5955

FINANCIAL CONCEPTS AND APPLICATIONS, INC.
3907 RED RIVER
AUSTIN, TEXAS 78751

(512) 458-4644 (O)
(512) 217-2701 (C)

BHFairchild@gmail.com

January 31, 2025

Mr. Brian R. Kupp
Regulatory Case Manager
American Electric Power Company
One Riverside Plaza
Columbus, Ohio 43215

DUE ON RECEIPT

BKRUPP@AEP.COM

Reference No.: 01988 -21
Taxpayer ID No.: [redacted]

Consulting Services: Research, Analysis, and Testimony Preparation in Connection with Rate of Return on Equity for Kentucky Power Company before the Kentucky Public Service Commission.

For the Period:
Through January 31, 2025

Professional Time:					
Adrien M. McKenzie					
	4.0 hours	@	$ 450	$	1,800
Brent L. Heidebrecht					
	6.0 hours	@	$ 300		1,800
John S. Thompson					
	14.5 hours	@	$ 300		4,350
Total				**$**	**7,950**

FINANCIAL CONCEPTS AND APPLICATIONS, INC.
3907 RED RIVER
AUSTIN, TEXAS 78751

(512) 458-4644 (O)
(512) 217-2701 (C)

BHFairchild@gmail.com

May 31, 2025

Jennifer L. Parrish
Regulatory Case Manager
American Electric Power Company
One Riverside Plaza
Columbus, Ohio 43215

jlparrish@AEP.COM

DUE ON RECEIPT

Reference No.: 01988 -22
Taxpayer ID No.: [redacted]

Consulting Services: Research, Analysis, and Testimony Preparation in Connection with Rate of Return on Equity for Kentucky Power Company before the Kentucky Public Service Commission.

For the Period:
February 1 through May 31, 2025

Professional Time:					
Adrien M. McKenzie					
	4.5 hours	@	$ 450	$	2,025
Brent L. Heidebrecht					
	4.0 hours	@	$ 300		1,200
John S. Thompson					
	8.0 hours	@	$ 300		2,400
Total				**$**	**5,625**

Bruce H. Fairchild

FINANCIAL CONCEPTS AND APPLICATIONS, INC.
3907 RED RIVER
AUSTIN, TEXAS 78751

(512) 458-4644 (O)
(512) 217-2701 (C)

BHFairchild@gmail.com

June 30, 2025

Jennifer L. Parrish
Regulatory Case Manager
American Electric Power Company
One Riverside Plaza
Columbus, Ohio 43215

jlparrish@aep.com

DUE ON RECEIPT

Reference No.: 01988 -23
Taxpayer ID No.: [redacted]

Consulting Services: Research, Analysis, and Testimony Preparation in Connection with Rate of Return on Equity for Kentucky Power Company before the Kentucky Public Service Commission.

For the Period:
June 1 through June 30, 2025

Professional Time:	Adrien M. McKenzie			
	10.0 hours	@ $	450	$ 4,500
	Brent L. Heidebrecht			
	8.0 hours	@ $	300	2,400
Total				**$ 6,900**

Bruce H. Fairchild

FINANCIAL CONCEPTS AND APPLICATIONS, INC.
3907 RED RIVER
AUSTIN, TEXAS 78751

(512) 458-4644 (O)
(512) 217-2701 (C)

BHFairchild@gmail.com

July 31, 2025

Ms. Jennifer L. Parish
Regulatory Case Manager
American Electric Power Company
One Riverside Plaza
Columbus, Ohio 43215

JLPARISH@AEP.COM

DUE ON RECEIPT

Reference No.: 01988 -24
Taxpayer ID No.: [redacted]

Consulting Services: Research, Analysis, and Testimony Preparation in Connection with Rate of Return on Equity for Kentucky Power Company before the Kentucky Public Service Commission.

For the Period:
July 1 through July 31, 2025

Professional Time:	Adrien M. McKenzie			
	4.5 hours	@ $	450	$ 2,025
	John S. Thompson			
	5.5 hours	@ $	300	1,650
Total				**$ 3,675**

Bruce H. Fairchild

From: Amazon.com <auto-confirm@amazon.com>
Sent: Tuesday, August 26, 2025 9:40 AM
To: Jennifer A Young
Subject: [EXTERNAL] Your Amazon.com order of "2" x Cardinal Economy 3-Ring....

This Message Is From an EXTERNAL Sender

This is an **EXTERNAL** email. **STOP. THINK** before you click links or open attachments. If suspicious, please click the '**Report to Incidents**' button. No button, forward to incidents@aep.com.

amazon business

Hello JENNIFER YOUNG,

Thank you for shopping with us. We'll send a confirmation once your items have shipped. Your order details are indicated below. The payment details of your transaction can be found on the order invoice. If you would like to view the status of your order or make any changes to it, please visit Your Orders on Amazon.com.

This order is placed on behalf of American Electric Power.

Order Confirmation

Your guaranteed delivery date is:
tomorrow, August 27

Your order will be sent to:
JENNIFER YOUNG
ASHLAND, KY
United States

Your shipping speed:
prime **FREE Prime Delivery**

Order #
113-7692870-7123415

View or manage order

Cardinal Economy 3-Ring Binders, 4",...
Office Product
Sold by Amazon.com Services, Inc
Condition: New
Qty : 2
$44.62

Order Total: **$94.60**

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Products related to your purchase

XUCHUN 3 Ring Binders 1 Inch,Clear...
★★★★½ 2,612
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Save 12% on 10+ units
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Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_15 Provide the following information regarding uncollectible accounts for the three most recent calendar years for electric operations:
a. Reserve account balance at the beginning of the year;
b. Charges to the reserve account (accounts charged off);
c. Credits to reserve account;
d. Current year provision;
e. Reserve account balance at the end of the year; and
f. Percent of provision to total revenue.

RESPONSE

Please see KPCO_R_KPSC_1_15_Attachment1 for the requested information.

Witness: Brian C. Ciborek

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_16 Provide the amount of excess deferred federal income taxes resulting from the reductions in the corporate tax rate in 1986 and 2018, as of the end of the most recent calendar year. Show the amounts associated with each reduction separately.

RESPONSE

For the amount of excess deferred federal income taxes resulting from the reductions in the corporate tax rate, please refer to KPCO_R_KPSC_1_16_Attachment1. The Company has not maintained records to provide a breakout of the balance by individual tax rate reduction.

Witness: David A. Hodgson

DATA REQUEST

KPSC 1_17 Provide the following tax data for the most recent calendar year:

a. Income taxes:

(1) Federal operating income taxes deferred – accelerated tax depreciation.

(2) Federal operating income taxes deferred – other (explain).

(3) Federal income taxes – operating.

(4) Income credits resulting from prior deferrals of federal income taxes.

(5) Investment tax credit net.

(a) Investment credit realized.

(b) Investment credit amortized – Revenue Act of 1971.

(6) The information in Item 17(a)(1–4) for state income taxes.

(7) A reconciliation of book to federal taxable income as shown in Schedule D1 and a calculation of the book federal income tax expense for the base period using book taxable income as the starting point.

(8) A reconciliation of book to state taxable income as shown in Schedule D2 and a calculation of the book state income tax expense for the base period using book taxable income as the starting point.

b. An analysis of Kentucky Other Operating Taxes as shown in Schedule D3.

RESPONSE

a. (1) Please refer to KPCO_R_KPSC_1_17_Attachment1, tab DIT Schedule for the requested 2024 calendar year information.

a. (2) Please refer to KPCO_R_KPSC_1_17_Attachment1, tab DIT Schedule for the requested 2024 calendar year information.

a. (3) Please refer to KPCO_R_KPSC_1_17_Attachment1, tab CFIT Schedule for the requested 2024 calendar year information.

a. (4) Please refer to KPCO_R_KPSC_1_17_Attachment1, tab DIT Schedule for the requested 2024 calendar year information.

a. (5) (a) No investment tax credits were realized during the 2024 calendar year.
a. (5) (b) No investment tax credits amortized during the 2024 calendar year.
a. (6) Please refer to KPCO_R_KPSC_1_17_Attachment1, tab DIT Schedule and tab SIT Schedule for the requested 2024 calendar year information of current and deferred income taxes. The Company did not realize or amortize any state investment tax credits during the year.
a. (7) Please refer to KPCO_R_KPSC_1_17_Attachment1, tab CFIT Schedule and tab SIT Schedule for the requested 2024 calendar year information.
a. (8) Please refer to KPCO_R_KPSC_1_17_Attachment1, tab Schedule M-2 for the requested 2024 calendar year information.

b. Please refer to KPCO_R_KPSC_1_17_Attachment2 for the requested 2024 calendar year information.

Witness: David A. Hodgson

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_18 Provide a copy of federal and state income tax returns for the most recent tax year, including supporting schedules.

RESPONSE

Please refer to KPCO_R_KPSC_1_18_ConfidentialAttachment1 for the most recently filed federal tax return and KPCO_R_KPSC_1_18_ConfidentialAttachment2 for the most recently filed Kentucky State tax return.

Witness: David A. Hodgson

KPCO_R_KPSC_1_18_ConfidentialAttachment1 has been redacted in its entirety.

KPCO_R_KPSC_1_18_ConfidentialAttachment2 has been redacted in its entirety.

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_19 Provide a schedule of franchise fees paid to cities, towns, or municipalities, including the basis of these fees.

RESPONSE

Please refer to KPCO_R_KPSC_1_19_Attachment1 for the requested schedule for the test year period.

Witness: David A. Hodgson

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_20 Provide the journal entries relating to the purchase of utility plant acquired as an operating unit or system by purchase, merger, consolidation, liquidation, or otherwise currently included in rate base. Also, provide a schedule showing the calculation of the acquisition adjustment at the date of purchase for each item of utility plant, the amortization period, and the unamortized balance at the beginning of the base period.

RESPONSE

Based on clarification from Commission Staff on August 15, 2025, the Company understands this question to be seeking the requested information as it pertains to the Company's test year (12 months ended May 2025).

Please see KPCO_R_KPSC_1_20_Attachment1 for the journal entries related to the transfer of a 50% undivided interest in the Mitchell Plant to Kentucky Power on December 31, 2013.

Witness: Brian C. Ciborek

Kentucky Power Company
Final Accounting Entries
As of February 28, 2017

Entry 1: To record the receipt of AGR's contribution of its 50% undivided interest in the assets and related liabilities of Mitchell Units 1&2 to Newco Kentucky Inc. (subsequently merged with and into KPCo), in accordance with CFR 18 Part 101, Electric Plant Instructions 5.A.

(in whole dollars)

Account	Account Description	Debit	Credit
102	Electric Plant Purchased or Sold	682,307,653	
124	Other Investments	2,633,823	
129	Special Funds	12,742,889	
151	Fuel Stock	32,979,440	
152	Fuel Stock Expenses Undistributed	1,040,933	
154	Plant Materials and Operating Supplies	10,532,759	
158.1	Allowances	3,158,670	
182.3	Regulatory Assets	33,362,092	
183	Preliminary Survey & Investigation Charges	1,587,320	
186	Miscellaneous Deferred Debits	4,474,549	
190	Accumulated Deferred Income Tax	21,825,285	
208	Donations Received from Stockholders		375,898,268
219	Accumulated Other Comprehensive Income	5,220,772	
224	Other Long-term Debt		200,000,000
228.2	Accumulated Provision for Injuries and Damages		10,240
228.3	Accum. Provision for Pension and Benefits		882,414
230	Asset Retirement Obligations		16,421,465
236	Taxes Accrued		4,175,000
237	Interest Accrued		59,375
242	Miscellaneous Current and Accrued Liabilities		1,104,515
253	Other Deferred Credits		355,702
281	Accum. Deferred Income Taxes-Accelerated Amort Property		61,534,011
282	Accum. Deferred Income Taxes-Other Property		93,123,611
283	Accum. Deferred Income Taxes-Other		58,301,584
	Total	811,866,185	811,866,185

Entry 2: To clear the balance in Account 102 to the appropriate electric plant accounts, in accordance with CFR 18 Part 101, Electric Plant instructions 5.B.

(in whole dollars)

Account	Account Description	Debit	Credit
101	Electric Plant in Service	917,141,782	
107	Construction Work in Progress	75,252,819	
102	Electric Plant Purchased or Sold		682,307,653
108	Accum Provision for Depreciation of Plant		310,086,948
	Total	992,394,601	992,394,601

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_21 Provide Kentucky Power's rate base, capital structure, and statement of income for the most recent 12 months preceding the base period and for the base period. Provide a reconciliation with detailed explanations.

RESPONSE

Based on clarification from Commission Staff on August 15, 2025, the Company understands this question to be seeking the requested information as it pertains to the Company's test year (12 months ended May 2025).

Please see KPCO_R_KPSC_1_21_Attachment1 for the statement of income for the 12 months preceding the Company's historical test period and the historical test year period.

Please see KPCO_R_KPSC_1_21_Attachment2 for the capital structure for the 12 months preceding the Company's historical test period and the historical test year period.

The Company's current rate base and capital structure is included in Section V, Exhibit 1 of the Company's Application. The Company has not prepared rate base for the 12 months preceding the test year, however, the Commission previously approved Kentucky Power's rate base in the amount of $1.617 billion in Case No. 2023-00159.

Witness: Jeffrey D. Newcomb

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_22 Provide the capital structure at the end of the five most recent calendar years and each of the other periods shown in Schedule E1 and Schedule E2.

RESPONSE

KPCO_R_KPSC_1_22_Attachment1 for the requested information.

Witness: Franz D. Messner

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_23 Provide the following:
a.: A list of all outstanding issues of long-term debt as of the end of the latest calendar year together with the related information as shown in Schedule F1.
b.: An analysis of short-term debt as shown in Schedule F2 as of the end of the latest calendar year.

RESPONSE

KPCO_R_KPSC_1_22_Attachment1 for the requested information.

Witness: Franz D. Messner

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_24 Provide a reconciliation and detailed explanation of each difference, if any, in Kentucky Power's capitalization and net investment rate base for the base period and forecast period.

RESPONSE

Based on clarification from Commission Staff on August 15, 2025, the Company understands this question to be seeking the requested information as it pertains to the Company's test year (12 months ended May 2025).

Please see KPCO_R_KPSC_1_24_Attachment1 for a full reconciliation of Kentucky Power's capitalization and rate base.

Witness: Jaclyn N. Cost

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_25 Provide the information shown in Schedule G for each construction project in progress, or planned to be in progress, during the 12 months preceding the base period, the base period, and the forecasted test period.

RESPONSE

Based on clarification from Commission Staff on August 15, 2025, the Company understands this question to be seeking the requested information as it pertains to the Company's test year (12 months ended May 2025).

Please refer to KPCO_R_KPSC_1_25_Attachment1 for the requested information.

Witness: Michele Ross

Witness: Robert A. Jessee

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_26 Provide, in the format provided in Schedule H, an analysis of Kentucky Power's Construction Work in Progress (CWIP) as defined in the Uniform System of Accounts for each project identified in Schedule G.

RESPONSE

Please refer to KPCO_R_KPSC_1_26_Attachment1 for the requested information.

Witness: Michele Ross

Witness: Robert A. Jessee

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_27 Concerning Kentucky Power's construction projects:
a. For each project started during the last five calendar years, provide the information requested in the format contained in Schedule I1. For each project, include the amount of any cost variance and delay encountered, and explain in detail the reasons for such variances and delays.
b. Using the data included in Schedule I1, calculate the annual "Slippage Factor" associated with those construction projects. The Slippage Factor should be calculated as shown in Schedule I2.
c. In determining the capital additions reflected in the base period and forecasted test period, explain whether Kentucky Power recognized a Slippage Factor.

RESPONSE

a. Refer to the Schedule C1 tab of KPCO_R_KPSC_1_27_Attachment1 for the requested information.

b. Refer to the Schedule C2 tab of KPCO_R_KPSC_1_27_Attachment1 for the requested information.

c. Based on clarification from Commission Staff on August 15, 2025, the Company understands this question to be seeking the requested information as it pertains to the Company's test year (12 months ended May 2025). Please refer to KPSC 1-24 for the Company's reconciliation of capitalization to net investment rate base for the historical test year. CWIP per books as of the end of the historical test year is reflected in the Company's jurisdictional capitalization. A Slippage Factor was not applied because budgeted CWIP is not used in the determination of rate base.

Witness: Michele Ross

Witness: Robert A. Jessee

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_28 Describe in detail how the base period capitalization rate was determined. If different rates were used for specific expenses (i.e., payroll, clearing accounts, depreciation, etc.), indicate the rate and how it was determined. Indicate all proposed changes to the capitalization rate and how the changes were determined.

RESPONSE

The Company's capitalization and associated proforma adjustments to capitalization are included in Section V, Schedule 2P1 of the Company's Application.

Witness: Franz D. Messner

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_29 Provide a calculation of the rate or rates used to capitalize interest during construction for the three most recent calendar years. Explain each component entering into the calculation of the rate(s).

RESPONSE

Please see KPCO_R_KPSC_1_29_Attachment1 for the requested information.

Witness: Brian C. Ciborek

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_30 State whether any changes have been made to Kentucky Power's internal accounting manuals, directives, and policies and procedures since Kentucky Power's most recent rate case. If so, provide each item that was changed and identify the changes.

RESPONSE

See Kentucky Power Application Section II, Volume 1, Exhibit Q, Pages 73-81 for a description of the Company's Organization and Summary of Significant Accounting Policies included in Kentucky Power's most recent, externally published, Annual Report. Changes since the most recent rate case includes:

- Removal of Rockport Unit Power Agreement that ended in May 2023;
- Removal of AEP System Tax Allocation;
- Removal of Allowance for Uncollectible Accounts upon restarting the factoring agreement with AEP Credit;
- Updates to Concentration of Credit Risk and Significant Customers;
- Update to Gross versus Net Presentation of Certain Electricity Supply and Delivery Activities under Revenue Recognition;
- Update to Income Taxes;
- Update to Benefit Plans allocation %'s and concentration limits;
- Updates to Supplementary Income Statement Information $'s; and
- Updates related to the Termination of the Planned Disposition of Kentucky Power.

See KPCO_R_KPSC_1_30_ConfidentialAttachment1 for Kentucky Power's internal accounting policies and procedures that have changed or been added since most recent case. Changes within the file have been highlighted blue.

Witness: Brian C. Ciborek

KPCO_R_KPSC_1_30_ConfidentialAttachment1 has been redacted in its entirety.

DATA REQUEST

KPSC 1_31 Provide Kentucky Power's long-term construction planning program.

RESPONSE

Distribution Planning:

Kentucky Power Company's approach to long term construction planning is realized through an annual process that identifies where system improvements are necessary in order to maintain reliable electric service to our customers. The process ensures that system capacity and reliability improvements are reviewed regularly through a comprehensive analysis of comparing existing and anticipated customer loading as compared to existing system equipment capabilities and by also reviewing system historical reliability performance. This analysis and review leads to the identification of system improvement opportunities that are vetted out through various stakeholder groups and are proposed for funding consideration.

Transmission Planning:

Planning and operation of the system is integrated through the coordinated efforts of the AEP's Grid Solutions and Energy Delivery sections of AEPSC, and PJM. AEP works closely with neighboring utilities, other interconnected entities, and PJM to plan and operate the transmission grid. RTOs align the transmission planning and operating requirements set out in each RTO's protocols and operating criteria, as further defined through North American Electric Reliability Corporation requirements.

The PJM RTEP process is a 24-month planning process that identifies reliability issues over a 15-year horizon. The 24-month planning process consists of overlapping 18-month planning cycles to identify and develop shorter lead-time transmission upgrades and one 24-month planning cycle to provide sufficient time for the identification and development of longer lead-time transmission upgrades that may be required to satisfy planning criteria.

Generation Planning:

Within Kentucky Power's generation fleet, the Company identifies and prioritizes expenditures that are recognized through resource planning, environmental compliance planning, and capital and maintenance planning processes. Kentucky Power utilizes an

Integrated Resource Planning (IRP) process to identify new resources required to meet projected customer needs over the next 15 years. The IRP is updated on a 3-year basis.

Environmental planning considers project development and implementation based on existing and expected state and federal environmental requirements. Capital and maintenance planning is performed on an annual basis for each site to sustain a 10-year look ahead. Every year Kentucky Power Leadership utilizes the information from these three planning processes to develop an overall 10-year plan.

Witness: Michele Ross

Witness: Robert A. Jessee

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_32 Provide a copy of Kentucky Power's most recent depreciation study. If no such study exists, provide a copy of Kentucky Power's most recent depreciation schedule. The schedule should include a list of all facilities by account number, service life and accrual rate for each plant item, the methodology that supports the schedule, and the date the schedule was last updated.

RESPONSE

A summary of the Company's most recent depreciation study, along with a copy of the study itself, is contained in the testimony and exhibits of Company Witness Spanos.

Current Mitchell depreciation rates were approved to be updated as part of a settlement in Case No. 2017-00179. Company Witness Spanos' testimony and exhibits include new depreciation rates for Mitchell; however, as explained in the Direct Testimony of Company Witness Wolffram, the Company is not proposing to update its depreciation rates for Mitchell in this case.

Witness: Tanner S. Wolffram

DATA REQUEST

KPSC 1_33 For each of the following Accounting Standards Codification (ASC), provide the information listed concerning implementation by Kentucky Power.

a. ASC 410-20, "Asset Retirement Obligations."

(1) The effect on the financial statements.

(2) Whether the base period or forecasted test period includes any impact of the implementation. If so, provide a detailed description of the impact.

b. A schedule comparing the depreciation rates utilized by Kentucky Power prior to and after the adoption of ASC 410-20. The schedule should identify the assets corresponding to the affected depreciation rates.

c. ASC 715-20, "Defined Benefit Plans - General."

(1) The effect on the financial statements.

(2) Whether the test period includes any impact of the implementation. If so, provide a detailed description of the impact.

RESPONSE

Based on clarification from Commission Staff on August 15, 2025, the Company understands this question to be seeking the requested information as it pertains to the Company's test year (12 months ended May 2025).

a.) 1. The accounting guidance, which is now known as ASC 410, Asset Retirement and Environmental Obligations, became effective in 2003 and 2005. ASC 410 requires that the fair value of a liability for a legal asset retirement obligation (legal ARO) associated with the retirement of a long-lived asset be recognized in the period in which it is incurred. Upon initial recognition of a liability for an ARO, the Company capitalizes an asset retirement cost (ARO asset) in the same amount as the ARO liability. The ARO asset is recorded to Account 1010001 and the ARO liability is recorded to account 2300001 or 2310002 on the Company's balance sheet. The ARO asset is allocated to expense over the useful life of the underlying long-lived asset via depreciation. The present value of the ARO liability increases due to the passage of time and this change is recognized by increasing the carrying amount of the ARO liability and by recording an equal amount of "accretion" expense on the income statement. The Company records monthly depreciation

expense in Account 4031001 and accretion expense on its income statement in Account 4111005.

a.) 2. The current test year period includes a level of accretion and depreciation expense related to each ARO to be recovered in the Company's cost of service as reflected on Section V, Exhibit 2, W38 & W39. The ARO asset and ARO liability is removed from rate base for the purposes of developing rates.

b.) As previously mentioned, ASC 410 became effective in 2003 and 2005. The Company has filed a number of base cases since the implementation of ASC 410 and a schedule comparing the depreciation rates utilized by Kentucky Power prior to and after the adoption of ASC 410 does not exist. The Company currently uses an end-of-life depreciation calculation based on the useful life of the asset to determine the amount of depreciation expense recorded each month.

c.) 1. The accounting guidance prescribed by ASC 715-20 has an effect on Kentucky Power's financial statements. However, Kentucky Power did not implement the guidance prescribed by ASC 715-20 at a single point in time.

Kentucky Power adopted SFAS 158, *Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans*, as of December 31, 2006 and ASU 2017-07 – *Compensation – Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost,* as of January 1, 2018.

c.) 2. See Kentucky Power Application Section II, Volume 1, Exhibit Q, Pages 89-97 for a description of the impact to Kentucky Power's financial statement. The Company has filed base cases since the implementation of ASC 715-20. The application and impact of ASC 715-20 has been presented consistently throughout these base case filings. The test year cost of service in this filing includes the current level of benefit expense for Kentucky Power employees.

Witness: Brian C. Ciborek

DATA REQUEST

KPSC 1_34 Provide a complete description of Kentucky Power's Other Post-Employment Benefits package(s) provided to its employees.

RESPONSE

Please see KPCO_R_KPSC_1_34_Attachment1 for descriptions of the ERISA qualified employment benefits.

In addition, the Company provides the following unfunded, ERISA non-qualified benefits for employees whose eligible compensation exceeds IRS eligible compensation limits for ERISA qualified plans.

The AEP Supplemental Benefit Plan is an unfunded, non-qualified defined benefit pension plan. It generally provides eligible participants with benefits that are in excess of those provided under the AEP Retirement Plan as determined upon the participant's termination of employment. These excess benefits are calculated under the terms of the AEP Retirement Plan with the following modifications: (i) annual incentive pay was taken into account for purposes of the frozen final average pay formula; and (ii) the limitations imposed by the Internal Revenue Code on annual compensation and annual benefits are disregarded. Participation begins after one year of service and participants do not become vested in their AEP Supplemental Plan benefit until they become vested in their AEP Retirement Plan benefit or upon a change in control.

AEP also provides non-qualified deferred compensation plans that allow eligible employees to defer receipt of a portion of their base salary, annual incentive compensation and performance share awards. These plans are unfunded. Participants have an unsecured contractual commitment from the Company to pay the amounts due under these plans from the general assets of the Company. AEP maintains the following non-qualified deferred compensation plans for eligible employees:

- The American Electric Power System Supplemental Retirement Savings Plan (SRSP);
- The American Electric Power System Incentive Compensation Deferral Plan (ICDP); and
- The American Electric Power System Stock Ownership Requirement Plan (SORP).

The SRSP plan allows eligible participants to save on a pre-tax basis and to continue to receive Company matching contributions beyond the limits imposed by the Internal Revenue Code on qualified plans of this type. Participants can defer up to 50 percent of their base salary and annual incentive award in excess of the IRS eligible compensation limit for qualified plans, which is $350,000 for 2025. The Company matches 100 percent of the participant's contributions up to 1 percent of eligible compensation and 70 percent of the participant's contributions from the next 5 percent of eligible compensation for a total Company match of up to 4.5% of eligible compensation. Participants may not withdraw any amount credited to their account until their termination of employment with AEP. Participants may elect a distribution of their account as a lump-sum or annual installment payments over a period of up to 10 years. Participants may delay the commencement of distributions for up to five years from the date of their termination of employment. Participants may direct the investment of their plan account among the core investment options that are available to all employees in AEP's qualified Retirement Savings Plan and one additional option that provides interest at a rate reset effective each January 1 at 120 percent of the applicable federal long-term rate with monthly compounding for the immediately preceding December. There are not any above-market or preferential earnings with respect to the Supplemental Retirement Savings Plan's investment options.

The ICDP plan allows eligible employees to defer payment of up to 80 percent of vested performance shares. AEP does not offer any matching contributions under this plan. Vested performance shares that are deferred into this plan are tracked as phantom stock units and credited with dividend equivalent stock units for an additional six months following the vested date. After this 6-month period, the stock unit value balances are credited to the AEP Stock Fund. Once balances are transferred to the AEP Stock Fund, participants may direct the investment of this balance among the core investment options that are available to all employees in AEP's ERISA qualified Retirement Savings Plan. There are not any above-market or preferential earnings with respect to the Incentive Compensation Deferral Plan. Participants may not withdraw any amount credited to their account until their termination of employment with AEP other than participants who have a pre-2005 account balance. Participants may elect among the same payment options for the distributions of their account value as described above for the SRSP.

The SORP plan assists executives in achieving their minimum stock ownership requirements. It does this primarily by tracking the executive's AEP Career Shares, which are a form of deferred compensation that are unfunded and unsecured general obligations of AEP. The rate of return on AEP Career Shares is equivalent to the total return on AEP stock with dividends reinvested. Participants may not withdraw any amount credited to their account until 6 months after their termination of employment with AEP. Participants may elect among the same payment options for the distribution of their AEP Career Shares as described above for the Supplemental Retirement Savings Plan. AEP Career Shares are distributed in AEP common shares.

Witness: Andrew R. Carlin

Welcome to Retirement

Your hard-earned retirement is here. Retirement can be one of the most fulfilling and rewarding chapters of your life—especially if you're prepared for it. As you leave AEP, you'll have many important decisions to make about your health and retirement benefits. This guide will help you prepare for retirement and learn about your AEP retiree benefits.

Need Assistance?

You can speak with an **AEP Retiree Counselor** by calling **1-888-237-2363 (Option 1 or 2)** Monday through Friday from 8:00 a.m to 8:00 p.m. EST. AEP Retiree Counselors can help walk you through the retirement process, answer many of your questions about retirement benefits, and help you with site navigation, support, and password resets.

This guide covers the benefits of retirees who are age 55 or older and who have ten or more years of credited service with AEP as of their last day of employment. If you are under age 55 with ten years of credited service as of your last day of employment, please refer to the guide "**Leaving AEP: A Guide for Ending Employment**." If you were a part-time employee, please note that the following Plans or programs referenced in this guide are not applicable: Life Insurance, Dependent Life Insurance, Accidental Death & Dismemberment (AD&D) Insurance, the Long-term Disability (LTD) Plan, personal days off, educational assistance, adoption assistance, the educational awards program, and SIRVA Mortgage Services.

This guide is not intended to be a Plan document, Summary Plan Description, or required notice with respect to any of the Plans mentioned. AEP reserves the right to modify, amend, suspend, or terminate the Plans at any time. Refer to the applicable Plan document if you have any questions relating to a specific Plan or benefit.

Table of Contents

Retirement Steps Checklist 3

Health and Welfare Benefits

- Medical and Prescription Drugs 5
- Dental and Vision 8
- Spending and Savings Accounts 10
- Wealth 11
- Security Benefits 14
- Additional Protection 15

Work/Life 16

Time Away 17

Final Payments and Miscellaneous 18

Contacts 20

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Retirement Steps Checklist

Use the following checklists to help you stay organized and take the necessary steps before/after you retire from AEP.

Thinking About Retirement

Discuss Your Retirement Date With Your Manager

- Discuss any retirement plans with your manager, including your last day and any vacation or personal days off you intend to take before the end of your employment.
- Your manager must submit your termination transaction in Workday. It's important that the date that you and your manager discuss together is the date that your manager enters as your termination date. This date must also align with any dates you are providing regarding any pension estimate or kit requests.

Contact The AEP Benefits Center

The best time to contact the AEP Benefits Center is 60 to 90 days before your anticipated retirement date. Discuss your plans for retiring and benefit options with an AEP Retiree Counselor by calling **1-888-237-2363 (Option 1 or 2)** Monday-Friday, 8:00 a.m. – 8:00 p.m. EST.

Confirm Your Personal Contact Information

Verify your address, email and phone number before and after your employment with AEP ends. While you are still employed with AEP, check Workday to ensure all of your information is up to date as this is the contact information that AEP will use for emails, phone calls, or information mailed to you before your last day of employment. After your last day with AEP, you should make any updates to your personal information at **aepbenefits.com** or by calling the **AEP Benefits Center** at **1-888-237-2363 (Option 1 or 2)**.

Consider Ayco Financial Counseling

Ayco provides confidential financial counseling and retirement planning to AEP employees at no cost. You can contact an Ayco financial coach at 1-866-217-8693 Monday-Thursday, 9:00 a.m.-8:00 p.m. EST, and Friday, 9:00 a.m.-5:00 p.m. EST. You can also visit the digital platform to learn more at **ayco.com/login/aep**.

Health & Welfare Benefits

Determine Your Options

Discuss any Medical, Dental, Vision, and Life Insurance Plan options and associated costs with an AEP Retiree Counselor. Your active employee coverage ends on the last day of the month in which you end your employment with AEP. Your coverage as an AEP retiree begins the following day, assuming you meet all eligibility requirements.

You can use the Retiree Cost Modeler to estimate your retiree contribution rates based on projected retirement dates. Log in at **aepbenefits.com** and the modeler is available on the home page.

Enroll in Medicare Part B (if applicable)

If you or your spouse are eligible for Medicare at the time of your termination date, whether due to age or disability, you MUST contact Medicare to enroll into Medicare Parts A & B. If you don't do this prior to your retirement effective date, your Medical coverage through AEP will be impacted and potentially terminated. If possible, you should contact Medicare **at least 60 days** before your last day of employment to ensure timely enrollment in Part B.

Consider Your Health Savings Account (HSA)

If you contributed to an HSA or received employer-deposited HSA funds, contact **HealthEquity** to discuss your options. Refer to the **Health Savings Account** section for additional information.

Continue Voluntary Coverage

If you were enrolled as an active employee in any voluntary benefits such as **Life Insurance**, **Long-Term Care**, **Legal Plan**, **Auto/Home Insurance, or Pet Insurance**, decide if you want to continue coverage.

AEP Retirement Plan (Pension)

Estimate Your Pension Benefit

Consider your pension payment options and estimate your pension amount at any time using different retirement dates and assumptions. Follow these steps to calculate your pension amounts:

1. Log in to **aepbenefits.com**.
2. Click on the **AEP Pension Plan** link, then select **View Details and Run Estimates.**
3. Click the **Estimate Your Pension** link on the right-side of the page under **Take Action**.

Request Your Distribution Package

Once you've decided on your retirement date and, if applicable, your pension benefit commencement date, you must request a distribution package. This information will include all of your options under the AEP Retirement Plan based on your last day on the AEP payroll (whether you actually work that day or use vacation) and commencement date that you specify. You can request a distribution kit by following the same instructions you used to estimate your pension amount, except you will select **Get Started** under **Your Pension Benefit** instead of Estimate Your Pension. You should receive your kit in the mail in 7-10 business days.

Complete and Return Your Retirement Plan Forms

Once you select the option that best fits your financial needs, review the instructions about which forms you must complete and what documentation you must submit with your completed paperwork. You may also choose to defer your pension benefit to some later date (but not beyond age 72). If you wish to defer your benefits until a later date, no action is necessary. Once you are ready to begin your benefit, follow the steps to request a distribution package **at least 60 days** before you'd like to start receiving your benefit.

Update/Review Your Pension Beneficiary Information (if applicable)

If you are electing to defer your AEP Retirement Plan (Pension) benefit, it's important that you have a beneficiary on file. To review your pension beneficiary information, follow these steps:

1. Log in to **aepbenefits.com**.
2. Select the **AEP Pension Plan** link, then select **Manage Beneficiaries**.

Please note that if you are legally married, you must obtain spousal consent in order to name a beneficiary other than your spouse.

AEP Retirement Savings 401(k) Plan

Learn About Your Options

Visit **aep401k.com** or call **Empower** at **1-877-237-4015** to learn about your options for your 401(k) Plan account, including distributions, rollovers to IRAs, or repayment of any outstanding loans. Depending on your account balance, you may also choose to leave your Retirement Savings Plan account in place until a later date (though you must begin taking required minimum distributions beginning at age 72).

Update/Review Your 401(k) Beneficiary

Contact **Empower Retirement** at **1-877-237-4015** or visit **aep401k.com**.

Other Things to Consider

AEP Will Inform You About Applicable Vacation Payouts

You will not be paid out for any unused personal days. See the **Unused Time Off** section for additional information.

Finalize Accounts and Return Company Property

Be prepared to make arrangements to pay off any applicable pay advances, settle any expense accounts, and return company property.

Executive Benefit Plan Participants

If you participate in any Executive Benefit Plans, please direct your questions as follows:

- Supplemental Retirement Savings Plan and Incentive Compensation Deferral Plan: Visit **aep401k.com** or call **1-877-237-4015**.
- Long-Term Incentive Plan(s): Visit **netbenefits.fidelity.com** or call **1-800-544-9354**.
- Supplemental Excess Retirement Plan (SERP): Contact the **AEP Benefits Center** at **1-888-237-2363 (Option 1 or 2)** or visit **aepbenefits.com**. After logging in, click on the **AEP Pension Plan** link and then select **View Details** and **Run Estimates** under the **AEP Excess Plan (Non Qual Pension)**. From there, select **Estimate Your Pension**.

Medical and Prescription Drugs

Medical Coverage Eligibility

Who is Eligible?	Retiring Under Age 65	Retiring Age 65 or Older
You are eligible for Retiree Medical benefits if you are at least age 55 and have at least 10 years of service as of your termination date AND were hired or rehired prior to January 1, 2014. (Note there are some exceptions for rehired retirees who previously met the Retiree Medical eligibility requirements.)	Your election as an active employee will automatically carryover, covering the same eligible dependents. If you don't want AEP Retiree Medical coverage at retirement, you MUST take action to opt out. You may not change your Medical Plan due to retirement, but you may add or drop dependents from your coverage within 31 days of your retirement date. You may also drop Medical coverage at retirement and enroll at a later date, either during Annual Enrollment or within 31 days of a qualifying event.	If you are enrolled in an AEP Medical Plan as an active employee, you will be defaulted into the Aetna Medicare Standard Plan, covering the same eligible dependents, unless you select a different Plan or opt out. If you don't want AEP Retiree Medical coverage at retirement, you MUST take action to opt out. Enrollment in any AEP Retiree Medical Plan for participants age 65 or older requires enrollment in Medicare Parts A and B and no participation in any other Medicare Supplement Plan outside of AEP. This includes any over age 65 covered spouses and/or dependents as well.

Retiree Medical Contributions

AEP calculates your "points" by adding your age and years of service as of your employment termination date. There is no rounding or credit for partial age or years of service.

You can estimate your specific costs at retirement in several ways:

- Log in at **aepbenefits.com** and select the **Retiree Cost Modeler** from the **Home** page. The tool will provide rates based on the retirement date you provide using your specific age and years of service as of the termination date you provide. Please note that rates are subject to change annually.
- Speak to an **AEP Retiree Counselor**.

Under Age 65

Below details the benefit provisions that apply to AEP employees who retire before reaching age 65.

How Do I Elect Coverage?

If you were enrolled in AEP Medical coverage as an active employee and meet the eligibility requirements for retiree medical, you will be auto-enrolled in the same coverage upon your termination, covering the same eligible dependents. To review or change your Retiree Medical enrollment, contact the **AEP Benefits Center** after your employment termination date, or log in at **aepbenefits.com**. Please note that although you can add and/or remove dependents as part of your elections, **you CANNOT change Medical Plans**. You can only change Medical Plans during Annual Enrollment each year. If you don't want AEP Retiree Medical coverage, you MUST take action to opt out.

Tip

If you are under age 65 and your spouse is age 65 or older, and you are covering your spouse under an AEP Medical Plan, your spouse MUST elect Medicare Parts A and B, and Medicare will be primary for your spouse. Please see the **Medicare** section for additional details.

What If I Don't Elect Coverage?

If you choose to opt out of Retiree Medical coverage when you retire, your coverage, and any of your covered dependents' coverage will end at the end of the month in which your employment with AEP ends. You will have the opportunity to enroll in AEP Retiree Medical coverage during Annual Enrollment each year as well as within 31 days of a qualifying life event. Your spouse and/or dependent children cannot be enrolled in an AEP Medical Plan if you are not also enrolled.

When Does My Coverage Switch?

Active employee coverage ends on the last day of the month in which your employment with AEP ends. The Plan pays for eligible Medical and Prescription claims incurred through that date as long as those claims are filed within one year from the date of service. Your coverage as an AEP retiree begins the first of the month following your employment end date.

If you were not enrolled in benefits as an active employee, you may elect AEP Retiree Medical coverage at retirement for yourself and any eligible dependents, if elected within 31 days of your termination date.

New ID Cards

You will receive a new Anthem Medical Plan ID card a few weeks after your enrollment in an AEP Retiree Medical Plan. This will serve as your Medical and Prescription ID card.

Medical and Prescription Drugs

Age 65 or Over

Below details the benefit provisions that apply to AEP employees who retire who retire after reaching age 65.

How Do I Elect Coverage?

If you are age 65 or older when you retire and are enrolled in an AEP Medical Plan, you will default into the Aetna Group Medicare Standard Plan option covering the same eligible dependents that you did as an active employee. This election will remain in effect unless you elect the Aetna Group Medicare Select Plan option during enrollment or choose to waive Medical coverage. Please note that automatic enrollment into the Aetna Medicare Standard Plan assumes that you and your spouse, if age 65 or older, have enrolled into Medicare Parts A and B as of the first of the month following your last day of employment and you have not elected any other Medicare Supplement Plan.

Find Plan details at **aepbenefits.com**.

Tip

If you are age 65 or older, but your eligible dependent is under age 65, you both will be covered by an Aetna Medical Plan option; however, your under-age-65 dependent will have a different Plan design than you.

Take Action

You must contact the **AEP Benefits Center** to provide your Medicare Beneficiary Identifier (MBI) and that of your age-65-or-older spouse (if applicable). This information is required for your enrollment into the age-65-or-older Medicare Advantage Plans through AEP or your enrollment may be delayed which may cause an interruption in coverage and possibly termination of your AEP coverage. Also, you and any age-65-or-older spouse MUST be enrolled in Medicare Parts A and B to be enrolled in the AEP Medicare Advantage Plans. Without enrollment into Medicare Parts A and B, AEP will not be able to enroll you into the age-65-or-older Medicare Advantage Plans through AEP. This would also be true for your age-65-or-older spouse, if applicable.

What If I Don't Elect Coverage?

If you choose to opt out of Retiree Medical coverage when you retire, your coverage, and any of your covered dependents' coverage, will end at the end of the month in which your employment with AEP ends. You will have the opportunity to enroll in AEP Retiree Medical coverage during Annual Enrollment each year as well as within 31 days of a qualifying life event. Your spouse and/or dependent children cannot be enrolled in an AEP Medical Plan if you are not also enrolled.

What About Prescription Drug Coverage?

If you, or your spouse, are age 65 or older and covered by an AEP Medicare Plan—your prescription drug coverage will change to a group-based, company-sponsored Medicare Part D Plan administered by Optum Rx Medicare. AEP will enroll you, and your eligible spouse (if applicable) in this coverage if you elect one of the AEP Medicare Plan options. You cannot have AEP Prescription Drug coverage without being enrolled in an AEP Medical Plan. If you or your spouse enroll in a Medicare Part D Plan on your own outside of AEP, you and/or your spouse will lose the AEP-provided Medical and Prescription coverage.

When Does My Coverage Switch?

Active employee coverage ends on the last day of the month when your employment with AEP ends. The Plan pays for eligible medical and prescription claims incurred through that date, as long as those claims are filed within one year from the date of service. Your coverage as an AEP retiree begins the first of the month following your employment end date.

Upon retirement, since you are age 65 or older, you must provide all of the required information outlined in this guide, including your Medicare Beneficiary Identifier.

If you were not enrolled in benefits as an active employee, you may elect AEP Retiree Medical coverage at retirement.

Tip

Please note that when you transition from an AEP active Medical Plan through Anthem to an AEP Medicare Plan, your year-to date accumulated deductibles and out-of-pocket maximum amounts do NOT transfer to the Medicare Medical and Prescription Drug Plans due to rules governed by Medicare. This includes any covered dependents, regardless of age.

Member ID Cards

You and any covered dependents will receive new Medical Plan ID cards from Aetna a few weeks after your enrollment into the Retiree Medicare Plan. This card will serve as your Medical Plan card ONLY. You and any covered dependents will also receive a new Prescription Drug ID card from Optum Rx. You will have TWO separate cards: one for medical and one for prescription drugs.

Medical and Prescription Drugs

Health Insurance Marketplace and Medicare

Health Insurance Marketplace Coverage

There may be other coverage options for you and your family. Now that the key parts of the health care law have taken effect, you can buy coverage through the health insurance marketplace. In the marketplace, you could be eligible for a tax credit that lowers your monthly premiums right away, and you can see what your premium, deductible, and out-of-pocket costs will be before you decide to enroll. To find out more, visit **healthcare.gov**.

Medicare

You or any of your Medicare eligible dependents (whether due to age or disability) must enroll in Medicare Parts A and B upon your retirement. If you or your dependents fail to enroll in Medicare Parts A and B, this will impact eligibility and/or claim payments under the AEP medical and prescription drug plans.

If you or your covered dependents currently have Medicare Part A, your retirement from AEP is considered a qualifying event that allows you or your Medicare-eligible dependents to enroll in Medicare Part B coverage without incurring a late enrollment penalty. Please contact Medicare within 30-60 days of your retirement date at **medicare.gov** or by calling **1-800-MEDICARE** to enroll in Medicare Part B or you could incur penalties or be denied enrollment into the AEP Medicare Advantage Plans or receive reduced coverage. Contact the **AEP Benefits Center** to provide them with your and/or your dependent(s) Medicare Beneficiary Identifier. This information is required to process your enrollment into the AEP Retiree Medical Plans.

You MUST Take Action

Important: You must elect Medicare Parts A and B. Visit **medicare.gov** for further information about Medicare B, to get enrollment instructions and find your nearest Medicare office.

CancerBridge: Personalized Cancer Guidance

As a retiree, you will continue to have access to CancerBridge, an information-based cancer navigation service that provides you with personalized access to cancer experts who can answer your questions about cancer and cancer treatments.

Paying for Coverage & Continuation of COBRA

Paying for Coverage

- If you elect payment of your AEP System Retirement Plan (Pension) benefit as a monthly annuity, your retiree Health and Welfare benefit premiums will be deducted from your monthly pension benefit check, if possible. However, for the first two to three months after you terminate, you will receive invoices until your monthly annuity has been set up.
- If you elect a lump-sum payment or choose to defer your AEP System Retirement Plan (Pension) benefit, you will receive a monthly invoice for your retiree Health and Welfare benefit premiums.
- Be sure to review your first monthly invoice and your pension annuity check (if applicable) for your retiree deductions. If there is a discrepancy, contact the **AEP Benefits Center** as soon as possible.
- Failure to remit premium payments in a timely manner will result in loss of coverage. You may not have an opportunity to re-enroll in that coverage or if you do, the coverage may not be effective until the following Plan year.

Continuation of Coverage Under COBRA

The AEP Benefits Center is required by law to notify you of your rights and coverage under COBRA, even if you are eligible for AEP retiree medical coverage. You will receive COBRA information and may continue your Medical, Dental, and Vision coverage under COBRA after your employment ends. AEP Retiree Counselors will discuss this and other coverage options with you.

Dental and Vision

Dental & Vision Coverage Eligibility

Who is Eligible?	Retiring Under Age 65/Age 65 or Older
You are eligible for Retiree Dental and Vision benefits if you are at least age 55 and have at least 10 years of service as of your termination date.	Your elections for Dental and Vision coverage will automatically carry over into retirement, covering the same eligible dependents. If you do not wish to continue Retiree Dental or Vision, you MUST take action to opt out. If you were not enrolled in Dental coverage as an active employee, you must elect it within 31 days of the date your employment ends, or you will lose your eligibility permanently, and you will not be able to re-enroll at a later date.

Dental

How Do I Elect Coverage?

If you were enrolled in AEP Dental coverage as an active employee, you will be automatically enrolled in the same coverage upon your retirement, covering the same eligible dependents. To review or change your Retiree Dental enrollment, contact an AEP Retiree Counselor after your employment termination date, or log in to **aepbenefits.com**. If you don't want AEP Retiree Dental coverage, you MUST take action to opt out. If you were not enrolled in Dental coverage as an active employee, you have a one-time opportunity to elect Retiree Dental coverage. If you do elect Retiree Dental coverage and later cancel it, you will not be able to elect it again in the future.

What If I Don't Elect Coverage?

If you do not elect Retiree Dental coverage at retirement or choose to opt out of Dental coverage at that time, you will not be eligible to elect Retiree Dental coverage at a later date.*

***Note:** If you were retirement-eligible at the time that AEP sold an operation on or after November 12, 2015, and you went to work for the buyer of that operation as a part of the sale transaction, and if you waived AEP Retiree Dental coverage at that time, you may still elect AEP Retiree Dental coverage, if then available, one time after that sale—either during a future Annual Enrollment or within 31 days of a qualified change in family status. However, if you later waive continuation of that elected AEP Retiree Dental coverage, you will lose your eligibility for this coverage permanently and will not be able to enroll at a later date.

When Does My Coverage Switch?

Active employee coverage ends on the last day of the month in which your employment with AEP ends. The Plan pays for eligible dental expenses incurred through that date, as long as those claims are filed within one year from the date of service. Your Dental coverage as an AEP retiree begins the first of the month following your employment end date.

Member ID Cards

The same group number and member ID you had as an active employee will continue to apply to you and any of your covered dependents after you retire. You will not receive a new Dental ID card.

Dental and Vision

Vision

How Do I Elect Coverage?

If you were enrolled in AEP Vision coverage as an active employee, you will be automatically enrolled into the same coverage upon your retirement covering the same eligible dependents. To review or change your vision election, contact an AEP Retiree Counselor after your employment termination date or log in to **aepbenefits.com**.

What If I Don't Elect Coverage?

If you choose to opt out of Retiree Vision coverage when you retire, your coverage, and any of your covered dependents' coverage, will end at the end of the month in which your employment with AEP ends. You will have the opportunity to enroll in AEP Retiree Vision coverage during Annual Enrollment each year as well as within 31 days of a qualifying life event. Your spouse and dependent children cannot be enrolled in an AEP Vision Plan if you are not also enrolled.

When Does My Coverage Switch?

Active employee coverage ends on the last day of the month in which your employment with AEP ends. The Plan pays for eligible vision claims incurred through that date, as long as the claims are filed within one year from the date of service. Your vision coverage as an AEP retiree begins the first of the month following your employment end date. Please note that there are several Plan design differences between the active employee Vision Plan and the Vision Plan for retirees. Visit **aepbenefits.com** for specific Retiree Vision Plan details.

Member ID Cards

The same group number and member ID you had as an active employee will continue to apply to you and any of your covered dependents after you retire. You will not receive a new Vision ID card.

Savings and Spending Accounts

Health Savings Account (HSA)

The HSA is non-forfeitable and portable, meaning you take it with you when you leave AEP; however, your pre-tax contributions to the HSA stop after the pay period in which your employment with AEP ends.

You may continue to make after-tax deposits to your HSA up to the applicable limit, provided you remain eligible (for example, you are enrolled in and covered exclusivelyby a qualifying high-deductible health Plan). You may:

- Keep your HSA open with HealthEquity and continue to withdraw funds as you see fit, including payment for current and future eligible expenses as defined by the IRS. Please note that monthly administrative fees may apply.
- Close your HSA and receive any remaining funds, which may be subject to tax penalties and an account closure fee.
- Transfer your HSA balance to a new administrator with no tax implications.

Flexible Spending Accounts (FSA)

AEP offers tax-advantaged spending accounts to help pay for out-of-pocket Medical, Dental, Vision, and Dependent Care expenses. The paragraphs below detail these Plans.

Health Care Flexible Spending Account (HCFSA)

Coverage ends on the last day of the month in which your employment with AEP ends. You may claim expenses incurred prior to your coverage end date up to the full annual election amount.

If you have an HCFSA debit card, it will be deactivated on your last day of employment. You may request reimbursement for eligible claim expenses incurred prior to your coverage end date up to the full annual election amount by completing a claim form and supplying documentation of the eligible expense. Any HCFSA balance for which claims have not been received by March 31 of next year may be forfeited.

Continuation of HCFSA participation under COBRA

You can continue to participate in the HCFSA through COBRA for the remainder of the calendar year in which your employment ends if you have not been reimbursed more than you have contributed up to your last day of employment. If you have contributions left in your account, COBRA allows you to continue contributions on an after-tax basis until the end of the current Plan year. If you elect COBRA, you will be able to submit claims incurred after your coverage end date through the end of the current Plan year.

You will receive a notification letter and election form that explain your rights and the options available to you. You may submit claims incurred during the remainder of the Plan year by completing an online claim or requesting a paper claim form and submitting the proper documentation for the eligible expense. The debit card option is not available through COBRA continuation.

Dependent Care Flexible Spending Account (DCFSA)

Coverage ends on the last day of the month in which your employment with AEP ended. You cannot contribute to the spending account after the pay period in which you ended your employment; however, you may continue to file claims for reimbursement of eligible expenses incurred during the remainder of the Plan year up to the total of the balance in the account. Any balance for which claims have not been received by the vendor by March 31 of the following year will be forfeited.

Retiree Reimbursement Account (RRA)

If you were enrolled in the Anthem HRA Plan as an active employee immediately prior to retiring, and you were age 65 or older when you retired from AEP, you may be eligible for an RRA.

If you have unused Health Reimbursement Account (HRA) dollars 90 days after your Anthem HRA Plan coverage ends, any funds remaining in your HRA will be automatically converted to an RRA administered by Inspira. You will receive a welcome letter from Inspira with more details. You can also refer to your Summary Plan Description available on **aepbenefits.com** or by calling the **AEP Benefits Center** at **1-888-237-2363 (Option 1 or 2)**.

Wealth

AEP Retirement Plan (Pension)

The following summarizes the AEP Retirement Plan (Pension) benefits available to all AEP vested employees. For Plan-specific details such as formulas or early retirement factors, please refer to the **AEP Retirement Plan (Pension) Summary Plan Description** at **aepbenefits.com**.

Who is Eligible?

If you are a member of the AEP Retirement Plan (Pension) with three or more years of credited vesting service, you are vested in your pension benefit.

AEP Retirement Plan (Pension) Grandfathered Participants

If you were continuously employed with an AEP Company since January 1, 2001, and you were either a participant in the AEP Retirement Plan (Pension) or in the waiting period, you are eligible for grandfathering provisions.

Disabled AEP Retirement Plan (Pension) Participants

If you became disabled while an active employee with an AEP company, you received annual interest credits and company credits through August 31, 2013. After September 1, 2013, disabled Pension Plan participants no longer received company credits under the Plan; however, they continued to receive interest credits.

If you choose to begin your pension benefit payment or receive retiree coverage under any of the AEP Health & Welfare Plans, you terminate your right to receive any additional payments under the AEP Long-Term Disability (LTD) Plan.

Central And Southwest Corporation Cash Balance Retirement Plan Participants

The Central and Southwest Corporation Cash Balance Retirement Plan (CSW Pension) was incorporated into the American Electric Power System Retirement Plan effective December 31, 2008, when the CSW Pension Plan was merged into the AEP Retirement Plan (Pension). This summary will refer to the CSW Pension Plan as if it continued to be a separate Plan.

The CSW Pension Plan generally provides the same cash balance benefit formula thatis provided under the AEP Retirement Plan, but it also includes special provisions for calculating the benefits payable to employees who have been continuously employed with the Company since July 1, 1997, either because they were then at least age 50 with at least 10 years of service (a Grandfathered CSW Plan Participant) or not (Protected Prior CSW Pension Plan Participants). Please refer to the **CSW Pension Plan - Summary Plan Description for Active Employees** for additional details.

When Will My Pension Payments Begin?

The earliest your pension benefits can begin is the first of the month following the date you end employment. No benefits can be paid out prior to that date, regardless of when your paperwork is received and deemed in good order.

Your first payment will begin as soon as possible, based on the commencement date reflected in your paperwork, after all paperwork and all required documentation has been received.

If you choose a monthly annuity, you will receive subsequent payments on the first of the month. Annuity checks will be dated the first of the month. Direct deposits will be effective the first of the month.

Watch Your Mailbox For Your Pension Plan Distribution Package

If you are over age 65 and vested in the AEP Pension Plan and you have not already requested a distribution kit, you will receive one automatically **45 days** after your last day of employment. Your kit will include your pension calculation and the paperwork you'll need to make a pension benefit payment election. If you would like to defer payment until a later date, you can disregard and request a kit at a later date when you are ready to commence your benefit.

Wealth

AEP Retirement Savings 401(k) Plan

Your 401(k) Plan can be a valuable part of your retirement portfolio. Be sure to review your options below to ensure you get the most out of the assets you've worked so hard to build.

401(k) Plan Account Balance Options

Your options will depend on your account balance, as outlined below. **Note: After your employment ends, there is a 30-day hold period before you can take a distribution.**

If Your Account Balance Is $1,000 Or Less

Your money may not remain in the 401(k) Plan. You may:

- **Directly roll over your money to an individual retirement account (IRA) or another qualified Plan to preserve its tax-deferred status.** You must initiate a rollover within 90 days following the end of the month in which your employment ended by visiting **aep401k.com** or by calling **1-877-237-4015**.
- **"Cash out" your account by taking no action within 90 days.** If you do not initiate a direct rollover within 90 days, approximately four months after your employment ends, you will receive a check for the amount of your account balance minus 20% mandatory federal income tax withheld. You may also be subject to a 10% early withdrawal penalty if you're under age 59½. The check will be mailed to your address on record. By January 31 of the year following your distribution, you will receive a Form 1099-R stating the total distribution amount and its taxable and nontaxable portions. You must report the distribution on your income tax return.

If Your Account Balance Is Between $1,000 And $5,000

Your money may not remain in the 401(k) Plan. You may:

- **Directly roll over your money to an IRA or another qualified Plan to preserve its tax-deferred status.** You must elect rollovers within 90 days following the end of the month in which your employment ended by visiting **aep401k.com** or calling **1-877-237-4015**.
- **Allow your money to be automatically rolled into an IRA by taking no action within 90 days.** If you do not elect a direct rollover within 90 days, your total account balance will be automatically rolled over to an IRA with the IRA provider selected by AEP. You will receive additional information if this process applies to your account.
- **Apply for a distribution in the form of a lump-sum or partial payment** (federal income tax will apply, and you may also be subject to a 10% early withdrawal penalty if you're under age 59½*). Visit **aep401k.com** or call **1-877-237-4015** to do so.

If Your Account Balance Is More Than $5,000

You may:

- **Directly roll over your money to an IRA or another qualified Plan to preserve its tax-deferred status.** To do so, visit **aep401k.com** or call **1-877-237-4015**.
- **Leave your money in the 401(k) Plan** (note that you may no longer contribute to your account). If you choose to defer payment of your account balance, you can do so until April 1 of the year following the year in which you turn age 73, at which time required minimum distributions (RMDs) must begin as mandated by the IRS.
- **Apply for a distribution in the form of a lump-sum or partial payment** (federal income tax will apply, and you may also be subject to a 10% early withdrawal penalty if you're under age 59½*). Visit **aep401k.com** or call **1-877-237-4015** to do so.

*The 10% early withdrawal penalty does not apply to payments made after you separate from service, if you will be at least age 55 in the year of your separation of employment.

Important Tax Information

You may wish to consult with a tax or financial advisor before deciding how to handle your account balance in the 401(k) Plan since your actions can have significant financial implications. Read the Retirement Savings Plan's "Special Tax Notice with Roth Addendum" for detailed information about the tax rules associated with qualified Plan distributions.

Wealth

A Note About Roth 401(k) Balances

All Roth 401(k) account balances will be considered separately when determining if that portion of your account meets the $1,000 or the $5,000 distribution threshold. This means that the Roth 401(k) portion of your balance may be subject to either the mandatory cash-out or the automatic rollover distribution rules while the non-Roth 401(k) portion of your account may not, or vice versa.

AEP Stock Distributions

You may elect to have your applicable 401(k) Plan balance in the AEP Stock Fund paid to you in-kind. To request an in-kind distribution of AEP stock, call **1-877-237-4015**. If you request to roll over your distribution, you must provide the name of the institution, your account number, and Depository Trust Company (DTC) number for the receiving financial institution at the time of your distribution request. The DTC is the clearinghouse for electronic security transfers.

There are special rules regarding payments from the 401(k) Plan that include AEP stock that may affect your taxes and rollover decisions. Read the section of the "Special Tax Notice with Roth Addendum" about employer stock referenced on the previous page for a more detailed explanation of these rules and how they can affect your distribution choices.

Outstanding 401(k) Plan Loans

If you have an outstanding loan, read this section carefully.

How to pay off your loan balance(s):

1. Recalculate your loan to a monthly payment

You can continue to make your scheduled payments via electronic deduction from your bank account, or you may send paper checks. Call **1-877-237-4015** and talk to an Empower representative to review your options.

2. You may pay off your loan(s) in full

To obtain your loan payoff amount(s), visit **aep401k.com** or call **1-877-237-4015**. If you choose to pay off your outstanding loan balance(s):

- Your payment must be made with a cashier's check, certified check, or money order—personal checks will not be accepted. Please make the check payable to "Trustee of the AEP System Retirement Savings Plan."
- Place the words "FBO" [insert your name and Social Security number] on the "Memo" line of the check. "FBO" means "for benefit of."
- Mail your payment to: Empower Retirement, PO Box 419784, Kansas City, MO 64141-6784.

Important Considerations About Your Outstanding Loan Balance(s)

- Full payment must be received before you request a distribution from your account. If you do not pay off your loan before you request a distribution, your loan will be considered in default, and you will owe federal income tax on the outstanding balance along with a 10% early withdrawal penalty if you are under age 59 1/2.*
- Once you request a lump-sum distribution from your 401(k) Plan account, you no longer qualify for loan repayment. Your outstanding loan balance(s) will be offset against your account balance prior to the lump-sum distribution.
- If you choose to defer payment of your 401(k) Plan account balance and do not sign up for electronic deduction from your bank account for your loan payments, your loan will be considered due in 90 days. Likewise, if you choose to defer payment of your retirement savings account balance and do not submit payment(s), your loan will be considered due in 90 days.
- If you do not make any loan payments after your employment ends, you will receive default notices for your outstanding loan balance(s) until you bring the loan(s) payments current or an actual loan default occurs.

* The 10% early withdrawal penalty does not apply to payments made after you separate from service if you will be at least age 55 in the year of your separation of employment.

Security Benefits

Life Insurance Coverage Eligibility

Life Insurance Coverage Eligibility

Who is Eligible?	Retiring Under Age 65/Age 65 or Older
You are eligible for Retiree Life Insurance if you are at least age 55 and have at least 10 years of service as of your termination date AND were hired or rehired prior to January 1, 2011.	As an eligible retiree, you will receive a flat $30,000 in Life Insurance, at no cost to you. Active employee coverage ends on the last day of the month in which your employment with AEP ends; however, if you die within 31 days of your last day of work, the Plan will provide the full death benefit you would have received under the terms of the policy. **NOTE:** Grandfathering provisions may apply to those who were at least age 50 with at least 10 years of service as of December 31, 2000.

Life Insurance

Active employee Life Insurance coverage ends on the last day of the month in which your employment with AEP ends; however, if you die within 31 days of ending your employment, the Plan will provide a death benefit in the amount of the insurance you would have been eligible to convert under the terms of the policy.

You are eligible for Retiree Life Insurance if you are at least age 55 and have at least 10 years of service as of your termination date **AND** were hired or rehired prior to January 1, 2011. If you meet this criteria, you will automatically receive Retiree Life Insurance coverage in the amount of $30,000, at no cost to you. You may continue any additional Life Insurance coverage that you had as an active employee over the Company-provided Retiree Life Insurance amount directly through the insurance carrier through portability and conversion offerings. If you do not meet the Retiree Life Insurance eligibility criteria as described in this paragraph you will only have the option of portability/conversion directly through the Life Insurance carrier. There will be no company-provided offering available to you.

When you end employment, you may be eligible to continue your Group Term Life and Accidental Death & Dismemberment (AD&D) Insurance under the portability provision (port) or to convert your Group Term Life to an Individual Life Insurance policy. You may also be eligible to port your dependents' Life Insurance in effect on your portability date. You do not have to be actively at work on the last day of employment with AEP to be eligible for portability. Portability allows you to continue coverage by paying the applicable premiums directly to the insurance company.

Dependent Life Insurance

Coverage ends on the last day of the month in which your AEP employment ends. If you are eligible and elect to port your Life Insurance coverage, you may also elect to port any covered spouse's or covered dependent child(ren)'s insurance that are in effect on your portability date.

If you port some or all of your Life Insurance coverage (minimum portable amount is $10,000):

- You may port your spouse's dependent (spousal) Life Insurance and AD&D Insurance coverage up to the amount they had in effect on your portability date, not to exceed $500,000.
- You may port $10,000 of Dependent (child) Life Insurance coverage.

Tip

The life insurance provider's portability rates are not the same as the rates active employees pay for coverage that is available under the AEP Life and Accidental Insurance Plan. In general, portability rates are higher than the AEP Life Insurance Plan rates.

Accidental Death & Dismemberment (AD&D) Insurance

AD&D Coverage

Coverage ends on the last day of the month in which your employment with AEP ends. You may port Basic, Supplemental, and Dependent AD&D Insurance coverage if you or your covered dependent(s) are eligible for and elect to port your Life Insurance.

Long-Term Disability (LTD)

Long-Term Disability (LTD) Plan

Coverage ends when your employment with AEP ends.

Additional Protection

Pet Insurance

You may continue participating in veterinary Pet Insurance, but on a direct-bill basis. For more information, contact MetLife at **metlife.com/mybenefits** or 1-800-438-6388 within 30 days of your employment ending.

Auto and Home Insurance

You may continue participating in Auto and Home Insurance on a direct-bill basis; however, you may lose the AEP group discount. For more information, contact **MetLife** at **metlife.com/mybenefits** or **1-800-438-6388** within 30 days of your employment ending.

Legal Plan

Coverage ends on the last day of the month in which your employment ends; however, if you take action within 30 days from the date your employment ends, you may choose to port and continue the Group Legal Plan for 12 months. You will receive a bill for 12 months of service which you must pay up front. This is a one-time option and cannot be renewed. For more information, contact **MetLife** at **metlife.com/mybenefits** or **1-800-438-6388**.

Work/Life

Adoption Assistance

You will qualify for reimbursement as outlined within the plan if the adoption decree date is on or before your last day of employment with AEP. This is a taxable benefit.

Educational Assistance

Education Assistance

If you received educational assistance in the 12 months immediately preceding your last date of employment, you must repay that amount.

AEP Educational Award Program

Your dependents who currently receive AEP Educational Award scholarship grant will remain eligible after your employment ends as long as they continue to meet program guidelines.

Financial Services

Ayco Financial Counseling

Ayco financial counseling and retirement planning is available to AEP employees through the end of the month in which their employment ends.

SIRVA Mortgage Services

After your retirement, you can no longer request financing through SIRVA Mortgage Lending Services; however, your retirement does not affect any existing SIRVA mortgages you got prior to your retirement.

Service Awards

You are not eligible to receive a service award once your employment ends.

Wellness Plan Incentive

An employee or employee's spouse or domestic partner who meets one or more Wellness Plan incentive requirements and voluntarily terminates for any reason other than retirement, is not eligible to receive any incentive payout.

An employee or employee's spouse or domestic partner who meets one or more Wellness Plan incentive requirements and whose employment is either involuntarily severed or due to retirement is eligible to receive an incentive payout for any rewards completed prior to the end of the month in which their employment terminates.

Payouts for a Wellness Plan year are generally made during the month of March of the following year. Any eligible incentive payments will be paid as additional earnings.

Time Away

Unused Time Off

Unused current year's vacation, including any vacation days carried over from the previous year, will be paid in your final paycheck via direct deposit or mailed to your mailing address on file if you did not elect direct deposit.

If you elected to purchase vacation through the Vacation Purchase Program and you do not use all of your purchased vacation by the time your employment ends, you will receive a refund for the amount deducted from your pay for vacation that you purchased but did not take.

If you purchase and take vacation, then terminate employment without fully paying for the vacation, the amount owed to the company will be deducted from your final pay, except as prohibited by state law.

Pro-Rata Vacation Payout

(For Employees Hired Prior to January 1, 2000)

Employees hired prior to January 1, 2000 are eligible for a pro-rata vacation payout at retirement or death. This compensates for vacation-eligible service accumulated prior to the conversion of AEP's Vacation Plan from an accrual-based plan to an annual service based allowance. If eligible, you will receive one-twelfth of your annual vacation allowance, calculated using your accrued eligible service as of December 31, 2000, for each month in which you worked at least eight hours including the month of retirement if your last day worked is on or after the 15th of the month. This payout is in addition to payout of the current year's unused vacation allowance.

Employees represented by a bargaining unit will receive a pro-rata vacation payout in accordance with the provisions of the collective bargaining agreement.

Tip

The pro-rata payout is not available to employees who are not retirement eligible when their employment with AEP ends (with exception of the death of the employee). Additionally, pro-rata payout is not available for employees who leave the company and are rehired after January 1, 2000, even if their original hire date is prior to January 1, 2000.

Personal Days Off

You will not be paid for any applicable personal days off that you did not use before ending employment.

Final Payments and Miscellaneous

Expense Accounts

You should request reimbursement for eligible expense account items prior to your last day of employment.

Company Equipment

Prior to or on your last day of employment, you should work with your manager/department contact to return items such as your company ID, any access badges, secure access IDs (for remote computer access, including any secure IDs to outside vendors or customers), and any corporate credit cards that are in your possession. You should also return company equipment, including cell phone, laptop/laptop printer/corresponding manuals, tools, etc., to your department.

Final Paycheck, Insurance Contributions and Time Reporting

Your final pay, which will include earnings through the date you end employment and any applicable vacation payout, will be direct-deposited in your banking account(s) or mailed to your mailing address on file with AEP if you did not elect direct deposit.

If you received a pay advance in April 2001 when the company transitioned from a semimonthly to a biweekly pay cycle, the advanced amount will be deducted from your final pay.

Any remaining insurance deductions will be taken from the final paycheck when sufficient funds exist. If sufficient funds do not exist in your final pay, you will receive a bill for all applicable remaining insurance deductions.

Direct Deposit

If you receive your pay via direct deposit, your final pay, and any future payments, will be direct deposited in the same manner as when you were an active employee. Paper direct deposit pay statements will also be sent to your mailing address on file when any payments are made to you after your termination date. If you need to update your direct deposit account information, please send an email to **prpay@aep.com**.

Please ensure that any updates to your address after you leave AEP are provided to the **AEP Benefits Center** as soon as possible.

Incentive Compensation Program (ICP)

Please refer to the most recent Incentive Plan Summary for the applicable ICP program year to determine if you are eligible for an award after your employment ends with AEP. You can find the summary document on **AEP Now** in the **A-Z Index** under **Human Resources/Your Money/Incentive Pay Plans**. If you have questions after reviewing the document, please contact your local HR Business Partner.

Charitable Contributions

Charitable contributions will be deducted from your final paycheck unless it is the third paycheck of the month or there are insufficient funds in your final paycheck to cover them.

Final Payments and Miscellaneous

Parking Fees

Any deductions or refunds for parking fees will be reflected in your final pay.

Court Orders, Garnishments and/or IRS Withholding

Payroll will notify the applicable court of your separation from the company in accordance with the applicable court order—usually within ten days of your leaving.

W-2 Tax Form

Payroll will issue your Form(s) W-2 for wages earned while on the AEP payroll. The Form(s) will be sent to your mailing address on file with AEP prior to January 31 of the following year. After you leave AEP, please notify the **AEP Benefits Center** of any changes to your mailing address. You should also provide a daytime phone number in case we need to contact you.

Social Security

You can obtain information about Social Security benefits by calling **1-800-772-1213**, going to your local office of the Social Security Administration, or visiting **ssa.gov**.

Medicare

Most Americans age 65 or older are eligible for Medicare, the health program currently offered by the U.S. government. Visit **medicare.gov** for more information.

If you remain eligible for AEP Medical benefits, you will receive a notice advising you of the need to select a new Medical Plan for age-65-or-older participants about two months prior to your Medicare eligibility. You will receive more information before you turn age 65.

Once you're eligible for Medicare, you must enroll in Medicare Part A and Medicare Part B. **If you do not enroll in both Parts A and B, you will not be eligible to receive Retiree Medical and Prescription Drug coverage through AEP and your coverage will be terminated.** Therefore, it is important that you and any Medicare-eligible dependents enroll in Medicare Part B as soon as you are eligible. If you become eligible for Medicare prior to turning age 65, please contact the **AEP Benefits Center** as soon as possible at **1-888-237-2363 (Option 1 or 2)**.

Personal Contact Information Changes

If any of your personal contact information changes after you leave AEP, contact the **AEP Benefits Center** at **1-888-237-2363 (Option 1 or 2)**. You may also log in to **aepbenefits.com**, click Change My Benefits to the right under **Quick Links**, and select **Update Personal Information** under the **Life Events** dropdown menu. Keeping your personal information updated will ensure that AEP can continue to send you information about any benefits that you remain eligible for as an AEP retiree.

Contacts

AEP Benefits Center

AEP Retiree Counselors (general inquiries) and AEP Retirement Plan (pension)
1-888-237-2363 (Option 1 or 2)
aepbenefits.com

AEP Investor Relations

AEP Stock
1-800-237-2667
aep.com

Empower Retirement

AEP Retirement Savings 401(k) Plan
1-877-237-4015
TDD: 1-800-345-1833
aep401k.com

CancerBridge

Personalized Cancer Guidance
1-855-366-7700
mycancerbridge.com

Aetna

Medical Plan (participants 65 or older)
1-855-527-2452
aetna.com

Aetna

Dental Plan
1-800-243-1809
aetna.com

HealthEquity

Health Savings Accounts (HSAs) and Flexible Spending Accounts (FSAs)
1-866-346-5800
healthequity.com/aep

MetLife

Group Legal Plan, Auto & Home Group Insurance, and Pet Insurance
1-800-438-6388
metlife.com/mybenefits

Minnesota Life

Life Insurance
1-877-491-5268
lifebenefits.com

Anthem

Medical and Behavioral Health (participants under 65)
1-877-585-9572
anthem.com

SIRVA

Mortgage Program
1-866-802-0721
aep.sirvahomebenefits.com

Optum Rx

Prescription Drug Plan (retirees and dependents age 65 and older)
1-866-215-5803
welcome.optumrx.com/aepretiree

Optum Rx

Prescription Drug Plan (AEP Medicare Dependent Plan for dependents under age 65)
1-866-208-5184
welcome.optumrx.com/aep

EyeMed

Vision Plan
1-866-723-0513
eyemed.com

Ayco

Financial Counseling and Retirement Planning
1-866-217-8693
ayco.com/login/aep

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_35 Provide a complete description of the financial reporting and ratemaking treatment of Kentucky Power's pension costs.

RESPONSE

American Electric Power Co. (AEP) maintains a qualified, defined benefit pension plan (Qualified Plan), which covers substantially all nonunion and certain union employees, and an unfunded, nonqualified supplemental plan (Nonqualified Plan) to provide benefits in excess of amounts permitted under the provisions of the tax law for participants in the Qualified Plan (collectively the Pension Plans). AEP engaged Willis Towers Watson US LLC (Willis Towers Watson) to value the AEP's Pension Plans as of January 1, 2025. A separate actuarial report is prepared for the Qualified Plan and Nonqualified Plan.

The primary purpose of the actuarial valuation is to determine the Net Periodic Benefit Cost/ (Income) and Projected Benefit Obligation, in accordance with FASB Accounting Standards Codification Topic 715 for the fiscal year beginning January 1, 2025. AEP's actuary, Willis Towers Watson, provides allocations of actuarial data individually for each of AEP's subsidiary companies, including Kentucky Power, based on the subsidiary company's specific employee demographics.

Please refer to KPCO_R_KPSC_1_35_Attachment1 for the 2025 actuarial valuation report for the Qualified Plan.

Please refer to KPCO_R_KPSC_1_35_Attachment2 for the 2025 actuarial valuation report for the Nonqualified Plan.

KPCO_R_KPSC_1_35_Attachment1 and KPCO_R_KPSC_1_35_Attachment2 were utilized in the Company's Pension operating expense adjustment included in Section V, Exhibit 2 W26 of Kentucky Power's application.

Witness: Brian C. Ciborek

American Electric Power System Retirement Plan

Actuarial Valuation Report
Benefit Cost for Fiscal Year Beginning January 1, 2025 under US GAAP

June 2025

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Table of Contents

Purposes of valuation **1**
Section 1 : Summary of key results **3**
1.1 Benefit cost, plan assets & obligations *3*
1.2 Comments on results *4*
1.3 Basis for valuation *6*
Actuarial certification **7**
Section 2 : Accounting exhibits **11**
2.1 Balance sheet asset/(liability) *11*
2.2 Changes in plan obligations and assets *12*
2.3 Summary of net balances *13*
2.4 Development of plan assets for benefit cost *14*
2.5 Summary and comparison of benefit cost and cash flows *15*
Section 3 : Participant data **17**
3.1 Summary of participant data *17*
3.2 Age and service distribution of active participants *20*
3.3 Participant reconciliation *22*
Appendix A: Statement of actuarial assumptions, methods and data sources **23**
Appendix B1: Summary of principal plan provisions covered by the former East Retirement Plan **31**
Appendix B2: Summary of plan provisions covered by the former West Retirement Plan **37**
Appendix C : Results by Business Unit **43**

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Purposes of valuation

American Electric Power Co. (the Company) engaged Willis Towers Watson US LLC (WTW) to value the Company's pension plan.

As requested by the Company, this report documents the results of an actuarial valuation of the American Electric Power System Retirement Plan (the Plan) as of January 1, 2025.

The primary purpose of this valuation is to determine the Net Periodic Benefit Cost/(Income) (Benefit Cost), in accordance with FASB Accounting Standards Codification Topic 715 (ASC 715) for the fiscal year ending December 31, 2025. It is anticipated that a separate report will be prepared for year-end financial reporting purposes.

Limitations

This valuation has been conducted for the purposes described above and may not be suitable for any other purpose. In particular, please note the following:

1. The expected contributions to the qualified pension plan(s) were set at $94,699,000 for the 2025 fiscal year. Note that any significant change in the amounts contributed or expected to be contributed in 2025 from what is disclosed at December 31, 2024 may require disclosure in the interim financial statements, but should not affect the expected return on plan assets absent a remeasurement for another purpose.
2. There may be certain events that have occurred since the valuation date that are not reflected in the current valuation. See Subsequent events in the Basis for valuation section below for more information.
3. This report is not intended to constitute a certification of the Adjusted Funding Target Attainment Percentage (AFTAP) under IRC §436 for any plan year.
4. This report does not determine funding requirements under IRC §430.
5. This report does not provide information for plan accounting and financial reporting under ASC 960.
6. This report does not present liabilities on a plan termination basis, for which a separate extensive analysis would be required. No funded status measure included in this report is intended to assess, and none may be appropriate for assessing, the sufficiency of plan assets to cover the estimated cost of settling benefit obligations, as all such measures differ in some way from plan termination obligations. In addition, funded status measures shown in this report do not reflect the current costs of settling obligations by offering immediate lump sum payments to participants and/or purchasing annuity contracts for the remaining participants (e.g., insurer profit, insurer pricing of contingent benefits and/or provision for anti-selection in the choice of a lump sum vs. an annuity).

7. The comparisons of plan obligations as determined for accounting and financial reporting purposes to plan assets presented in this report cannot be relied upon to determine the need for nor the amount of required future plan contributions. Nevertheless, such comparisons may be useful to assess the need for future contributions because they reflect current interest rates at the measurement date in determining benefit obligations. However, asset gains and losses, demographic experience different from assumed, changes in interest rates, future benefit accruals, if any, and other factors will all affect the need for and amount of future contributions. In addition, if a plan is not required by law to be funded, benefit payments may also be paid directly by the plan sponsor as they come due.

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Section 1 : Summary of key results

1.1 Benefit cost, plan assets & obligations

All monetary amounts shown in US Dollars

Fiscal Year Beginning		01/01/2025	01/01/2024
Benefit Cost/ (Income)	Net Periodic Benefit Cost/(Income)	36,760,142	(12,798,384)
	Benefit Cost/(Income) due to Special Events	0	90,193,434
	Total Benefit Cost/(Income)	36,760,142	77,395,050
Measurement Date		**01/01/2025**	**01/01/2024**
Plan Assets	Fair Value of Plan Assets (FVA)	3,672,683,978	4,114,488,966
	Market Related Value of Plan Assets (MRVA)	4,199,324,839	4,646,519,449
	Actual Return on Fair Value of Plan Assets during Prior Year	2.47%	9.24%
Benefit Obligations	Accumulated Benefit Obligation (ABO)	(3,603,063,131)	(3,863,192,582)
	Projected Benefit Obligation (PBO)	(3,823,449,539)	(4,092,683,156)
Funded Ratios	Fair Value of Plan Assets to ABO	101.9%	106.5%
	Fair Value of Plan Assets to PBO	96.1%	100.5%
Accumulated Other Comprehensive (Income)/Loss (Pre-tax)	Net Prior Service Cost/(Credit)	0	0
	Net Loss/(Gain)	1,127,571,398	1,032,395,077
	Total Accumulated Other Comprehensive (Income)/Loss (pre-tax)	1,127,571,398	1,032,395,077
Assumptions	Discount rate	5.65%	5.15% / 5.35%
	Expected Long-Term Rate of Return on Plan Assets	7.00%	7.25% / 7.50%
	Rate of Compensation Increase	Rates vary by age from 3.0% to 11.5%	Rates vary by age from 3.0% to 11.5%
	Cash Balance Interest Crediting Rate	4.55%	4.00% / 4.25%
Participant Data	Census Date	01/01/2025	01/01/2024

1.2 Comments on results

The actuarial gains/(losses) due to demographic experience, including any assumption changes, and investment return different from assumed during the prior year were $33,992,197 and $(222,435,989) respectively.

Final FY 2024 Net Benefit Cost

The Plan was subject to settlement accounting during FY 2024 due to a large number of lump sum payments during the year. An interim remeasurement was reflected at October 31, 2024. A final settlement charge was determined at December 31, 2024.

The following table summarizes final FY 2024 net benefit cost by component, including settlement accounting charges on October 31, 2024 and December 31, 2024. Also displayed is the original FY 2024 net periodic benefit cost from our actuarial valuation report for determining cost delivered in April 2024.

	Updated Cost Reflecting Settlement			Original
	January 1, 2024 – October 31, 2024	November 1, 2024 – December 31, 2024	Total	Originally Reported Cost
Discount Rate	5.15%	5.35%	5.15%/5.35%	5.15%
EROA	7.25%	7.50%	7.25%/7.50%	7.25%
Service Cost	$84,541,707	$15,208,369	$99,750,076	$101,450,048
Interest Cost	170,632,290	33,879,581	204,511,871	204,758,748
Expected Return	(267,608,171)	(52,526,197)	(320,134,368)	(321,129,805)
Loss Amortization	2,407,104	666,933	3,074,037	2,888,525
Pre-Settlement P&L Cost	**$(10,027,070)**	**$(2,771,314)**	**$(12,798,384)**	**$(12,032,484)**
Settlement Charge	86,547,784	3,645,650	90,193,434	0
Total P&L Cost	**$76,520,714**	**$874,336**	**$77,395,050**	**$(12,032,484)**

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Change in net periodic cost and funded position

The net periodic cost increased from $(12,798,384) in fiscal 2024 to $36,760,142 in fiscal 2025 and the funded position declined from $21,805,810 to $(150,765,561).

All monetary amounts shown in US Dollars

	Net Periodic Benefit Cost	Funded Status
Prior year (Millions)	(12.8)	21.8
Change due to:		
• Expected based on prior valuation and contributions during prior year	12.4	15.9
• Noninvestment experience different than assumed	1.2	(12.8)
• Investment experience greater or less than assumed	10.2	(222.4)
• Assumption changes		
– Expected return on asset assumption change	5.7	0
– All other assumption changes	20.1	46.7
• Plan amendments	0	0
• Settlements, curtailments, certain termination benefits	0	0
• Acquisitions	0	0
• Method changes	0	0
• Changes in estimation techniques	0	0
Current year	36.8	(150.8)

Significant reasons for these changes include the following:

- The actual return on the fair value of plan assets since the prior measurement date was less than the expected return on plan assets, which caused the funded position to deteriorate.
- The discount rate increased to 5.65% compared to the prior year (5.15% / 5.35%), which decreased the pension cost and improved the funded position.
- The expected long-term rate of return on plan assets decreased to 7.00% compared to the prior year (7.25% / 7.50%), which increased pension cost.
- The cash balance interest crediting rate increased to 4.55% compared to the prior year (4.00% / 4.25%), which increased pension cost and caused the funded position to deteriorate.
- The lump sum conversion rate increased to 5.35% compared to the prior year (4.67% / 5.07%), which increased pension cost and caused the funded position to deteriorate.
- An updated experience study was performed in 2024 and as a result the following assumptions were updated: assumed rates of termination, assumed rates of retirement, rates of compensation increase, and form of payment. The combined effect of these assumption changes increased pension cost and caused the funded position to deteriorate.

1.3 Basis for valuation

Appendix A summarizes the assumptions, methods and models used in the valuation. Appendix B summarizes our understanding of the principal provisions of the plan being valued. Both of these appendices include a summary of any changes since the prior valuation. Unless otherwise described below under Subsequent events, assumptions were selected based on information known as of the measurement date.

Subsequent events

None.

Additional information

None.

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Actuarial certification

This valuation has been conducted in accordance with generally accepted actuarial principles and practices. However, please note the information described below regarding this valuation.

Reliances

In preparing the results presented in this report, we have relied on information regarding plan provisions, participants, assets, and sponsor accounting policies and methods provided by the Company and other persons or organizations designated by the Company. See the Sources of Data and Other Information section of Appendix A for further details. We have relied on all the data and information provided as complete and accurate. We have reviewed this information for overall reasonableness and consistency, but have neither audited nor independently verified this information. Based on discussions with and concurrence by the plan sponsor, assumptions or estimates may have been made if data were not available. We are not aware of any errors or omissions in the data that would have a significant effect on the results of our calculations. The results presented in this report are directly dependent upon the accuracy and completeness of the underlying data and information. Any material inaccuracy in the data, assets, plan provisions or other information provided to us may have produced results that are not suitable for the purposes of this report and such inaccuracies, as corrected by the Company, may produce materially different results that could require that a revised report be issued.

Measurement of benefit obligations, plan assets and balance sheet adjustments

Census date/measurement date

The measurement date is January 1, 2025. The benefit obligations were measured as of January 1, 2025 and are based on participant data as of the census date, January 1, 2025.

Plan assets and balance sheet adjustments

Information about the fair value of plan assets and the general ledger account balances for the benefit plan cost at December 31, 2024, which reflect the expected funded status of the plan was reviewed for reasonableness and consistency, but no audit was performed.

Accumulated other comprehensive (income)/loss amounts shown in the report are shown prior to adjustment for tax effects. Any tax effects in AOCI should be determined by the Company in consultation with its tax advisors and independent accountants.

Assumptions and methods under U.S. GAAP

As required by U.S. GAAP, the actuarial assumptions and methods employed in the development of the benefit cost and other financial reporting have been selected by the Company. WTW has evaluated the assumptions used and believes that they do not significantly conflict with what would be reasonable. In addition, we believe that the combined effect of assumptions is expected to have no significant bias. See Appendix A for a description of each significant assumption used and our rationale for concluding that it does not significantly conflict with what would be reasonable. U.S. GAAP requires that each significant

assumption "individually represent the best estimate of the plan's future experience solely with respect to that assumption."

The results shown in this report have been developed based on actuarial assumptions that, to the extent evaluated by WTW, we believe do not significantly conflict with what would be reasonable. Other actuarial assumptions could also be considered to not significantly conflict with what would be reasonable. Thus, reasonable results differing from those presented in this report could have been developed by selecting different reasonable assumptions.

A summary of the assumptions, methods and sources of data and other information used is provided in Appendix A. Note that any subsequent changes in methods or assumptions for the January 1, 2025 measurement date will change the results shown in this report.

Certain models (as described in ASOP No. 56) were used in preparing the information presented herein. Further information on these models can be found in Appendix A.

Nature of actuarial calculations

The results shown in this report are estimates based on data that may be imperfect and on assumptions about future events that cannot be predicted with any certainty. The effects of certain plan provisions may be approximated, or determined to be insignificant and therefore not valued. Reasonable efforts were made in preparing this valuation to confirm that items that are significant in the context of the actuarial liabilities or costs are treated appropriately, and are not excluded or included inappropriately. Any rounding (or lack thereof) used for displaying numbers in this report is not intended to imply a degree of precision, which is not a characteristic of actuarial calculations.

If overall future plan experience produces higher benefit payments or lower investment returns than assumed, the relative level of plan costs reported in this valuation will likely increase in future valuations (and vice versa). Future actuarial measurements may differ significantly from the current measurements presented in this report due to many factors, including: plan experience differing from that anticipated by the economic or demographic assumptions, changes in economic or demographic assumptions, increases or decreases expected as part of the natural operation of the methodology used for the measurements (such as the end of an amortization period), and changes in plan provisions or applicable law. Due to the limited scope of our assignment, we did not perform an analysis of the potential range of such future measurements.

See Basis for valuation in Section 1 above for a discussion of any material events that have occurred after the valuation date that are not reflected in this valuation.

Limitations on use

This report is provided subject to the terms set out herein and in our engagement letter dated July 29, 2004 and any accompanying or referenced terms and conditions.

The information contained in this report was prepared for the internal use of the Company and its independent accountants in connection with our actuarial valuation of the pension plan as described in Purposes of Valuation above. It is not intended for and may not be used for other purposes, and we

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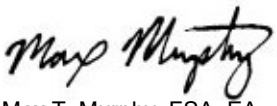
accept no responsibility or liability in this regard. The Company may distribute this actuarial valuation report to the appropriate authorities who have the legal right to require the Company to provide them this report, in which case the Company will use best efforts to notify WTW in advance of this distribution. Further distribution to, or use by, other parties of all or part of this report is expressly prohibited without WTW's prior written consent. WTW accepts no responsibility for any consequences arising from any party other than American Electric Power Co. relying on this report or any advice relating to its contents.

Professional qualifications

The undersigned are members of the Society of Actuaries and meet the "Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States" relating to pension plans. Our objectivity is not impaired by any relationship between the plan sponsor and our employer, Willis Towers Watson US LLC.

Chad M. Greenwalt, FSA, EA
Director, Retirement - Valuation Actuary
June 11, 2025



Max T. Murphy, FSA, EA
Associate Director, Retirement - Valuation Actuary
June 11, 2025

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Section 2 : Accounting exhibits

2.1 Balance sheet asset/(liability)

All monetary amounts shown in US Dollars

Measurement Date		01/01/2025	01/01/2024
A	**Development of Balance Sheet Asset/(Liability)[1]**		
1	Projected benefit obligation (PBO)	(3,823,449,539)	(4,092,683,156)
2	Fair value of plan assets (FVA) [2]	3,672,683,978	4,114,488,966
3	Net balance sheet asset/(liability)	(150,765,561)	21,805,810
B	**Current and Noncurrent Classification[3]**		
1	Noncurrent asset	0	21,805,810
2	Current liability	0	0
3	Noncurrent liability	(150,765,561)	0
4	Net balance sheet asset/(liability)	(150,765,561)	21,805,810
C	**Accumulated Benefit Obligation (ABO)**	(3,603,063,131)	(3,863,192,582)
D	**Accumulated Other Comprehensive (Income)/Loss**		
1	Net prior service cost/(credit)	0	0
2	Net loss/(gain)	1,127,571,398	1,032,395,077
3	Accumulated other comprehensive (income)/loss[4]	1,127,571,398	1,032,395,077
E	**Assumptions and Dates**		
1	Discount rate	5.65%	5.15%
2	Rate of compensation increase	Rates vary by age from 3.0% to 11.5%	Rates vary by age from 3.0% to 11.5%
3	Cash balance interest crediting rate	4.55%	4.00%
4	Lump Sum Conversion Rate	5.35%	4.67%
5	Census Date	01/01/2025	01/01/2024

1 Whether any amounts in this table that differ from those disclosed at year-end must be disclosed in subsequent interim financial statements should be determined.
2 Excludes receivable contributions.
3 The current liability (for each underfunded plan) was measured as the discounted value of benefits expected to be paid over the next 12 months in excess of the fair value of the plan's assets at the measurement date.
4 Amount shown is pre-tax and should be adjusted by plan sponsor for tax effects.

2.2 Changes in plan obligations and assets

All monetary amounts shown in US Dollars

	Period Beginning	01/01/2025	01/01/2024
A	**Change in Projected Benefit Obligation (PBO)**		
1	PBO at beginning of prior fiscal year	4,092,683,156	4,044,752,781
2	Employer service cost	99,750,076	93,283,319
3	Interest cost	204,511,871	215,996,860
4	Actuarial loss/(gain)	(33,992,197)	99,213,852
5	Plan participants' contributions	0	0
6	Benefits paid from plan assets	(218,512,838)	(360,563,656)
7	Benefits paid from Company assets	0	0
8	Administrative expenses paid [1]	0	0
9	Plan amendments	0	0
10	Acquisitions/(divestitures)	0	0
11	Curtailments	0	0
12	Settlements	(320,990,529)	0
13	Special/contractual termination benefits	0	0
14	PBO at beginning of current fiscal year	3,823,449,539	4,092,683,156
B	**Change in Plan Assets**		
1	Fair value of plan assets at beginning of prior fiscal year	4,114,488,966	4,111,914,971
2	Actual return on plan assets	97,698,379	363,137,651
3	Employer contributions	0	0
4	Plan participants' contributions	0	0
5	Benefits paid	(218,512,838)	(360,563,656)
6	Administrative expenses paid	0	0
7	Transfer payments	0	0
8	Acquisitions/(divestitures)	0	0
9	Settlements	(320,990,529)	0
10	Fair value of plan assets at beginning of current fiscal year	3,672,683,978	4,114,488,966

[1] Only if future expenses are accrued in PBO through a load on service cost.

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2.3 Summary of net balances

All monetary amounts shown in US Dollars

A Summary of Prior Service Cost/(Credit) Bases

Measurement Date Established	Original Amount	Net Amount at 01/01/2025	Remaining Amortization Period	Amortization Amount in 2025	Effect of Curtailments	Other Events
Total		0		0	0	0

All monetary amounts shown in US Dollars

B Summary of Net Loss/(Gain) (see Appendix A for a description of amortization method)

	Net Amount at 01/01/2025 [1]	Amortization Amount in 2025	Effect of Curtailments	Effect of Settlements	Other Events (Identify)
	1,127,571,398	(14,886,704)	0	0	0

[1] Before any immediate recognition on the same date.

2.4 Development of plan assets for benefit cost

All monetary amounts shown in US Dollars

Fiscal Year Ending				12/31/2025
Market-Related Value of Plan Assets as of January 1, 2025				
A	Fair value of plan assets as of January 1, 2025			3,672,683,978
B	Deferred investment (gains)/losses for prior periods			
Beginning of Fiscal Year Following Experience		**(Gain)/Loss[1]**	**Percent Deferred**	**Deferred Amount**
1	2025	171,310,044	80%	137,048,035
2	2024	(62,766,746)	60%	(37,660,048)
3	2023	1,078,335,230	40%	431,334,092
4	2022	(20,406,092)	20%	(4,081,218)
5	Total			526,640,861
C	Market-Related Value of Plan Assets			4,199,324,839

[1] (Gain)/Loss bases for experience years 2021 – 2024 were adjusted to reflect settlement accounting during 2024.

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2.5 Summary and comparison of benefit cost and cash flows

All monetary amounts shown in US Dollars

Fiscal Year Ending		12/31/2025	12/31/2024
A	**Total Benefit Cost**		
1	Employer service cost	94,698,684	99,750,076
2	Interest cost	208,483,558	204,511,871
3	Expected return on plan assets	(281,308,804)	(320,134,368)
4	Subtotal	21,873,438	(15,872,421)
5	Net prior service cost/(credit) amortization	0	0
6	Net loss/(gain) amortization	14,886,704	3,074,037
7	Subtotal	14,886,704	3,074,037
8	Net periodic benefit cost/(income)	36,760,142	(12,798,384)
9	Curtailment (gain)/loss	0	0
10	Settlement (gain)/loss	0	90,193,434
11	Special/contractual termination benefits	0	0
12	Total benefit cost	36,760,142	(77,395,050)
B	**Assumptions** (See Appendix A for interim measurements, if any)		
1	Discount rate	5.65%	5.15% / 5.35%
2	Expected long-term rate of return on plan assets	7.00%	7.25% / 7.50%
3	Rate of compensation increase	Rates vary by age from 3.0% to 11.5%	Rates vary by age from 3.0% to 11.5%
4	Cash balance interest crediting rate	4.55%	4.00% / 4.25%
5	Census date	01/01/2025	01/01/2024
C	**Plan Assets at Beginning of Year**		
1	Fair value	3,672,683,978	4,114,488,966
2	Market-related value	4,199,324,839	4,646,519,449
D	**Cash Flows**	**Expected**	**Actual**
1	Employer contributions	94,699,000	0
2	Plan participants' contributions	0	0
3	Benefits paid from Company assets[1]	0	0
4	Benefits paid from plan assets	462,704,853	539,503,367
E	**Amortization Period**	12.15837	12.36363 / 12.63745

[1] Actual 2024 benefit payments includes $320,990,529 in lump sum benefit payments, resulting in remeasurement of FY24 cost and settlement accounting.

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Section 3 : Participant data

3.1 Summary of participant data

All monetary amounts shown in US Dollars

Census Date		01/01/2025	01/01/2024
A	**Participating Employees**		
1	Number	15,217	16,073
2	Expected plan compensation for year beginning on the valuation date	1,977,464,022	2,047,512,199
3	Average expected plan compensation	129,951	127,388
4	Average age	44.98	46.19
5	Average credited service	13.68	15.14
B	**Participants with Deferred Benefits**		
1	Number	3,686	3,393
2	Average age	53.60	53.33
3	Participants with deferred annuity benefits		
	a Number	732	822
	b Total annual deferred annuity benefits	3,590,841	4,043,705
	c Average annual deferred annuity benefits	4,906	4,919
4	Participants with account balance benefits		
	a Number	2,954	2,571
	b Total account balance benefits	285,207,221	209,282,516
	c Average account balance benefits	96,549	81,401

5 Distribution of participants with deferred annuity benefits at January 1, 2025

Age	Number	Benefits
Under 40	0	0
40-44	1	423
45-49	0	0
50-54	3	7,349
55-59	94	367,865
60-64	313	1,663,383
65 and over	321	1,551,821

6 Distribution of participants with account balance benefits at January 1, 2025

Age	Number	Benefits
Under 40	605	12,693,989
40-44	393	13,776,917
45-49	351	17,421,740
50-54	321	21,374,616
55-59	379	42,964,359
60-64	505	87,095,516
65 and over	400	89,880,084

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Census Date		01/01/2025	01/01/2024
C	Particpants Receiving Benefits		
1	Number	13,645	13,753
2	Total annual pension	214,967,528	214,156,717
3	Average annual pension	15,754	15,572
4	Average age	77.21	76.97

5 Distribution at January 1, 2025

Age	Number	Annual Pension
Under 55	27	163,548
55-59	84	1,116,279
60-64	659	10,996,885
65-69	2,137	34,375,046
70-74	2,733	45,601,620
75-79	3,222	54,050,363
80-84	2,125	28,569,569
85 and over	2,658	40,094,218

3.2 Age and service distribution of active participants

All monetary amounts shown in US Dollars

Attained Age	Years Of Credited Service														
	Under 1			1 to 4			5 to 9			10 to 14			15 to 19		
		Average			Average			Average			Average			Average	
	No.	Comp.	Cash Bal.	No.	Comp.	Cash Bal.	No.	Comp.	Cash Bal.	No.	Comp.	Cash Bal.	No.	Comp.	Cash Bal.
Under 25				410	87,924	5,806	11								
25 to 29				887	93,084	7,270	406	116,597	21,012	7					
30 to 34				758	98,523	8,408	897	118,519	26,576	212	128,665	45,905	8		
35 to 39	1			567	101,809	9,609	774	122,211	31,994	450	131,636	54,612	283	141,634	85,672
40 to 44	1			454	110,207	11,984	591	120,591	36,365	347	131,566	63,866	603	142,858	100,801
45 to 49	7			268	110,473	12,722	383	117,243	39,222	251	123,929	67,959	521	136,322	113,582
50 to 54	1			234	118,923	15,693	277	120,378	46,596	199	123,598	81,373	402	137,976	131,558
55 to 59	3			153	114,126	16,651	202	117,162	49,025	127	134,947	85,693	290	129,957	144,234
60 to 64	3			103	112,726	19,417	135	110,180	51,879	69	119,847	94,327	158	123,487	153,401
65 to 69				27	106,181	17,588	36	111,806	58,666	20	109,792	97,657	34	130,088	171,421
70 & Over				5			3			10			5		

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Number distributed by attained age and attained years of credited service (cont.)

All monetary amounts shown in US Dollars

Attained Age	Years Of Credited Service														
	20 to 24			25 to 29			30 to 34			35 to 39			40 & up		
		Average			Average			Average			Average			Average	
	No.	Comp.	Cash Bal.	No.	Comp.	Cash Bal.	No.	Comp.	Cash Bal.	No.	Comp.	Cash Bal.	No.	Comp.	Cash Bal.
Under 25															
25 to 29															
30 to 34															
35 to 39	7														
40 to 44	182	146,443	126,880	6											
45 to 49	337	154,085	157,515	123	154,894	177,343	5								
50 to 54	316	140,780	170,728	267	151,616	213,184	106	153,026	254,971	3					
55 to 59	199	150,437	211,051	200	140,681	229,839	320	159,276	301,439	200	149,862	318,195	11		
60 to 64	129	135,182	209,811	140	132,565	235,350	151	130,876	271,217	310	137,402	333,369	291	131,810	358,858
65 to 69	36	136,140	244,443	19			38	130,394	340,308	44	128,680	351,143	134	138,968	442,050
70 & Over	6			3			4			5			32	142,712	442,547

3.3 Participant reconciliation

		Active	Deferred Inactive	Currently Receiving Benefits	Total
1	At 01/01/2024 valuation	16,073	3,393	13,753	33,219
2	Change due to:				
	a New hire and rehire	1,322	(9)	0	1,313
	b Non-vested termination	(180)	0	0	(180)
	c Vested termination	(634)	634	0	0
	d Retirement	(250)	(120)	370	0
	e Disability	(7)	0	7	0
	f Death	(28)	(6)	(692)	(726)
	g New beneficiary	0	5	187	192
	h Cashout	(1,078)	(228)	(11)	(1,317)
	i Miscellaneous[1]	(1)	17	31	47
	j Net change	(856)	293	(108)	(671)
3	At 01/01/2025 valuation[2][3]	15,217	3,686	13,645	32,548

[1] Includes adjustments for prior omissions and data corrections
[2] The deferred inactive count includes 32 CSW participants that are still active at AEP and assumed to be owed a benefit.
[3] The currently receiving benefit count includes 263 alternate payee with QDROs.

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Appendix A: Statement of actuarial assumptions, methods and data sources

Economic Assumptions

Discount rate 5.65%

Return on assets 7.00%

Annual rates of increase

- Compensation:
  - Representative rates

Age	*Rate*
< 25	11.50%
25 – 29	10.00%
30 – 34	8.00%
35 – 39	6.00%
40 – 44	5.50%
45 – 49	5.00%
50 – 54	4.50%
55 – 59	4.00%
60 – 64	3.50%
65 – 69	3.50%
70+	3.00%

  - Weighted average 5.75%

- Cash balance interest crediting rate 4.55%
- Lump sum/annuity conversion rate 5.35%
- Statutory limits on compensation 2.25%

The return on assets shown above is net of investment expenses and administrative expenses assumed to be paid from the trust.

Demographic Assumptions

Inclusion date

The valuation date coincident with or next following the date on which the employee becomes a participant.

New or rehired employees

It was assumed there will be no new or rehired employees.

Mortality

- Healthy

The Pri-2012 Private Retirement Plans mortality tables with sex-distinct rates for employees, retirees, and contingent survivors, with no collar or amount adjustment, and a fully generational mortality improvement projection using Scale MP-2021 projecting from the base year of 2012.

- Disabled

The Pri-2012 Private Retirement Plans disabled mortality tables with separate rates for males and females and a fully generational mortality improvement projection using Scale MP-2021 projecting from the base year of 2012.

Lump sum/annuity conversion

PPA 2025 optional combined mortality with static projection to commencement using 2025 IRS adjusted Scale MP-2021.

Termination

Rates varying by service

Percentage leaving during the year	
Service	Rate
< 5	7.00%
5 – 9	5.50%
10 – 14	4.00%
15 – 19	3.00%
20 +	2.00%

Disability

Rates apply to employees not eligible to retire and vary by age and sex as indicated by the following sample values:

Percentage becoming disabled during the year		
Age	Male	Female
20	0.060%	0.090%
30	0.060%	0.090%
40	0.074%	0.110%
50	0.178%	0.267%
60	0.690%	1.035%

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Retirement Rates varying by age; average retirement age 63:

Percentage retiring during the year	
Age	Rate
55 – 59	5.00%
60 – 61	10.00%
62	16.00%
63 – 64	20.00%
65 – 67	30.00%
68 – 69	25.00%
70+	100.00%

Benefit commencement date:

- Preretirement death benefit — The later of the death of the active participant or the date the participant would have attained age 55.
- Deferred vested benefit (active participants) — The later of age 55 or termination of employment.
- Deferred vested benefit (current deferred vested) — The later of age 65 or current age
- Disability benefit — Upon disablement.
- Retirement benefit — Upon termination of employment.

Form of payment 70% lump sum; 30% annuity for retirement eligible East grandfathered participants and 85% lump sum; 15% annuity for all other participants. Married participants are assumed to elect the 50% joint and survivor annuity and unmarried participants are assumed to elect the single life annuity. No other optional form of payment election is assumed.

For current deferred vested participants with a cash balance type benefit, 100% lump sum is assumed. For all other current deferred vested participants 100% annuity is assumed.

Percent married 80% of male participants; 70% of female participants.

Spouse ages Wives are assumed to be three years younger than husbands.

Valuation pay 2025 expanded pay (Cash Balance) – sum of the following updated one year according to the salary increase assumption:

(i) 2025 base salary
(ii) 15% increase for overtime eligible employees and a target bonus percent increase for incentive-eligible employees

Administrative expenses Expected return of assets is net of expenses paid by the trust.

Timing of benefit payments None.

Assumptions Rationale - Significant Economic Assumptions

Methods

Service cost and projected benefit obligation	Projected unit credit
Market-related value of assets	The market value on the valuation date less the following percentages of prior years' investment gains and losses: • 80% of the prior year • 60% of the second prior year • 40% of the third prior year • 20% of the fourth prior year The investment gain or loss is calculated each year by: • Rolling forward the prior year's fair value of assets with actual contributions, benefit payments and expected return on investments using the long-term yield assumption • Comparing the actual fair value of assets to the expected value calculated above.
Benefits not valued	All benefits were valued except the following (all of which, individually and in aggregate, are insignificant to the valuation): • Any liabilities that may be reinstated in the event of reemployment • The alternate benefit formula for members who did not elect to withdraw their employee contributions • Any liabilities relating to members' unwithdrawn employee contributions • Liabilities related to special benefits as a result of termination due to restructuring or downsizing

Data Sources

WTW used participant and asset data as of January 1, 2025, supplied by Telus Health, the third-party administrator for AEP. The Company provided target bonus information and overtime eligibility data. Data were reviewed for reasonableness and consistency, but no audit was performed. Based on discussions with the plan sponsor, assumptions or estimates were made when data were not available, and the data was adjusted to reflect any significant events that occurred between the date the data was collected and the measurement date. We are not aware of any errors or omissions in the data that would have a significant effect on the results of our calculations.

The Company also provided the amounts recognized in accumulated other comprehensive income as of the end of the December 31, 2024 fiscal year and amounts recognized in other comprehensive income during the December 31, 2024 fiscal year.

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Discount rate	As required by U.S. GAAP, the discount rate methodology was chosen by the plan sponsor based on market information on the measurement date. The rate derived from market information is rounded to 5 basis points. Based on WTW's interest rate model, BOND:Link, that uses current (as of the measurement date), high quality (rated AA and above) corporate bonds to determine discount rates, we believe the discount rate chosen does not significantly conflict with what would be reasonable.
Expected return on plan assets	We understand that the expected return on assets assumption reflects the plan sponsor's estimate of future experience for trust asset returns, reflecting the plan's current asset allocation and any expected changes during the current plan year, current market conditions and the plan sponsor's expectations for future market conditions. Therefore, we believe the expected return on plan assets chosen does not significantly conflict with what would be reasonable.
Cash balance interest crediting rate	The plan credits interest to cash balance accounts using the 30-year Treasury rate for the November of the preceding year with a minimum rate of 4.00%. After examining historical variability in this rate and considering the increase in interest crediting expected to be caused by the minimum interest credit, we believe that the selected assumption does not significantly conflict with what would be reasonable based on market conditions at the measurement date. The rate chosen is based on the Qualified Plan's discount rate as of the measurement date, offset by the historical difference in high-quality corporate bond rates and long-term treasuries. These historical differences inform expected future differences. The rate chosen takes into considerations the minimum interest credit.
Conversion rate for lump sums and annuities	The plan uses IRC 417(e)(3) as its basis to convert between lump sums and annuities. Because the 417(e)(3) interest rates are based on corporate bond yields, the assumption is based on the plan sponsor's long-term expectations of yields on high-quality corporate bonds. We believe that the selected assumption does not significantly conflict with what would be reasonable based on market conditions at the measurement date.
Rate of increase in compensation	Rates of increase in compensation were based on an experience study conducted in 2024, with annual consideration of whether any conditions have changed that would be expected to produce different results in the future. Therefore, we believe this assumption does not significantly conflict with what would be reasonable.

Assumptions Rationale - Significant Demographic Assumptions

Mortality	Assumptions were selected by the plan sponsor and as required by U.S. GAAP, represent a best estimate of future experience. Therefore, we believe this assumption does not significantly conflict with what would be reasonable.
Termination	Termination rates are based on an experience study conducted in 2024, with annual consideration of whether any conditions have changed that would be expected to produce different results in the future. Assumed termination rates differ by service because of observed decreases in termination rates as employees attained additional years of service. Therefore, we believe this assumption does not significantly conflict with what would be reasonable.
Retirement	Retirement rates were based on an experience study conducted in 2024, with consideration of whether any conditions have changed that would be expected to produce different results in the future. Therefore, we believe this assumption does not significantly conflict with what would be reasonable.
Form of payment	Rates at which retirees elect lump sums versus annuities are based on an experience study conducted in 2024, with annual consideration of whether any conditions have changed that would be expected to produce different results in the future. Therefore, we believe this assumption does not significantly conflict with what would be reasonable.

Source of Prescribed Methods

Accounting methods	The methods used for accounting purposes as described in Appendix A, including the method of determining the market-related value of plan assets, are “prescribed methods set by another party”, as defined in the actuarial standards of practice (ASOPs). As required by U.S. GAAP, these methods were selected by the plan sponsor.

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Changes in Assumptions and Methods

Change in assumptions since prior valuation	The discount rate increased to 5.65% (5.15% for the first 10 months of 2024, 5.35% for the last 2 months of 2024). The lump sum conversion rate for accounting purposes increased to 5.35% (4.67% for the first 10 months of 2024, 5.07% for the last 2 months of 2024). The expected long-term rate of return on plan assets decreased to 7.00% (7.25% for the first 10 months of 2024, 7.50% for the last 2 months of 2024). The cash balance interest crediting rate increased to 4.55% (4.00% for the first 10 months of 2024, 4.25% for the last 2 months of 2024). The annual rate of increase for statutory limits on compensation decreased from 2.50% to 2.25%. An updated experience study was performed in 2024 and as a result the following assumptions were updated: assumed rates of termination, assumed rates of retirement, rates of compensation increase, and form of payment. The mortality used to convert to 417(e) based forms of payment was updated to PPA 2025 optional combined mortality with static projection to commencement using 2025 IRS adjusted scale MP-2021.
Change in methods since prior valuation	None.

Model Descriptions and Disclosures (in accordance with ASOP No. 56)

Quantify	Quantify is the WTW centrally developed, tested and maintained Global actuarial valuation system. It is used to perform valuations of clients' benefit plans. Quantify provides the ability to process data, calculate benefits and value benefit liabilities, develop results using applicable standards, and generate client reports. Quantify parameters provide significant flexibility to model populations and plan designs. Various demographic, economic and benefit related assumptions exist for users to model multiple demographic and economic situations. Plan liabilities are calculated based on standard actuarial techniques, developing actuarially reasonable results using the population and

parameters entered. The calculation and presentation of liabilities in Quantify relies on the assumptions used and the reasonability of the assumptions selected.

Quantify incorporates standard liability methodologies that are intended to reasonably reflect a variety of economic or demographic conditions. The model itself does not evaluate any assumptions entered for reasonableness, consistency or probability of occurrence.

Quantify is designed specifically for these purposes, and we know of no material limitations that would prevent the system from being suitable for these intended purposes. The actuaries signing this report have relied on the actuaries who develop, test and maintain this system, and have also performed a limited review of results to ensure that system parameters have been set appropriately and plan provisions coded correctly.

BOND:Link

U.S. BOND:Link is a methodology to assist with the selection of discount rates used in liability and cost measurements related to employee benefit plans. Discount rates are derived by identifying a theoretical settlement portfolio of high-quality corporate bonds sufficient to provide for a plan's projected benefit payments. The single interest rate is then determined that results in a discounted value of the plan's benefit payments that equals the market value of the selected bond portfolio.

Updated BOND:Link models are developed monthly as of the last day of the month. The construction of a BOND:Link model relies on bond data collected as of the measurement date. Parameters provide the user the ability to control aspects of the model. The model output allows the user to see the effects of those parameters.

Information regarding quoted bond prices, yields and other bond related data is from Bloomberg Finance L.P.

Published demographic tables

Certain demographic tables described above are standard published tables or are based on standard published tables from models developed by organizations with the requisite expertise

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Appendix B1: Summary of principal plan provisions covered by the former East Retirement Plan

Plan Provisions

Effective date	May 1, 1955. Plan was amended and restated for amendments through December 31, 2019.
Recent amendments	The last amendment affecting the actuarial obligations was executed on October 31, 2024.
Covered employees	Employees become Members of the Plan on the first day of the month following completion of one year of service.
Participation date	Date of becoming a covered employee.

Definitions

Grandfathered employee	If, on December 31, 2000, either: – Participating in AEP System Retirement Plan, or – In one-year waiting period for AEP System Retirement Plan participation.
Vesting service	A period of time from employment date to termination date and, in general, includes periods of severance that are not in the excess of 12 months.
Accredited service	Elapsed time from date of hire (from benefit service start date).
Cash balance pay	Pay received during the year, including base pay, overtime, shift differential/Sunday premium pay and incentive pay, subject to IRS limits.
Covered compensation amount	The average of the Social Security taxable wage based during the 35-year period including the year in which the participant retires, dies, becomes disabled or otherwise terminates employment. This monthly average is calculated to the next lower or equal whole dollar amount and is then rounded to nearest $50.
Final average pay	Average of the highest 36-consecutive months of base pay out of the last 120 months of employment, subject to IRS limits.
Normal retirement date (NRD)	The first day of the calendar month whose first day is nearest the later of the member's 65th birthday or the completion of five years of Vesting Service.
Cash balance account	Recordkeeping account to which annual Interest Credits and annual Company Credits are credited. The cash balance account is updated at the end of each plan year and is equal to:

	Cash Balance Account as of the end of the prior plan year + Interest Credits + Company Credits
Cash balance benefit	Cash Balance Account converted to a monthly annuity
Opening balance	For those participating in or eligible for the AEP System Retirement Plan on December 31, 2000, opening balance is calculated as follows: • Present value of monthly normal retirement benefit determined as of December 31, 2000, and payable at age 65 (or current age if older) – Present value determined based on 5.78% interest and IRS regulated mortality (GAM83 Unisex) data for lump sums (postretirement only) Plus • Credit for early retirement subsidy for monthly payments beginning at age 62 (or current age if older) Plus • Transition credit based on age, service and pay received in 2000 (see “Company Credits” for credit percentages) – Age and service based on completed whole years as of December 31, 2000. For employees hired on or after January 1, 2001, opening balance is $0.
Interest credits	Interest credits are applied to beginning of year account balance on December 31 each year. Based on the average 30-year Treasury Bond rate for November of the previous year. Minimum of 4%.
Company credits	Applied to account balance on December 31 or termination date if earlier. Amount is a percentage of eligible pay received during the year, based on age plus years of Vesting Service (age and service in completed whole years as of December 31). Effective January 1, 2021 (and further updated in 2024), the plan was amended to not provide the Company Credit on salary paid prior to an employee becoming a participant in the plan, beginning with employees hired on or after August 2, 2023

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	Age Plus Years of Service	*Annual Company Credit*
	Less than 30	3.0%
	30 – 39	3.5%
	40 – 49	4.5%
	50 – 59	5.5%
	60 – 69	7.0%
	70+	8.5%

Monthly grandfathered benefit

Sum of (1), (2) and (3):

(1) 1.10% of Final Average Pay x Accredited Service up to 35 years

(2) 0.50% of Final Average Pay Less Covered Compensation x Accredited Service up to 35 years

(3) 1.33% of Final Average Pay x Accredited Service between 35 and 45 years

Accruals for the grandfathered benefit ceased on December 31, 2010.

Long-term disability and paid leaves

Participants do not receive company credits while on long-term disability. Vesting service continues.

Unpaid leave

No compensation for annual Company Credit. Vesting service continues.

Eligibility for Benefits

Normal retirement

All members at or after their Normal Retirement Date.

Early retirement

Any time after attainment of age 55 and completion of five years of vesting. Applicable only to grandfathered benefits.

Postponed retirement

Retirement after Normal Retirement Date.

Vested termination

All members who terminate employment after completion of three years of Vesting Service, or upon death.

Disability

All members who are unable to work at own occupation solely because of sickness or injury for the first 24 months of disability. After 24 months of disability, the participant is eligible if unable to work at any gainful occupation for which the participant may be able, or may reasonably become qualified by education, training or experience, to perform.

Surviving spouse

The surviving spouse of a Grandfathered Member who retired or is eligible to retire on Normal or Early Retirement and who was married to that spouse for the year preceding commencement and whose grandfathered benefit exceeds his or her Cash Balance Benefit.

Preretirement death

Beneficiary of deceased member.

Benefits Paid Upon the Following Events

Normal retirement	For Grandfathered Employees, the better of the monthly grandfathered benefit or the Cash Balance Benefit determined as of Normal Retirement Date. For all other employees, the Cash Balance Benefit determined as of Normal Retirement Date.
Early retirement	For Grandfathered Employees, the better of: (1) The monthly grandfathered retirement benefit reduced by 3% per year for each year commencement precedes age 62, and (2) The Cash Balance Benefit determined as of the Early Retirement Date. For all other employees, the Cash Balance Benefit determined as of the Early Retirement Date.
Deferred vested retirement	The accrued Normal Retirement Benefit (better of Cash Balance and Grandfathered Benefits, if eligible), payable at Normal Retirement Date or actuarially reduced and payable at any age.
Disability	The greater of (1) or (2): (1) Accrued Grandfathered Retirement Benefit reduced as in the Early Retirement Benefit. If retirement occurs prior to age 55, the benefit is further reduced actuarially from age 55. The Disability Retirement Benefit will reflect Accredited Service that accrued (at most recent rate of base earnings) to a member while receiving benefits under the Company's LTD plan. (2) The Cash Balance Benefit with continued Company Credits while disabled. Benefit (1) applies for Grandfathered Employees only.
Preretirement death	Better of (1) or (2): (1) The grandfathered monthly benefit as if the employee commenced a 60% qualified joint and survivor benefit at his earliest retirement date (2) Annuity equivalent of Cash Balance account or the cash balance account. Benefit (1) applies for a Grandfathered Employee whose beneficiary is his or her spouse.
Surviving spouse benefits	A benefit payable for life equal to 30% of the single life annuity payable to the grandfathered member. The spouse's benefit is actuarially reduced for each year by which the spouse is more than ten years younger than the member. Payable to Grandfathered Employees only.

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Other Plan Provisions

Forms of payment

- Grandfathered employees

  The following are available for Grandfathered Employees for both the Grandfathered Benefit and the Cash Balance Benefit:

  - Full lump sum payment.
  - Combination of partial lump sum (25%, 50% or 75% of full lump sum) with remainder paid as a monthly benefit (see below).
  - Monthly payment:
    - Single life annuity.
    - Optional joint annuities (spouse or other beneficiary).
      - Available in 40%, 50%, 60%, 75%, 100%.
      - Can elect pop-up and/or level income options.
    - Automatic company-paid 30% surviving spouse annuity included in Grandfathered Benefit annuity if terminate on or after age 55 and married at least one year. Cash Balance Benefit is actuarially reduced for this feature.

  A one-time option to elect a lump sum of the accrued benefit for terminated vested participants whose benefit was determined in no way by reference to either the AEP or CSW cash balance formulas was offered during the period from May 1, 2012 through June 30, 2012. Participants eligible for the window were also permitted to elect any of the other optional forms of payment generally applicable to such a participant under the normal terms of the plan document. Any participant who elected to commence benefits under this window, regardless of lump sum or annuity election, had a benefit commencement date of August 1, 2012.

- Employees hired on or after January 1, 2001

  The following are available for those hired on or after January 1, 2001:

  - Full lump sum payment.
  - Combination of partial lump sum (25%, 50% or 75% of full lump sum) with remainder paid as a monthly benefit (see below).
  - Monthly payment:
    - Single life annuity.
    - Joint annuities (spouse or other beneficiary).
      - Available in 50%, 75%, 100%.

Form of payment conversion for non-417(e) covered conversions	
• Cash balance	7.50% interest and the applicable 417(e) Mortality Table.
• Grandfathered benefit	7.50% interest and the 1974 George B. Buck Mortality Table.
Pension Increases	None.
Plan participants' contributions	Prior to January 1, 1978, employee contributions were required as a condition of Membership. In May and June of 1981, Members were permitted an election to withdraw those contributions. Those who did not elect to withdraw have retirement benefits based on a formula that differs from the formulas previously described in this section. However, the number of nonelecting Members is so small that special plan provisions for that group have not been included in this summary.
Maximum on benefits and pay	All benefits and pay for any calendar year may not exceed the maximum limitations for that year as defined in the Internal Revenue Code. The plan provides for increasing the dollar limits automatically as such changes become effective. Increases in the dollar limits are assumed for determining pension cost but not for determining contributions.
Benefits not valued	A small portion of the population made employee contributions to the plan. Because the amount of these contributions is not material to the plan, they are not part of the valuation. Participants who were employees of Columbus Southern Power (CSP) at the time AEP acquired that company have a frozen benefit under the CSP benefit formula at December 31, 1986. Benefits for these participants are the greater of an all-service AEP benefit and a two-part benefit consisting of the frozen CSP benefit plus an AEP benefit accrued from January 1, 1987. Because this applies to a small portion of the population and the CSP frozen benefit is not often the greater benefit for these participants, this benefit is not valued.
Plan status	Ongoing.

Future Plan Changes

WTW is not aware of any future plan changes that are required to be reflected.

Changes in Benefits Valued Since Prior Year

None.

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Appendix B2: Summary of plan provisions covered by the former West Retirement Plan

Plan Provisions	
Effective date	January 1940. Amended and restated effective January 1, 2017.
Recent amendments	Plan was merged with and into the American Electric Power System Retirement Plan. The last amendment affecting the actuarial obligations was executed on October 31, 2024.
Covered employees	All full-time employees of a Participating Company employed by CSW before January 1, 2001, and not covered by a union (that has not bargained for coverage) or another pension plan provided by AEP. Part-time employees of the Company had to work more than 1,000 hours in the first anniversary year or subsequent calendar years.
Participation date	Date of becoming a covered employee
Definitions	
Grandfathered employee	Employees who were at least age 50 with ten years of vesting service of July 1, 1997.
Vesting service	All service from date of hire in completed years.
Credited service	The aggregate of: For the period prior to January 1, 1976: (1) The number of full years in the last continuous period that employee was a participant after June 30, 1970, plus (2) Credited service under any prior plan if service extended to July 1, 1970. For the period beginning on or after January 1, 1976, the number of full years of service.
Cash balance pay	Pay received during the year, including base pay, overtime, shift differential/Sunday premium pay and incentive pay, subject to IRS limits
Final average pay	Highest average annual earnings (base pay only) during any 36 consecutive months in the 120 months before retirement. Any changes in earnings within the last three months before retirement will not be taken into account.
Normal retirement date (NRD)	The first day of the calendar month on or following the member's 65th birthday.

Cash balance account

Recordkeeping account to which annual interest credits and annual company credits are credited. The cash balance account is updated at the end of each plan year and is equal to:

Cash Balance Account as of the
end of the prior plan year
+
Interest Credits
+
Company Credits

Cash balance benefit

Cash Balance Account converted to a monthly annuity

Interest credits

Interest credits are applied to beginning of year account balance on December 31 each year.

Based on the average 30-year Treasury Bond rate for November of the previous year.

Minimum of 4%.

Company credits

Applied to account balance on December 31 or termination date if earlier.

Amount is a percentage of eligible pay received during the year, based on age plus years of Vesting Service (age and service in completed whole years as of December 31).

Effective January 1, 2021 (and further updated in 2024), the plan was amended to not provide the Company Credit on salary paid prior to an employee becoming a participant in the plan, beginning with employees hired on or after August 2, 2023

Age Plus Years of Service	*Annual Company Credit*
Less than 30	3.0%
30 – 39	3.5%
40 – 49	4.5%
50 – 59	5.5%
60 – 69	7.0%
70+	8.5%

Monthly grandfathered benefit

Greater of (1) or (2) below with automatic cost of living adjustments upon retirement:

(1) Basic benefit — An annual amount equal to:

The aggregate of a participant's (a) earned benefit (if any) under any prior plan or acquired Company pension plan under which no election was made to receive a paid-up annuity; and (b) participant contributions without interest for the period commencing on or after July 1, 1970. For the period after September 1, 1980, participants will be deemed to have made contributions at the rate of 2% annually of the participant's annual rate of earnings as of January 1.

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	(2) Minimum benefit: 1-2/3% of final average annual earnings less 50% of participant's annual primary Social Security benefit times years of credited service up to 30 years.
Minimum benefits	The benefit payable will never be less than the frozen accrued benefit as of July 1, 1997, under the prior plan.
Primary Social Security benefit	The annual amount payable under the Social Security Act as amended in effect at the employee's date of retirement. The date as of which the amount is to be determined is: (1) In the case of an employee (including deferred vested employees) retiring on or after normal retirement date, normal retirement date. (2) In the case of an employee retiring prior to normal retirement date, the later of employee's 62nd birthday or actual retirement date. Early retirees and deferred vested employees are assumed to have no earnings after termination in determining the amount of this benefit.
Long-term disability and paid leaves	Participants do not receive company credits while on long-term disability. For the grandfathered formula, the final average pay will be determined as of the date on which the participant became disabled. Vesting service continues.
Unpaid leave	No compensation for annual compensation credit. Vesting service continues.

Eligibility for Benefits

Normal retirement	All members at or after their Normal Retirement Date
Early retirement	Any time after attainment of age 55 and completion of five years of vesting
Postponed retirement	Retirement after NRD.
Vested	The participant's cash balance account is 100% vested when any one of the following applies: (1) Three years of vesting service (2) Attainment of age 55 while an employee (3) Death prior to termination (4) Upon disability.
Disability	All participants who become permanently and totally disabled. Permanent and total disability is determined by reference to the LTD plan covering that participant.
Surviving spouse	The surviving spouse of a participant who retired or is eligible to retire on normal or early retirement.

Preretirement death Beneficiary of participant who dies after becoming vested.

Benefits Paid Upon the Following Events

Normal retirement Grandfathered employees must elect either the cash balance or the grandfathered formula. For purposes of this valuation, the employee is assumed to elect the formula with the higher present value. Employees with a prior plan frozen benefit get the better of the cash balance benefit and the prior plan frozen benefit. For all other employees, the Cash Balance Benefit is determined as of Normal Retirement Date.

Early retirement Greater of (1) if applicable or (2):

(1) The grandfathered accrued benefit and the prior plan frozen are payable subject to reduction according to the following schedule if payments commence prior to the normal retirement date.

Age at Retirement	*Percent of Benefit Payable*
64	100%
63	100%
62	100%
61	95%
60	90%
59	84%
58	78%
57	72%
56	66%
55	60%

(2) The Cash Balance Benefit determined as of the Early Retirement Date.

Deferred vested retirement Greater of (1) if applicable or (2):

(1) Grandfathered accrued benefit payable at age 65, or if earlier reduced 5% per year from age 65, 6% per year from age 60 and 7.5% per year compounded from age 55.

(2) Vested cash balance account.

Disability retirement The greatest of grandfathered accrued benefit, if eligible, based on projected service and frozen pay deferred to age 65, prior plan frozen benefit if eligible and cash balance account with continued pay credits.

Preretirement death If the beneficiary is the spouse and the participant is a grandfathered/protected plan participant, then:

(1) For an active participant who dies on or after 55th birthday but before retirement, a monthly benefit equal to 50% of the benefit accrued to the date of death without reduction for

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early retirement is payable immediately as a life annuity to a qualifying spouse.

(2) For an active participant who dies after completing five or more years of vesting service but before age 55, a deferred monthly benefit equal to 50% of the benefit accrued to the date of death reduced as for early retirement is payable as a life annuity to a qualifying spouse. Benefit commencement is deferred to when the deceased participant would have attained age 55.

(3) For a deferred vested participant who dies before benefits commence, a monthly benefit equal to 50% of the deferred vested benefit reduced for early commencement (as for deferred vesteds) is payable as a life annuity to a qualifying spouse. If death occurs before age 55, the benefit to the spouse is deferred to when the deceased participant would have attained age 55.

The spouse's benefit is actuarially reduced for each year by which the spouse is more than five years younger than the participant.

For all employees, the minimum benefit is the cash balance account immediate annuity, which is also payable if the beneficiary is not the participant's spouse.

Other Plan Provisions

Form of payment

The following are available for those participants who did not work an hour of service on or after January 1, 2003:

- Full lump sum payment.
- Monthly payment:
  - Single life annuity.
  - 50% joint annuity (spouse or other beneficiary).

A one-time option to elect a lump sum of the accrued benefit for terminated vested participants whose benefit was determined in no way by reference to either the AEP or CSW cash balance formulas was offered during the period from May 1, 2012 through June 30, 2012. Participants eligible for the window were also permitted to elect any of the other optional forms of payment generally applicable to such a participant under the normal terms of the plan document. Any participant who elected to commence benefits under this window, regardless of lump sum or annuity election, had a benefit commencement date of August 1, 2012.

The following are available for those participants who work an hour of service on or after January 1, 2003:

- Full lump sum payment.

	• Combination of partial lump sum (25%, 50% or 75% of full lump sum) with remainder paid as a monthly benefit (see below). • Monthly payment: – Single life annuity. – Joint annuities (spouse or other beneficiary). • Available in 50%, 75%, 100%.
Form of payment conversion for non-417(e) covered conversions	
• Cash balance	7.50% interest and the applicable 417(e) Mortality Table
• Grandfathered benefit	Factors as specified in Tables I, II, III and IV of Exhibit A to the American Electric Power System Retirement Plan document. 7.50% interest and the 1951 Group Annuity male mortality table to the extent not covered by Tables I, II, III and IV.
Pension Increases	None.
Member contributions	None.
Maximum on benefits and pay	All benefits and pay for any calendar year may not exceed the maximum limitations for that year as defined in the Internal Revenue Code. The plan provides for increasing the dollar limits automatically as such changes become effective. Increases in the dollar limits are assumed for determining pension cost but not for determining contributions.
Plan status	Continuing accruals. All new entrants to plan are covered under former East plan provision.

Future Plan Changes

WTW is not aware of any future plan changes that are required to be reflected.

Changes in Benefits Valued Since Prior Year

None.

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Appendix C : Results by Business Unit

AMERICAN ELECTRIC POWER
QUALIFIED RETIREMENT PLAN
SUMMARY OF PLAN PARTICIPANTS FOR THE 2025 VALUATION

Location	*Vested Actives*	*Non-Vested Actives*	*Total Actives*	*Retirees Receiving Benefits*	*Beneficiaries*	*Deferred Vesteds*	*Total Inactives*	*Total Participants*
140 Appalachian Power Co - Distribution	815	179	994	817	292	131	1,240	2,234
215 Appalachian Power Co - Generation	499	63	562	672	207	72	951	1,513
150 Appalachian Power Co - Transmission	11	7	18	97	29	3	129	147
Appalachian Power Co. - FERC	**1,325**	**249**	**1,574**	**1,586**	**528**	**206**	**2,320**	**3,894**
225 Cedar Coal Co	0	0	0	50	21	4	75	75
Appalachian Power Co. - SEC	**1,325**	**249**	**1,574**	**1,636**	**549**	**210**	**2,395**	**3,969**
211 AEP Texas Central Company - Distribution	816	149	965	631	212	215	1,058	2,023
147 AEP Texas Central Company - Generation	0	0	0	0	17	0	17	17
169 AEP Texas Central Company - Transmission	157	24	181	69	17	29	115	296
AEP Texas Central Co.	**973**	**173**	**1,146**	**700**	**246**	**244**	**1,190**	**2,336**
119 AEP Texas North Company - Distribution	203	54	257	120	49	58	227	484
166 AEP Texas North Company - Generation	0	0	0	56	35	14	105	105
192 AEP Texas North Company - Transmission	86	21	107	11	12	10	33	140
AEP Texas North Co.	0	0	0	0	0	0	0	0
AEP Texas	**1,262**	**248**	**1,510**	**887**	**342**	**326**	**1,555**	**3,065**
170 Indiana Michigan Power Co - Distribution	515	112	627	414	171	101	686	1,313
132 Indiana Michigan Power Co - Generation	130	25	155	247	74	61	382	537
190 Indiana Michigan Power Co - Nuclear	788	115	903	424	93	222	739	1,642
120 Indiana Michigan Power Co - Transmission	127	21	148	84	25	12	121	269
280 Ind Mich River Transp Lakin	90	10	100	80	38	50	168	268
Indiana Michigan Power Co. - SEC	**1,650**	**283**	**1,933**	**1,249**	**401**	**446**	**2,096**	**4,029**
110 Kentucky Power Co - Distribution	196	46	242	178	40	35	253	495
117 Kentucky Power Co - Generation	21	5	26	226	45	21	292	318
180 Kentucky Power Co - Transmission	3	0	3	9	2	2	13	16
Kentucky Power Co.	**220**	**51**	**271**	**413**	**87**	**58**	**558**	**829**
250 Ohio Power Co - Distribution	1,313	219	1,532	1,153	450	240	1,843	3,375
160 Ohio Power Co - Transmission	34	12	46	138	63	10	211	257
Ohio Power Co.	**1,347**	**231**	**1,578**	**1,291**	**513**	**250**	**2,054**	**3,632**
167 Public Service Co of Oklahoma - Distribution	547	90	637	280	122	137	539	1,176
198 Public Service Co of Oklahoma - Generation	193	36	229	102	42	59	203	432
114 Public Service Co of Oklahoma - Transmission	90	24	114	36	8	29	73	187
Public Service Co. of Oklahoma	**830**	**150**	**980**	**418**	**172**	**225**	**815**	**1,795**
159 Southwestern Electric Power Co - Distribution	405	73	478	114	56	61	231	709
168 Southwestern Electric Power Co - Generation	397	38	435	148	62	45	255	690
161 Southwestern Electric Power Co - Texas - Distribution	181	30	211	63	31	38	132	343
111 Southwestern Electric Power Co - Texas - Transmissic	0	0	0	0	0	0	0	0
194 Southwestern Electric Power Co - Transmission	111	17	128	22	11	15	48	176
Southwestern Electric Power Co.	**1,094**	**158**	**1,252**	**347**	**160**	**159**	**666**	**1,918**
230 Kingsport Power Co - Distribution	40	7	47	36	10	2	48	95
260 Kingsport Power Co - Transmission	0	0	0	8	2	1	11	11
Kingsport Power Co.	**40**	**7**	**47**	**44**	**12**	**3**	**59**	**106**
210 Wheeling Power Co - Distribution	35	8	43	38	19	9	66	109
200 Wheeling Power Co - Transmission	0	0	0	0	1	0	1	1
413 Wheeling Power Co - Generation	139	38	177	7	4	11	22	199
Wheeling Power Co.	**174**	**46**	**220**	**45**	**24**	**20**	**89**	**309**
103 AQerican Electric Power Service Corporation	4,596	1,016	5,612	2,952	508	1,501	4,961	10,573
293 Elmwood	0	0	0	9	1	16	26	26
292 AEP River Operations LLC	0	0	0	39	5	153	197	197
AQerican Electric Power Service Corp	**4,596**	**1,016**	**5,612**	**3,000**	**514**	**1,670**	**5,184**	**10,796**
270 Cook Coal Terminal	8	6	14	13	2	8	23	37
AEP Generating Company	**8**	**6**	**14**	**13**	**2**	**8**	**23**	**37**
104 Cardinal Operating Company	1	0	1	200	54	67	321	322
181 Ohio Power Co - Generation	2	0	2	904	336	124	1,364	1,366
AEP Generation Resources - FERC	**3**	**0**	**3**	**1,104**	**390**	**191**	**1,685**	**1,688**
290 Conesville Coal Preparation Company	0	0	0	8	2	1	11	11
AEP Generation Resources - SEC	**3**	**0**	**3**	**1,112**	**392**	**192**	**1,696**	**1,699**
102 AEP Energy Supply LLC	1	0	1	0	0	26	26	27
175 CSW Energy, Inc.	37	1	38	0	0	1	1	39
400 AEP Energy Partners	131	41	172	10	2	65	77	249
AEP Energy Supply	**172**	**42**	**214**	**1,122**	**394**	**284**	**1,800**	**2,014**
143 AEP Pro Serv, Inc.	0	0	0	1	0	2	3	3
AEP Pro Serv, Inc.	**0**	**0**	**0**	**1**	**0**	**2**	**3**	**3**
245 Dolet Hills	11	1	12	9	0	25	34	46
Dolet Hills	**11**	**1**	**12**	**9**	**0**	**25**	**34**	**46**
Total	**12,729**	**2,488**	**15,217**	**10,475**	**3,170**	**3,686**	**17,331**	**32,548**

AMERICAN ELECTRIC POWER - QUALIFIED RETIREMENT PLAN
SUMMARY OF ASC 715-30 VALUATION RESULTS AS OF JANUARY 1, 2025

Location	Valuation Earnings	Market-Related Value of Assets	Fair Value of Assets	Accumulated Benefit Obligation	Projected Benefit Obligation	January 1, 2025 Pre-Tax AOCI
140 Appalachian Power Co - Distribution	$118,418,695	$280,357,012	$245,197,204	$228,863,194	$240,517,038	68,800,560
215 Appalachian Power Co - Generation	68,526,819	263,074,193	230,081,837	191,311,350	198,785,265	31,008,497
150 Appalachian Power Co - Transmission	1,604,846	13,271,055	11,606,721	17,689,341	17,797,270	12,122,922
Appalachian Power Co. - FERC	**$188,550,360**	**$556,702,260**	**$486,885,762**	**$437,863,885**	**$457,099,573**	**$111,931,979**
225 Cedar Coal Co	0	5,517,536	4,825,577	1,239,924	1,239,924	2,185,690
Appalachian Power Co. - SEC	**$188,550,360**	**$562,219,796**	**$491,711,339**	**$439,103,809**	**$458,339,497**	**$114,117,669**
211 AEP Texas Central Company - Distribution	116,144,120	214,496,854	187,596,623	207,176,345	220,232,263	130,369,517
147 AEP Texas Central Company - Generation	0	16,617,471	14,533,460	1,065,577	1,065,577	(9,463,767)
169 AEP Texas Central Company - Transmission	23,156,839	20,420,884	17,859,884	27,890,798	30,605,398	21,426,889
AEP Texas Central Co.	**$139,300,959**	**$251,535,209**	**$219,989,967**	**$236,132,720**	**$251,903,238**	**$142,332,639**
119 AEP Texas North Company - Distribution	31,026,640	43,839,111	38,341,211	47,350,188	50,476,256	31,289,736
166 AEP Texas North Company - Generation	0	27,358,783	23,927,695	9,689,322	9,689,322	12,730,865
192 AEP Texas North Company - Transmission	13,692,022	9,362,505	8,188,345	10,280,624	11,851,759	3,218,448
AEP Texas North Co.	**$44,718,662**	**$80,560,399**	**$70,457,251**	**$67,320,134**	**$72,017,337**	**$47,239,049**
AEP Texas	**$184,019,621**	**$332,095,608**	**$290,447,218**	**$303,452,854**	**$323,920,575**	**$189,571,688**
170 Indiana Michigan Power Co - Distribution	76,191,934	153,530,235	134,275,879	109,725,994	117,700,953	19,993,358
132 Indiana Michigan Power Co - Generation	18,967,153	109,724,231	95,963,623	58,200,936	59,785,908	(9,968,403)
190 Indiana Michigan Power Co - Nuclear	129,917,716	247,426,890	216,396,876	204,709,336	217,547,165	(3,407,968)
120 Indiana Michigan Power Co - Transmission	19,760,166	30,637,199	26,794,962	26,364,903	28,802,778	4,393,444
280 Ind Mich River Transp Lakin	11,948,299	37,148,226	32,489,436	23,517,707	24,883,758	(3,370,254)
Indiana Michigan Power Co. - SEC	**$256,785,268**	**$578,466,781**	**$505,920,776**	**$422,518,876**	**$448,720,562**	**$7,640,177**
110 Kentucky Power Co - Distribution	29,386,485	57,367,485	50,172,980	58,304,357	60,978,034	16,190,842
117 Kentucky Power Co - Generation	3,073,426	68,242,931	59,684,527	51,280,223	51,665,393	532,317
180 Kentucky Power Co - Transmission	304,335	407,832	356,685	2,161,738	2,170,906	2,043,185
Kentucky Power Co.	**$32,764,246**	**$126,018,248**	**$110,214,192**	**$111,746,318**	**$114,814,333**	**$18,766,344**
250 Ohio Power Co - Distribution	189,679,787	403,531,541	352,924,311	301,698,360	325,398,948	116,222,621
160 Ohio Power Co - Transmission	4,689,524	33,967,671	29,707,757	26,323,490	26,817,842	24,361,429
Ohio Power Co.	**$194,369,311**	**$437,499,212**	**$382,632,068**	**$328,021,850**	**$352,216,790**	**$140,584,050**
167 Public Service Co of Oklahoma - Distribution	81,757,750	140,819,385	123,159,107	114,716,204	124,558,101	47,599,794
198 Public Service Co of Oklahoma - Generation	29,864,542	69,906,044	61,139,068	45,703,334	48,761,143	3,905,342
114 Public Service Co of Oklahoma - Transmission	14,885,692	19,190,253	16,783,587	14,055,533	15,686,040	902,534
Public Service Co. of Oklahoma	**126,507,984**	**229,915,682**	**201,081,762**	**174,475,071**	**189,005,284**	**52,407,670**
159 Southwestern Electric Power Co - Distribution	60,150,743	81,959,333	71,680,744	79,647,040	86,583,675	36,201,742
168 Southwestern Electric Power Co - Generation	55,239,868	81,694,166	71,448,832	86,336,292	92,029,197	31,038,175
161 Southwestern Electric Power Co - Texas - Distribution	26,430,182	35,924,893	31,419,522	31,553,872	34,526,217	13,991,014
111 Southwestern Electric Power Co - Texas - Transmission	0	0	0	0	0	831,581
194 Southwestern Electric Power Co - Transmission	17,231,874	19,010,232	16,626,143	12,726,558	15,240,162	(441,327)
Southwestern Electric Power Co.	**$159,052,667**	**$218,588,624**	**$191,175,241**	**$210,263,762**	**$228,379,251**	**$81,621,185**
230 Kingsport Power Co - Distribution	5,258,747	11,974,519	10,472,784	10,446,539	10,940,896	3,084,743
260 Kingsport Power Co - Transmission	0	819,626	716,836	1,327,676	1,327,676	1,257,271
Kingsport Power Co.	**$5,258,747**	**$12,794,145**	**$11,189,620**	**$11,774,215**	**$12,268,572**	**$4,342,014**
210 Wheeling Power Co - Distribution	5,129,058	14,911,925	13,041,808	9,765,666	10,356,581	3,303,550
200 Wheeling Power Co - Transmission	0	839,090	733,859	16,498	16,498	393,858
413 Wheeling Power Co - Generation	22,058,711	43,327,285	37,893,574	20,755,503	22,876,039	11,621,178
Wheeling Power Co.	**$27,187,769**	**$59,078,300**	**$51,669,241**	**$30,537,667**	**$33,249,118**	**$15,318,586**
103 American Electric Power Service Corporation	772,785,004	1,065,315,107	931,713,044	1,345,264,634	1,433,062,033	494,025,737
293 Elmwood	0	6,988,436	6,112,011	835,795	835,795	(3,099,826)
292 AEP River Operations LLC	0	59,020,302	51,618,517	9,551,515	9,551,515	(24,814,881)
American Electric Power Service Corp	**$772,785,004**	**$1,131,323,845**	**$989,443,572**	**$1,355,651,944**	**$1,443,449,343**	**$466,111,030**
270 Cook Coal Terminal	1,557,046	4,436,873	3,880,441	2,451,045	2,522,058	(732,920)
AEP Generating Company	**$1,557,046**	**$4,436,873**	**$3,880,441**	**$2,451,045**	**$2,522,058**	**($732,920)**
104 Cardinal Operating Company	45,868	104,318,204	91,235,570	45,506,185	45,524,954	(33,271,305)
181 Ohio Power Co - Generation	111,395	380,300,289	332,606,510	143,389,501	143,389,501	71,364,231
AEP Generation Resources - FERC	**$157,263**	**$484,618,493**	**$423,842,080**	**$188,895,686**	**$188,914,455**	**$38,092,926**
290 Conesville Coal Preparation Company	0	4,967,454	4,344,481	1,659,439	1,659,439	86,375
AEP Generation Resources - SEC	**$157,263**	**$489,585,947**	**$428,186,561**	**$190,555,125**	**$190,573,894**	**$38,179,301**
102 Onsite Partners	93,310	1,170,082	1,023,341	1,369,268	1,388,646	(276,426)
175 AEP Energy Partners	7,743,052	8,189,880	7,162,781	7,303,348	8,461,717	(986,629)
400 AEP Energy	19,449,963	2,857,996	2,499,572	11,033,843	13,274,796	5,814,244
AEP Energy Supply	**$27,443,588**	**$501,803,905**	**$438,872,255**	**$210,261,584**	**$213,699,053**	**$42,730,490**
143 AEP Pro Serv, Inc.	0	1,020,081	892,151	913,911	913,911	(10,154)
AEP Pro Serv, Inc.	**$0**	**$1,020,081**	**$892,151**	**$913,911**	**$913,911**	**($10,154)**
245 Dolet Hills	1,182,411	4,063,739	3,554,102	1,890,225	1,951,192	(4,896,431)
Dolet Hills	**$1,182,411**	**$4,063,739**	**$3,554,102**	**$1,890,225**	**$1,951,192**	**($4,896,431)**
Total	**$1,977,464,022**	**$4,199,324,839**	**$3,672,683,978**	**$3,603,063,131**	**$3,823,449,539**	**$1,127,571,398**
Total without Dolet Hills	**$1,976,281,611**	**$4,195,261,100**	**$3,669,129,876**	**$3,601,172,906**	**$3,821,498,347**	**$1,132,467,829**

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AMERICAN ELECTRIC POWER
QUALIFIED PENSION PLAN
2025 NET PERIODIC PENSION COST

Location	Service Cost	Interest Cost	Expected Return on Assets	"Other" Cost Amortizations PSC	"Other" Cost Amortizations (G)/L	Total "Other" Cost	Net Periodic Pension Cost
140 Appalachian Power Co - Distribution	5,666,644	13,099,990	(18,780,851)	0	936,460	(4,744,401)	922,243
215 Appalachian Power Co - Generation	3,456,347	10,835,461	(17,623,092)	0	773,976	(6,013,655)	(2,557,308)
150 Appalachian Power Co - Transmission	69,881	952,517	(889,015)	0	69,294	132,796	202,677
Appalachian Power Co. - FERC	**$9,192,872**	**$24,887,968**	**($37,292,958)**	**$0**	**$1,779,730**	**($10,625,260)**	**($1,432,388)**
225 Cedar Coal Co	0	65,674	(369,615)	0	4,828	(299,113)	(299,113)
Appalachian Power Co. - SEC	**$9,192,872**	**$24,953,642**	**($37,662,573)**	**$0**	**$1,784,558**	**($10,924,373)**	**($1,731,501)**
211 AEP Texas Central Company - Distribution	5,578,364	11,888,538	(14,368,942)	0	857,480	(1,622,924)	3,955,440
147 AEP Texas Central Company - Generation	0	55,615	(1,113,189)	0	4,149	(1,053,425)	(1,053,425)
169 AEP Texas Central Company - Transmission	1,087,016	1,693,493	(1,367,976)	0	119,163	444,680	1,531,696
AEP Texas Central Co.	**$6,665,380**	**$13,637,646**	**($16,850,107)**	**$0**	**$980,792**	**($2,231,669)**	**$4,433,711**
119 AEP Texas North Company - Distribution	1,465,066	2,720,332	(2,936,741)	0	196,531	(19,878)	1,445,188
166 AEP Texas North Company - Generation	0	511,219	(1,832,739)	0	37,726	(1,283,794)	(1,283,794)
192 AEP Texas North Company - Transmission	630,815	645,952	(627,185)	0	46,145	64,912	695,727
AEP Texas North Co.	**$2,095,881**	**$3,877,503**	**($5,396,665)**	**$0**	**$280,402**	**($1,238,760)**	**$857,121**
AEP Texas	**$8,761,261**	**$17,515,149**	**($22,246,772)**	**$0**	**$1,261,194**	**($3,470,429)**	**$5,290,832**
170 Indiana Michigan Power Co - Distribution	3,628,824	6,522,500	(10,284,845)	0	458,272	(3,304,073)	324,751
132 Indiana Michigan Power Co - Generation	970,998	3,247,600	(7,350,323)	0	232,778	(3,869,945)	(2,898,947)
190 Indiana Michigan Power Co - Nuclear	6,659,681	11,960,859	(16,574,894)	0	847,026	(3,767,009)	2,892,672
120 Indiana Michigan Power Co - Transmission	882,077	1,587,720	(2,052,357)	0	112,144	(352,493)	529,584
280 Ind Mich River Transp Lakin	444,619	1,343,145	(2,488,525)	0	96,886	(1,048,494)	(603,875)
Indiana Michigan Power Co. - SEC	**$12,586,199**	**$24,661,824**	**($38,750,944)**	**$0**	**$1,747,106**	**($12,342,014)**	**$244,185**
110 Kentucky Power Co - Distribution	1,386,323	3,351,164	(3,842,994)	0	237,420	(254,410)	1,131,913
117 Kentucky Power Co - Generation	141,746	2,777,278	(4,571,529)	0	201,161	(1,593,090)	(1,451,344)
180 Kentucky Power Co - Transmission	17,219	117,707	(27,320)	0	8,452	98,839	116,058
Kentucky Power Co.	**$1,545,288**	**$6,246,149**	**($8,441,843)**	**$0**	**$447,033**	**($1,748,661)**	**($203,373)**
250 Ohio Power Co - Distribution	8,861,002	17,944,136	(27,032,197)	0	1,266,950	(7,821,111)	1,039,891
160 Ohio Power Co - Transmission	205,530	1,439,953	(2,275,462)	0	104,416	(731,093)	(525,563)
Ohio Power Co.	**$9,066,532**	**$19,384,089**	**($29,307,659)**	**$0**	**$1,371,366**	**($8,552,204)**	**$514,328**
167 Public Service Co of Oklahoma - Distribution	3,842,759	6,706,225	(9,433,358)	0	484,970	(2,242,163)	1,600,596
198 Public Service Co of Oklahoma - Generation	1,442,883	2,636,374	(4,682,940)	0	189,853	(1,856,713)	(413,830)
114 Public Service Co of Oklahoma - Transmission	669,441	868,537	(1,285,537)	0	61,074	(355,926)	313,515
Public Service Co. of Oklahoma	**$5,955,083**	**$10,211,136**	**($15,401,835)**	**$0**	**$735,897**	**($4,454,802)**	**$1,500,281**
159 Southwestern Electric Power Co - Distribution	2,866,308	4,694,567	(5,490,378)	0	337,116	(458,695)	2,407,613
168 Southwestern Electric Power Co - Generation	2,751,154	4,981,570	(5,472,615)	0	358,318	(132,727)	2,618,427
161 Southwestern Electric Power Co - Texas - Distribution	1,244,972	1,884,137	(2,406,575)	0	134,429	(388,009)	856,963
111 Southwestern Electric Power Co - Texas - Transmission	0	0	0	0	0	0	0
194 Southwestern Electric Power Co - Transmission	751,570	872,026	(1,273,477)	0	59,338	(342,113)	409,457
Southwestern Electric Power Co.	**$7,614,004**	**$12,432,300**	**($14,643,045)**	**$0**	**$889,201**	**($1,321,544)**	**$6,292,460**
230 Kingsport Power Co - Distribution	255,112	604,838	(802,162)	0	42,599	(154,725)	100,387
260 Kingsport Power Co - Transmission	0	70,427	(54,906)	0	5,169	20,690	20,690
Kingsport Power Co.	**$255,112**	**$675,265**	**($857,068)**	**$0**	**$47,768**	**($134,035)**	**$121,077**
210 Wheeling Power Co - Distribution	242,632	559,331	(998,936)	0	40,324	(399,281)	(156,649)
200 Wheeling Power Co - Transmission	0	803	(56,210)	0	64	(55,343)	(55,343)
413 Wheeling Power Co - Generation	1,057,120	1,285,033	(2,902,454)	0	89,068	(1,528,353)	(471,233)
Wheeling Power Co.	**$1,299,752**	**$1,845,167**	**($3,957,600)**	**$0**	**$129,456**	**($1,982,977)**	**($683,225)**
103 American Electric Power Service Corporation	37,077,933	78,265,145	(71,364,451)	0	5,579,663	12,480,357	49,558,290
293 Elmwood	0	44,840	(468,149)	0	3,254	(420,055)	(420,055)
292 AEP River Operations LLC	0	466,738	(3,953,714)	0	37,189	(3,449,787)	(3,449,787)
American Electric Power Service Corp	**$37,077,933**	**$78,776,723**	**($75,786,314)**	**$0**	**$5,620,106**	**$8,610,515**	**$45,688,448**
270 Cook Coal Terminal	71,660	139,837	(297,222)	0	9,820	(147,565)	(75,905)
AEP Generating Company	**$71,660**	**$139,837**	**($297,222)**	**$0**	**$9,820**	**($147,565)**	**($75,905)**
104 Cardinal Operating Company	1,406	2,436,136	(6,988,178)	0	177,253	(4,374,789)	(4,373,383)
181 Ohio Power Co - Generation	0	7,629,582	(25,475,957)	0	558,291	(17,288,084)	(17,288,084)
AEP Generation Resources - FERC	**$1,406**	**$10,065,718**	**($32,464,135)**	**$0**	**$735,544**	**($21,662,873)**	**($21,661,467)**
290 Conesville Coal Preparation Company	0	89,725	(332,765)	0	6,461	(236,579)	(236,579)
AEP Generation Resources - SEC	**$1,406**	**$10,155,443**	**($32,796,900)**	**$0**	**$742,005**	**($21,899,452)**	**($21,898,046)**
102 Onsite Partners	4,753	70,727	(78,383)	0	5,407	(2,249)	2,504
175 AEP Energy Partners	388,556	492,748	(548,632)	0	32,946	(22,938)	365,618
400 AEP Energy	841,882	767,935	(191,454)	0	51,686	628,167	1,470,049
AEP Energy Supply	**$1,236,597**	**$11,486,853**	**($33,615,369)**	**$0**	**$832,044**	**($21,296,472)**	**($20,059,875)**
143 AEP Pro Serv, Inc.	0	49,485	(68,334)	0	3,558	(15,291)	(15,291)
AEP Pro Serv, Inc.	**$0**	**$49,485**	**($68,334)**	**$0**	**$3,558**	**($15,291)**	**($15,291)**
245 Dolet Hills	36,391	105,939	(272,226)	0	7,597	(158,690)	(122,299)
Dolet Hills	**$36,391**	**$105,939**	**($272,226)**	**$0**	**$7,597**	**($158,690)**	**($122,299)**
Total	**$94,698,684**	**$208,483,558**	**($281,308,804)**	**$0**	**$14,886,704**	**($57,938,542)**	**$36,760,142**
Total without Dolet Hills	**$94,662,293**	**$208,377,619**	**($281,036,578)**	**$0**	**$14,879,107**	**($57,779,852)**	**$36,882,441**

American Electric Power Excess Benefit Plan

Actuarial Valuation Report
Benefit Cost for Fiscal Year Beginning January 1, 2025 under US GAAP

June 2025

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Table of Contents

Purposes of valuation **1**
Section 1 : Summary of key results **3**
1.1 Benefit cost, plan assets & obligations *3*
1.2 Comments on results *4*
1.3 Basis for valuation *5*
Actuarial certification **7**
Section 2 : Accounting exhibits **11**
2.1 Balance sheet asset/(liability) *11*
2.2 Changes in plan obligations and assets *12*
2.3 Summary of net balances *13*
2.4 Summary and comparison of benefit cost and cash flows *14*
Section 3 : Participant data **15**
3.1 Summary of participant data *15*
Appendix A : Statement of actuarial assumptions, methods and data sources **17**
Appendix B : Summary of principal plan provisions **25**
Appendix C : Results by business unit **27**

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Purposes of valuation

American Electric Power Co. (the Company) engaged Willis Towers Watson US LLC (WTW) to value the Company's pension plan.

As requested by the Company, this report documents the results of an actuarial valuation of the American Electric Power Excess Benefit Plan (the Plan) as of January 1, 2025.

The primary purpose of this valuation is to determine the Net Periodic Benefit Cost/(Income) (Benefit Cost), in accordance with FASB Accounting Standards Codification Topic 715 (ASC 715) for the fiscal year ending December 31, 2025. It is anticipated that a separate report will be prepared for year-end financial reporting purposes.

Limitations

This valuation has been conducted for the purposes described above and may not be suitable for any other purpose. In particular, please note the following:

1. The expected contributions to the nonqualified plan were set equal to expected benefit payments for the current fiscal year.
2. There may be certain events that have occurred since the valuation date that are not reflected in the current valuation. See Subsequent events in the Basis for valuation section below for more information.

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Section 1 : Summary of key results

1.1 Benefit cost, plan assets & obligations

All monetary amounts shown in US Dollars

Fiscal Year Beginning		01/01/2025	01/01/2024
Benefit Cost/ (Income)	Net Periodic Benefit Cost/(Income)	5,409,814	5,357,760
	Benefit Cost/(Income) due to Special Events	0	3,294,433
	Total Benefit Cost/(Income)	5,409,814	8,652,193
Measurement Date		**01/01/2025**	**01/01/2024**
Plan Assets	Fair Value of Plan Assets (FVA)	0	0
Benefit Obligations	Accumulated Benefit Obligation (ABO)	(48,578,802)	(56,480,564)
	Projected Benefit Obligation (PBO)	(54,685,746)	(61,652,723)
Accumulated Other Comprehensive (Income)/Loss (Pre-tax)	Net Prior Service Cost/(Credit)	120,914	138,950
	Net Loss/(Gain)	22,453,232	24,067,869
	Total Accumulated Other Comprehensive (Income)/Loss (pre-tax)	22,574,146	24,206,819
Assumptions	Discount rate	5.60%	5.20%
	Expected Long-Term Rate of Return on Plan Assets	N/A	N/A
	Rate of Compensation Increase	Rates vary by age from 3.0% to 11.5%	Rates vary by age from 3.0% to 11.5%
	Cash Balance Interest Crediting Rate	4.55%	4.00%
Participant Data	Census Date	01/01/2025	01/01/2024

1.2 Comments on results

The actuarial gains/(losses) due to demographic experience, including any assumption changes during the prior year were $(3,123,609).

Change in net periodic cost and funded position

The net periodic cost increased from $5,357,760 in fiscal 2024 to $5,409,814 in fiscal 2025 and the funded position improved from $(61,652,723) to $(54,685,746).

All monetary amounts shown in US Dollars

	Net Periodic Benefit Cost
Prior year	5.4
Change due to:	
• Expected based on prior valuation and contributions during prior year	(0.5)
• Noninvestment experience different than assumed	0.2
• Investment experience greater or less than assumed	0
• Assumption changes	0.3
• Plan amendments	0
• Settlements, curtailments, certain termination benefits	0
• Acquisitions	0
• Method changes	0
• Changes in estimation techniques	0
Current year	5.4

Significant reasons for these changes include the following:

- A loss on the Projected Benefit Obligation and service cost due to incorporation of January 1, 2025 census data decreased the funded position and increased the net periodic cost.
- The following assumption changes were reflected but did not have a significant effect on the net periodic cost:
  - The discount rate increased 40 basis points compared to prior year.
  - The lump sum conversion rate was changed from 4.67% to 5.35%.
  - The cash balance account interest crediting rate assumption increased from 4.00% to 4.55%.
  - The lump sum mortality assmption was updated from the PPA 2024 optional combined mortality with static projection to commencement using MP-2021, to the PPA 2025 optional combined mortality with static projection to commencement using 2025 IRS adjusted scale MP-2021.
  - The assumed rates of termination, retirement, and compensation increase were updated based on an experience study performed in 2024.

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1.3 Basis for valuation

Appendix A summarizes the assumptions, methods and models used in the valuation. Appendix B summarizes our understanding of the principal provisions of the plan being valued. Both of these appendices include a summary of any changes since the prior valuation. Unless otherwise described below under Subsequent events, assumptions were selected based on information known as of the measurement date.

Subsequent events

As of the date of this report we are not aware of any subsequent events.

Additional information

None.

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Actuarial certification

This valuation has been conducted in accordance with generally accepted actuarial principles and practices. However, please note the information described below regarding this valuation.

Reliances

In preparing the results presented in this report, we have relied on information regarding plan provisions, participants, assets, and sponsor accounting policies and methods provided by the Company and other persons or organizations designated by the Company. See the Sources of Data and Other Information section of Appendix A for further details. We have relied on all the data and information provided as complete and accurate. We have reviewed this information for overall reasonableness and consistency, but have neither audited nor independently verified this information. Based on discussions with and concurrence by the plan sponsor, assumptions or estimates may have been made if data were not available. We are not aware of any errors or omissions in the data that would have a significant effect on the results of our calculations. The results presented in this report are directly dependent upon the accuracy and completeness of the underlying data and information. Any material inaccuracy in the data, assets, plan provisions or other information provided to us may have produced results that are not suitable for the purposes of this report and such inaccuracies, as corrected by the Company, may produce materially different results that could require that a revised report be issued.

Measurement of benefit obligations, plan assets and balance sheet adjustments

Census date/measurement date

The measurement date is January 1, 2025. The benefit obligations were measured as of January 1, 2025 and are based on participant data as of the census date, January 1, 2025.

Plan assets and balance sheet adjustments

Information about the fair value of plan assets and the general ledger account balances for the benefit plan cost at December 31, 2024, which reflect the expected funded status of the plan was reviewed for reasonableness and consistency, but no audit was performed.

Accumulated other comprehensive (income)/loss amounts shown in the report are shown prior to adjustment for tax effects. Any tax effects in AOCI should be determined by the Company in consultation with its tax advisors and independent accountants.

Assumptions and methods under U.S. GAAP

As required by U.S. GAAP, the actuarial assumptions and methods employed in the development of the benefit cost and other financial reporting have been selected by the Company. WTW has evaluated the assumptions used and believes that they do not significantly conflict with what would be reasonable. In addition, we believe that the combined effect of assumptions is expected to have no significant bias. See Appendix A for a description of each significant assumption used and our rationale for concluding that it does not significantly conflict with what would be reasonable. U.S.

GAAP requires that each significant assumption "individually represent the best estimate of the plan's future experience solely with respect to that assumption."

The results shown in this report have been developed based on actuarial assumptions that, to the extent evaluated by WTW, we believe do not significantly conflict with what would be reasonable. Other actuarial assumptions could also be considered to not significantly conflict with what would be reasonable. Thus, reasonable results differing from those presented in this report could have been developed by selecting different reasonable assumptions.

A summary of the assumptions, methods and sources of data and other information used is provided in Appendix A. Note that any subsequent changes in methods or assumptions for the January 1, 2025 measurement date will change the results shown in this report.

Certain models (as described in ASOP No. 56) were used in preparing the information presented herein. Further information on these models can be found in Appendix A.

Nature of actuarial calculations

The results shown in this report are estimates based on data that may be imperfect and on assumptions about future events that cannot be predicted with any certainty. The effects of certain plan provisions may be approximated, or determined to be insignificant and therefore not valued. Reasonable efforts were made in preparing this valuation to confirm that items that are significant in the context of the actuarial liabilities or costs are treated appropriately, and are not excluded or included inappropriately. Any rounding (or lack thereof) used for displaying numbers in this report is not intended to imply a degree of precision, which is not a characteristic of actuarial calculations.

If overall future plan experience produces higher benefit payments or lower investment returns than assumed, the relative level of plan costs reported in this valuation will likely increase in future valuations (and vice versa). Future actuarial measurements may differ significantly from the current measurements presented in this report due to many factors, including: plan experience differing from that anticipated by the economic or demographic assumptions, changes in economic or demographic assumptions, increases or decreases expected as part of the natural operation of the methodology used for the measurements (such as the end of an amortization period), and changes in plan provisions or applicable law. Due to the limited scope of our assignment, we did not perform an analysis of the potential range of such future measurements.

See Basis for valuation in Section 1 above for a discussion of any material events that have occurred after the valuation date that are not reflected in this valuation.

Limitations on use

This report is provided subject to the terms set out herein and in our Master Consulting Services Agreement dated July 29, 2004 and any accompanying or referenced terms and conditions.

The information contained in this report was prepared for the internal use of the Company and its independent accountants in connection with our actuarial valuation of the pension plan as described in Purposes of valuation above. It is not intended for and may not be used for other purposes, and we accept no responsibility or liability in this regard. The Company may distribute this actuarial valuation report to the appropriate authorities who have the legal right to require the Company to provide them

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Professional qualifications

The undersigned are members of the Society of Actuaries and meet the "Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States" relating to pension plans. Our objectivity is not impaired by any relationship between the plan sponsor and our employer, Willis Towers Watson US LLC.

Chad M. Greenwalt
Director, Retirement - Valuation Actuary
June 11, 2025

Max T. Murphy
Associate Director, Retirement - Valuation Actuary
June 11, 2025

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Section 2 : Accounting exhibits

2.1 Balance sheet asset/(liability)

All monetary amounts shown in US Dollars

Measurement Date		01/01/2025	01/01/2024
A	**Development of Balance Sheet Asset/(Liability)[1]**		
1	Projected benefit obligation (PBO)[2]	(54,685,746)	(61,652,723)
2	Fair value of plan assets (FVA) [3]	0	0
3	Net balance sheet asset/(liability)	(54,685,746)	(61,652,723)
B	**Current and Noncurrent Classification[4]**		
1	Noncurrent asset	0	0
2	Current liability	(7,232,021)	(11,456,201)
3	Noncurrent liability	(47,453,725)	(50,196,522)
4	Net balance sheet asset/(liability)	(54,685,746)	(61,652,723)
C	**Accumulated Benefit Obligation (ABO)**	(48,578,802)	(56,480,564)
D	**Accumulated Other Comprehensive (Income)/Loss**		
1	Net prior service cost/(credit)	120,914	138,950
2	Net loss/(gain)	22,453,232	24,067,869
3	Accumulated other comprehensive (income)/loss[5]	22,574,146	24,206,819
E	**Assumptions and Dates**		
1	Discount rate	5.60%	5.20%
2	Rate of compensation increase	Rates vary by age from 3.0% to 11.5%	Rates vary by age from 3.0% to 11.5%
3	Cash Balance Interest Crediting Rate	4.55%	4.00%
4	Census date	01/01/2025	01/01/2024
5	Lump Sum Conversion Rate	5.35%	4.67%

1 Whether any amounts in this table that differ from those disclosed at year-end must be disclosed in subsequent interim financial statements should be determined.
2 East PBO = $31,471,058, West PBO = 23,214,688 as of January 1, 2025
3 Excludes receivable contributions.
4 The current liability (for each underfunded plan) was measured as the discounted value of benefits expected to be paid over the next 12 months in excess of the fair value of the plan's assets at the measurement date.
5 Amount shown is pre-tax and should be adjusted by plan sponsor for tax effects.

2.2 Changes in plan obligations and assets

All monetary amounts shown in US Dollars

Period Beginning		01/01/2025	01/01/2024
A	**Change in Projected Benefit Obligation (PBO)**		
1	PBO at beginning of prior fiscal year	61,652,723	63,443,579
2	Employer service cost	942,590	1,093,742
3	Interest cost	2,953,321	3,359,790
4	Actuarial loss/(gain)	3,123,609	2,044,067
5	Plan participants' contributions	0	0
6	Benefits paid from plan assets	0	0
7	Benefits paid from Company assets	(5,385,862)	(8,288,455)
8	Administrative expenses paid [1]	0	0
9	Plan amendments	0	0
10	Acquisitions/(divestitures)	0	0
11	Curtailments	0	0
12	Settlements	(8,600,635)	0
13	Special/contractual termination benefits	0	0
14	PBO at beginning of current fiscal year	54,685,746	61,652,723

[1] Only if future expenses are accrued in PBO through a load on service cost.

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2.3 Summary of net balances

All monetary amounts shown in US Dollars

A Summary of Prior Service Cost/(Credit) Bases

Measurement Date Established	Original Amount	Net Amount at 01/01/2025	Remaining Amortization Period	Amortization Amount in 2025	Effect of Curtailments	Other Events
12/31/2019	211,094	120,914	6.70383	(18,036)	0	0
Total		120,914		(18,036)	0	0

All monetary amounts shown in US Dollars

B Summary of Net Loss/(Gain) (see Appendix A for a description of amortization method)

	Net Amount at 01/01/2025 [1]	Amortization Amount in 2025	Effect of Curtailments	Effect of Settlements	Other Events (Identify)
	22,453,232	(1,393,160)	0	0	0

[1] Before any immediate recognition on the same date.

2.4 Summary and comparison of benefit cost and cash flows

All monetary amounts shown in US Dollars

Fiscal Year Ending		12/31/2025	12/31/2024
A	**Total Benefit Cost**		
1	Employer service cost	1,080,938	942,590
2	Interest cost	2,917,680	2,953,321
3	Expected return on plan assets	0	0
4	Subtotal	3,998,618	3,895,911
5	Net prior service cost/(credit) amortization	18,036	18,036
6	Net loss/(gain) amortization	1,393,160	1,443,813
7	Subtotal	1,411,196	1,461,849
8	Net periodic benefit cost/(income)	5,409,814	5,357,760
9	Curtailment (gain)/loss	0	0
10	Settlement (gain)/loss	0	3,294,433
11	Special/contractual termination benefits	0	0
12	Total benefit cost	5,409,814	8,652,193
B	**Assumptions** (See Appendix A for interim measurements, if any)		
1	Discount rate	5.60%	5.20%
2	Expected long-term rate of return on plan assets	N/A	N/A
3	Rate of compensation increase	Rates vary by age from 3.0% to 11.5%	Rates vary by age from 3.0% to 11.5%
4	Cash balance interest crediting rate	4.55%	4.00%
5	Census date	01/01/2025	01/01/2024
6	Lump Sum Conversion Rate	5.35%	4.67%
C	**Fair Value of Assets at Beginning of Year**	0	0
D	**Cash Flows**	**Expected**	**Actual**
1	Employer contributions	0	0
2	Plan participants' contributions	0	0
3	Benefits paid from Company assets[1]	7,431,759	13,986,497
4	Benefits paid from plan assets	0	0
E	**Amortization Period**	12.19146	12.39953

[1] Actual 2024 benefit payments includes $8,600,635 in lump sum benefit payments, resulting in settlement accounting for FY24 cost.

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Section 3 : Participant data

3.1 Summary of participant data

All monetary amounts shown in US Dollars

Census Date			01/01/2025	01/01/2024
A	**Participating Employees**			
	1	Number	15,208	16,072
	2	Expected plan compensation for year beginning on the valuation date	1,977,005,282	2,048,266,213
	3	Average expected plan compensation	129,998	127,443
	4	Average age	44.98	46.19
	5	Average credited service	13.68	15.14
B	**Participants with Deferred Benefits**			
	1	Number (non-cash balance)	0	0
	2	Total annual pension (non-cash balance)	0	0
	3	Average annual pension (non-cash balance)	0	0
	4	Number of cash balance	24	21
	5	b Total account balance benefits	1,803,738	8,193,100[1]
	6	c Average account balance benefits	75,156	390,148
	7	Average Age	59.0	60.7
C	**Participants Receiving Benefits**			
	1	Number	76	66
	2	Total annual pension	4,543,326	4,229,615
	3	Average annual pension	59,781	64,085
	4	Average age	78.2	79.9

[1] Reflects approximately $4.2 million in lump sum benefits known to be due during 2024 for one executive, as described in AEP's proxy statements.

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Appendix A : Statement of actuarial assumptions, methods and data sources

Plan Sponsor

American Electric Power Co.

Statement of Assumptions

The assumptions disclosed in this Appendix are for the fiscal year 2025 benefit cost.

Assumptions and methods for pension cost purposes

Actuarial Assumptions and Methods – Pension Cost		
Economic Assumptions		
Discount rate		5.60%
Annual rates of increase		
• Compensation:		
– Representative rates	*Age*	*Rate*
	< 25	11.50%
	25 – 29	10.00%
	30 – 34	8.00%
	35 – 39	6.00%
	40 – 44	5.50%
	45 – 49	5.00%
	50 – 54	4.50%
	55 – 59	4.00%
	60 – 64	3.50%
	65 – 69	3.50%
	70+	3.00%
– Weighted average		5.75%
• Cash balance crediting rate		4.55%
• Lump sum/annuity conversion rate		5.35%
• Statutory limits on compensation		2.25%
Demographic Assumptions		

Inclusion date

The valuation date coincident with or next following the date on which the employee becomes a participant.

New or rehired employees

It was assumed there will be no new or rehired employees.

Mortality

Base mortality rates are derived from Pri-2012 (using contingent survivor tables only after retiree death).

- Healthy

The Pri-2012 Private Retirement Plans mortality tables with sex-distinct rates for employees, retirees, and contingent survivors, with white collar adjustment, and a fully generational mortality improvement projection using Scale MP-2021 projecting from the base year of 2012.

- Disabled

The Pri-2012 Private Retirement Plans disabled mortality tables with separate rates for males and females and a fully generational mortality improvement projection using Scale MP-2021 projecting from the base year of 2012.

Lump sum/ annuity conversion

PPA 2025 optional combined mortality with static projection to commencement using 2025 IRS adjusted Scale MP-2021.

Termination

Rates varying by service

Percentage leaving during the year	
Attained vested service	Rate
< 5	7.00%
5 – 9	5.50%
10 – 14	4.00%
15 – 19	3.00%
20 +	2.00%

Disability

Rates apply to employees not eligible to retire and vary by age and sex as indicated by the following sample values:

Percentage becoming disabled during the year		
Age	Male	Female
20	0.060%	0.090%
30	0.060%	0.090%
40	0.074%	0.110%
50	0.178%	0.267%
60	0.690%	1.035%

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Retirement Rates varying by age; average retirement age 63:

Percentage retiring during the year	
Age	Rate
55 – 59	5.00%
60 – 61	10.00%
62	16.00%
63 – 64	20.00%
65 – 67	30.00%
68 – 69	25.00%
70+	100.00%

Benefit commencement dates:

- Preretirement death benefit — The later of the death of the active participant or the date the participant would have attained age 55.
- Deferred vested benefit — The later of age 55 or termination of employment.
- Disability benefit — Upon disablement.
- Retirement benefit — Upon termination of employment.

Form of payment 100% lump sum for all retirement eligible participants. Married and unmarried participants are both assumed to elect a lump sum.

Percent married 80% of male participants; 70% of female participants.

Spouse ages Wives are assumed to be three years younger than husbands.

Valuation pay 2025 expanded pay (Cash Balance) – sum of the following updated one year according to the salary increase assumption:

(i) 2025 base salary
(ii) 15% increase for overtime eligible employees and a target bonus percent increase for incentive-eligible employees

Timing of benefit payments Annuity payments are payable monthly at the beginning of the month and lump sum payments are payable on date of decrement.

Methods – Pension Cost and Funded Position

Service cost and projected benefit obligation Projected unit credit

Benefits not valued All benefits described in the Plan Provisions sections of this report were valued. WTW has reviewed the plan provisions with AEP and is not aware of any significant benefits required to be valued that were not.

Sources of Data and Other Information

WTW used participant and asset data as of January 1, 2025, supplied by Telus Health, the third-party administrator for AEP. The Company provided target bonus information and overtime eligibility data. Data were reviewed for reasonableness and consistency, but no audit was performed. Based on discussions with the plan sponsor, assumptions or estimates were made when data were not available, and the data was adjusted to reflect any significant events that occurred between the date the data was collected and the measurement date. We are not aware of any errors or omissions in the data that would have a significant effect on the results of our calculations.

The Company also provided the amounts recognized in accumulated other comprehensive income as of the end of the December 31, 2024 fiscal year and amounts recognized in other comprehensive income during the December 31, 2024 fiscal year.

Assumptions Rationale - Significant Economic Assumptions

Discount rate	As required by U.S. GAAP, the discount rate methodology was chosen by the plan sponsor based on market information on the measurement date. The rate derived from market information is rounded to 5 basis points. Based on WTW's interest rate model, BOND:Link, that uses current (as of the measurement date), high quality (rated AA and above) corporate bonds to determine discount rates, we believe the discount rate chosen does not significantly conflict with what would be reasonable.
Cash balance interest crediting rate	The plan credits interest to cash balance accounts using the 30-year Treasury rate for the November of the preceding year with a minimum rate of 4.00%. After examining historical variability in this rate and considering the increase in interest crediting expected to be caused by the minimum interest credit, we believe that the selected assumption does not significantly conflict with what would be reasonable based on market conditions at the measurement date.
Conversion rate for lump sums and annuities	The plan uses IRC 417(e)(3) as its basis to convert between lump sums and annuities. Because the 417(e)(3) interest rates are based on corporate bond yields, the assumption is based on the plan sponsor's long-term expectations of yields on high-quality corporate bonds. We believe that the selected assumption does not significantly conflict with what would be reasonable based on market conditions at the measurement date.
Rates of increase in compensation	Rates of increase in compensation were based on an experience study conducted in 2024, with annual consideration of whether any conditions have changed that would be expected to produce different results in the future. Therefore, we believe this assumption does not significantly conflict with what would be reasonable.

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Assumptions Rationale - Significant Demographic Assumptions

Mortality	Assumptions were selected by the plan sponsor and as required by U.S. GAAP, represent a best estimate of future experience. Therefore, we believe this assumption does not significantly conflict with what would be reasonable.
Termination	Termination rates are based on an experience study conducted in 2024, with annual consideration of whether any conditions have changed that would be expected to produce different results in the future. Assumed termination rates differ by service because of observed decreases in termination rates as employees attained additional years of service. Therefore, we believe this assumption does not significantly conflict with what would be reasonable.
Retirement	Retirement rates were based on an experience study conducted in 2024, with consideration of whether any conditions have changed that would be expected to produce different results in the future. Therefore, we believe this assumption does not significantly conflict with what would be reasonable.
Form of payment	Rates at which retirees elect lump sums versus annuities are based on an experience study conducted in 2024, with annual consideration of whether any conditions have changed that would be expected to produce different results in the future. Therefore, we believe this assumption does not significantly conflict with what would be reasonable.

Source of Prescribed Methods

Accounting methods	The methods used for accounting purposes as described in Appendix A, are “prescribed methods set by another party”, as defined in the actuarial standards of practice (ASOPs). As required by U.S. GAAP, these methods were selected by the plan sponsor.

Changes in Assumptions and Methods

Change in assumptions since prior valuation	The discount rate increased from 5.20% to 5.60%. The lump sum conversion rate assumption increased from 4.67% to 5.35%. The cash balance account interest crediting rate assumption increased from 4.00% to 4.55%. The annual rate of increase for statutory limits on compensation decreased from 2.50% to 2.25%. An updated experience study was performed in 2024 and as a result the following assumptions were updated: assumed rates of

	termination, assumed rates of retirement, and rates of compensation increase. The mortality used to convert to 417(e) based forms of payment was updated to PPA 2025 optional combined mortality with static projection to commencement using 2025 IRS adjusted scale MP-2021.
Change in methods since prior valuation	None.

Model Descriptions and Disclosures in accordance with ASOP No. 56

Quantify	Quantify is the WTW centrally developed, tested and maintained Global actuarial valuation system. It is used to perform valuations of clients' benefit plans. Quantify provides the ability to process data, calculate benefits and value benefit liabilities, develop results using applicable standards, and generate client reports. Quantify parameters provide significant flexibility to model populations and plan designs. Various demographic, economic and benefit related assumptions exist for users to model multiple demographic and economic situations. Plan liabilities are calculated based on standard actuarial techniques, developing actuarially reasonable results using the population and parameters entered. The calculation and presentation of liabilities in Quantify relies on the assumptions used and the reasonability of the assumptions selected. Quantify incorporates standard liability methodologies that are intended to reasonably reflect a variety of economic or demographic conditions. The model itself does not evaluate any assumptions entered for reasonableness, consistency or probability of occurrence. Quantify is designed specifically for these purposes, and we know of no material limitations that would prevent the system from being suitable for these intended purposes. The actuaries signing this report have relied on the actuaries who develop, test and maintain this system, and have also performed a limited review of results to ensure that system parameters have been set appropriately and plan provisions coded correctly.
BOND:Link	**U.S. BOND:Link** is a methodology to assist with the selection of discount rates used in liability and cost measurements related to employee benefit plans. Discount rates are derived by identifying a theoretical settlement portfolio of high-quality corporate bonds sufficient to provide for a plan's projected benefit payments. The single interest rate is then determined that results in a discounted

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value of the plan's benefit payments that equals the market value of the selected bond portfolio.

Updated BOND:Link models are developed monthly as of the last day of the month. The construction of a BOND:Link model relies on bond data collected as of the measurement date. Parameters

provide the user the ability to control aspects of the model. The model output allows the user to see the effects of those parameters.

Information regarding quoted bond prices, yields and other bond related data is from Bloomberg Finance L.P.

Published demographic tables

Certain demographic tables described above are standard published tables or are based on standard published tables from models developed by organizations with the requisite expertise.

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Appendix B : Summary of principal plan provisions

The Excess Benefit Plan provides a benefit determined in accordance with the provisions of the American Electric Power System's Retirement Plan (a qualified defined benefit plan), without recognition of the statutory maximums on benefits and pay, less the benefit payable from the qualified plan. MICP awards are also included in the definition of pay for the former East Plan grandfathered benefit for executives with base pay in excess of the IRS limit. Certain executives have contracts providing additional benefits. Certain former Central and South West company executives are eligible for a final average pay cash balance benefit (pension equity – type formula) if it produces a larger benefit. The schedule of contribution percentages for this formula is identical to the cash balance formula.

Prior to 2004, all executives had their cash balance pay limited to $1,000,000. In addition, pay was limited for executives in an uncapped incentive plan to two times base pay for both the final average pay formula and the cash balance formula. Base pay rate is determined at the earlier of year-end or date of termination.

Effective January 1, 2004, pay for all executives is limited to the greater of two times base pay or $1 million for the cash balance formula only. The executives in the uncapped incentive plan continue to have two times pay limit apply to the former East Plan final average pay formula.

Effective December 31, 2010, accruals under the east grandfathered final average pay formula were discontinued.

Effective December 31, 2013, accruals for participants in long-term disability were discontinued.

Effective January 1, 2020, pay earned after December 31, 2019 for all executives is no longer limited to the greater of two times base pay or $1 million for the cash balance formula.

Effective January 1, 2020, pay earned after December 31, 2019 for executives in the uncapped incentive plan is no longer limited to two times the pay limit.

Effective January 1, 2020, certain former Central and South West company executives are eligible for a final average cash balance benefit in the form of a ten-year deferred installment option of their cash balance account.

Effective January 1, 2021 (and further updated in 2024), the associated American Electric Power System Retirement Plan was amended to not provide the Company Credit on salary paid prior to an employee becoming a participant in the plan, beginning with employees hired on or after August 2, 2023.

Future Plan Changes

WTW is not aware of any future plan changes that are required to be reflected.

Changes in Benefits Valued Since Prior Year

None.

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Appendix C : Results by business unit

AMERICAN ELECTRIC POWER
NONQUALIFIED RETIREMENT PLAN
2025 NET PERIODIC PENSION COST

Location	Projected Benefit Obligation	Market-Related Value of Assets	Service Cost	"Other" Cost: Interest Cost	"Other" Cost: Expected Return on Assets	"Other" Cost: Amortizations PSC	"Other" Cost: Amortizations (G)/L	"Other" Cost: Total "Other" Cost	Net Periodic Pension Cost
140 Appalachian Power Co - Distribution	$349,822	$0	$28,108	$21,081	$0	$0	$8,912	$29,993	$58,101
215 Appalachian Power Co - Generation	65,995	0	2,588	3,539	0	0	1,681	5,220	7,808
150 Appalachian Power Co - Transmission	0	0	0	0	0	0	0	0	0
Appalachian Power Co. - FERC	**$415,817**	**$0**	**$30,696**	**$24,620**	**$0**	**$0**	**$10,593**	**$35,213**	**$65,909**
225 Cedar Coal Co	0	0	0	0	0	0	0	0	0
Appalachian Power Co. - SEC	**$415,817**	**$0**	**$30,696**	**$24,620**	**$0**	**$0**	**$10,593**	**$35,213**	**$65,909**
211 AEP Texas Central Company - Distribution	2,080,820	0	20,644	110,272	0	0	53,010	163,282	183,926
147 AEP Texas Central Company - Generation	0	0	0	0	0	0	0	0	0
169 AEP Texas Central Company - Transmission	8,577	0	1,669	574	0	0	219	793	2,462
AEP Texas Central Co.	**$2,089,397**	**$0**	**$22,313**	**$110,846**	**$0**	**$0**	**$53,229**	**$164,075**	**$186,388**
119 AEP Texas North Company - Distribution	18,144	0	4,701	1,279	0	0	462	1,741	6,442
166 AEP Texas North Company - Generation	400,867	0	0	20,695	0	0	10,212	30,907	30,907
192 AEP Texas North Company - Transmission	6,078	0	1,520	425	0	0	155	580	2,100
AEP Texas North Co.	**$425,089**	**$0**	**$6,221**	**$22,399**	**$0**	**$0**	**$10,829**	**$33,228**	**$39,449**
AEP Texas	**$2,514,486**	**$0**	**$28,534**	**$133,245**	**$0**	**$0**	**$64,058**	**$197,303**	**$225,837**
170 Indiana Michigan Power Co - Distribution	449,510	0	25,234	25,116	0	0	11,452	36,568	61,802
132 Indiana Michigan Power Co - Generation	12,499	0	1,716	750	0	0	318	1,068	2,784
190 Indiana Michigan Power Co - Nuclear	434,767	0	33,425	25,912	0	0	11,076	36,988	70,413
120 Indiana Michigan Power Co - Transmission	75,338	0	2,138	4,040	0	0	1,919	5,959	8,097
280 Ind Mich River Transp Lakin	119,336	0	4,389	6,728	0	0	3,040	9,768	14,157
Indiana Michigan Power Co. - SEC	**$1,091,450**	**$0**	**$66,902**	**$62,546**	**$0**	**$0**	**$27,805**	**$90,351**	**$157,253**
110 Kentucky Power Co - Distribution	61,363	0	5,578	3,742	0	0	1,563	5,305	10,883
117 Kentucky Power Co - Generation	0	0	0	0	0	0	0	0	0
180 Kentucky Power Co - Transmission	0	0	0	0	0	0	0	0	0
Kentucky Power Co.	**$61,363**	**$0**	**$5,578**	**$3,742**	**$0**	**$0**	**$1,563**	**$5,305**	**$10,883**
250 Ohio Power Co - Distribution	479,149	0	46,817	29,392	0	0	12,207	41,599	88,416
160 Ohio Power Co - Transmission	1	0	0	0	0	0	0	0	0
Ohio Power Co.	**$479,150**	**$0**	**$46,817**	**$29,392**	**$0**	**$0**	**$12,207**	**$41,599**	**$88,416**
167 Public Service Co of Oklahoma - Distribution	1,336,600	0	25,701	71,567	0	0	34,051	105,618	131,319
198 Public Service Co of Oklahoma - Generation	333,028	0	4,543	18,005	0	0	8,484	26,489	31,032
114 Public Service Co of Oklahoma - Transmission	27,484	0	7,585	1,964	0	0	700	2,664	10,249
Public Service Co. of Oklahoma	**$1,697,112**	**$0**	**$37,829**	**$91,536**	**$0**	**$0**	**$43,235**	**$134,771**	**$172,600**
159 Southwestern Electric Power Co - Distribution	292,796	0	20,204	17,026	0	0	7,459	24,485	44,689
168 Southwestern Electric Power Co - Generation	863,035	0	2,986	46,200	0	0	21,986	68,186	71,172
161 Southwestern Electric Power Co - Texas - Distribution	58,058	0	10,657	3,530	0	0	1,479	5,009	15,666
111 Southwestern Electric Power Co - Texas - Transmission	0	0	0	0	0	0	0	0	0
194 Southwestern Electric Power Co - Transmission	6,294	0	1,687	447	0	0	160	607	2,294
Southwestern Electric Power Co.	**$1,220,183**	**$0**	**$35,534**	**$67,203**	**$0**	**$0**	**$31,084**	**$98,287**	**$133,821**
230 Kingsport Power Co - Distribution	1,697	0	301	112	0	0	43	155	456
260 Kingsport Power Co - Transmission	0	0	0	0	0	0	0	0	0
Kingsport Power Co.	**$1,697**	**$0**	**$301**	**$112**	**$0**	**$0**	**$43**	**$155**	**$456**
210 Wheeling Power Co - Distribution	2,803	0	534	187	0	0	71	258	792
200 Wheeling Power Co - Transmission	0	0	0	0	0	0	0	0	0
413 Wheeling Power Co - Generation	17,107	0	1,879	1,063	0	0	436	1,499	3,378
Wheeling Power Co.	**$19,910**	**$0**	**$2,413**	**$1,250**	**$0**	**$0**	**$507**	**$1,757**	**$4,170**
103 American Electric Power Service Corporation	42,112,405	0	706,288	2,228,833	0	18,036	1,072,848	3,319,717	4,026,005
293 Elmwood	0	0	0	0	0	0	0	0	0
292 AEP River Operations LLC	0	0	0	0	0	0	0	0	0
American Electric Power Service Corp	**$42,112,405**	**$0**	**$706,288**	**$2,228,833**	**$0**	**$18,036**	**$1,072,848**	**$3,319,717**	**$4,026,005**
270 Cook Coal Terminal	0	0	0	0	0	0	0	0	0
AEP Generating Company	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
104 Cardinal Operating Company	0	0	0	0	0	0	0	0	0
181 Ohio Power Co - Generation	555,786	0	0	29,427	0	0	14,159	43,586	43,586
AEP Generation Resources - FERC	**$555,786**	**$0**	**$0**	**$29,427**	**$0**	**$0**	**$14,159**	**$43,586**	**$43,586**
290 Conesville Coal Preparation Company	0	0	0	0	0	0	0	0	0
AEP Generation Resources - SEC	**$555,786**	**$0**	**$0**	**$29,427**	**$0**	**$0**	**$14,159**	**$43,586**	**$43,586**
102 AEP Energy Partners	341,369	0	0	9,999	0	0	8,697	18,696	18,696
175 AEP Energy	2,756,445	0	93,281	156,950	0	0	70,222	227,172	320,453
400 Onsite Partners	1,418,573	0	26,765	78,825	0	0	36,139	114,964	141,729
AEP Energy Supply	**$5,072,173**	**$0**	**$120,046**	**$275,201**	**$0**	**$0**	**$129,217**	**$404,418**	**$524,464**
143 AEP Pro Serv, Inc.	0	0	0	0	0	0	0	0	0
AEP Pro Serv, Inc.	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
245 Dolet Hills	0	0	0	0	0	0	0	0	0
Dolet Hills	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Total	**$54,685,746**	**$0**	**$1,080,938**	**$2,917,680**	**$0**	**$18,036**	**$1,393,160**	**$4,328,876**	**$5,409,814**
Total without Dolet Hills	$54,685,746	$0	$1,080,938	$2,917,680	$0	$18,036	$1,393,160	$4,328,876	$5,409,814

DATA REQUEST

KPSC 1_36 Provide detailed descriptions of all early retirement plans or other staff reduction programs Kentucky Power has offered or intends to offer its employees during either the base period or the forecasted test period. Include all cost-benefit analyses associated with these programs.

RESPONSE

Based on clarification from Commission Staff on August 15, 2025, the Company understands this question to be seeking the requested information as it pertains to the Company's test year (12 months ended May 2025).

In April 2024, AEP announced a voluntary severance program (VSP), the purpose of which was to assist in managing labor costs, allow for the redeployment of resources locally and to mitigate impacts from inflationary pressures and higher interest rates. The net impact of the VSP was expected to be a reduction in the growth in overall costs, rather than an overall reduction in cost. This is partially because the Company intended to reallocate and reinvest a portion of the savings to make needed investments in a reliable energy system to benefit our customers and communities. To ensure VSP staffing changes would not jeopardize safety, compliance, or our ability to deliver power to customers, the population eligible to volunteer to participant was limited to approximately 7,400 of AEP's 16,800 employees.

Eligible employees who were interested in participating in the VSP were asked to express their interest by May 6, 2024. However, both volunteer additions and rescindments were approved after that date. All volunteer requests were reviewed to better ensure the Company would continue to be able to meet business and customer needs while producing a net cost savings after necessary position backfilling. VSP participants were notified if their request was approved or declined by June 3, 2024, and most severances occurred as of July 1, 2024, although a few participants were extended to later in 2024 or early 2025.

A new AEP CEO was appointed as August 1, 2024, and both a hiring freeze and CEO approval process for new staff positions hires was implemented shortly thereafter. As a result of these changes, tracking of VSP related staffing changes was discontinued. Therefore, it is not possible to distinguish the staffing changes that resulted from the voluntary severance program from other subsequent staffing changes.

Please see KPCO_R_KPSC_1_36_Attachment1 for the VSP cost-benefit analysis as of July 3, 2024, for Kentucky Power Company. As discussed above, the extent to which the net benefit was realized is unknown because VSP staffing changes were impacted by subsequent events rendering them indistinguishable from other staffing changes.

Witness: Andrew R. Carlin

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_37 Provide all current labor contracts and the most recent labor contracts previously in effect.

RESPONSE

Please see KPCO_R_KPSC_1_37_Attachment1 for the labor contracts currently in effect for KPCO employees.

Please see KPCO_R_KPSC_1_37_Attachment2 for the most recent prior labor contracts for KPCO employees.

Witness: Andrew R. Carlin

Agreement

By and Between

American Electric Power

Companies: Appalachian Power Company, Indiana Michigan Power Company, Kentucky Power Company, Kingsport Power Company, Ohio Power Company, Public Service Company of Oklahoma and Southwestern Electric Power Company, AEP Service Corporation and AEP Generation Resources, Inc.

And

International Brotherhood of Electrical Workers

Locals: 329, 386, 696, 738, 876, 934, 978, 1002, 1392 and 1466

Effective: April 1, 2022 – March 31, 2026

PURPOSE

The Companies and the Unions have common mutual interests in the electric utility industry. Stabilized conditions of employment improve the relationship between the Companies and the Unions and the Public. All will benefit by harmonious relations and by adjusting any differences through rational, common sense methods.

NOW, THEREFORE, to these ends and on consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

Article I
UNION REPRESENTATION

Section 1. Recognition

(a) American Electric Power Service Corporation, AEP Generation Resources, Inc., Appalachian Power Company, Indiana Michigan Power Company, Kentucky Power Company, Kingsport Power Company, Ohio Power Company, Public Service Company of Oklahoma, and Southwestern Electric Power Company, (jointly referred to as "the Companies"), the International Brotherhood of Electrical Workers, Local Unions 329, 386, 696, 738, 876, 934, 978, 1002, 1392, and 1466 (jointly referred to as "the Local Unions"), and System Council U-9 ("System Council" and, with the Companies and Local Unions, sometimes collectively referred to as the "Parties") entered into a revised Memorandum of Understanding on June 21, 2011 ("MOU", a copy of which is attached as an addendum), the terms and conditions of which are attached hereto and incorporated herein by reference.

(b) Through System Council U-9, the Local Unions have expressed their desire to negotiate with the Companies for a single Master Agreement (the "Agreement"), the terms

Article I con't.

and conditions of which shall apply to all of the employees who are represented by the Local Unions, while reserving certain issues to be negotiated locally in the bargaining process that heretofore has occurred at the local level and resulted in separate collective bargaining agreements (the "Local Agreements"). The Parties recognize that the change in approach to the collective bargaining process is a "permissive" subject of bargaining, as that term is used and understood by the National Labor Relations Board and the courts of the United States in construing the National Labor Relations Act, 29 U.S.C. §151, et. seq., and the Local Unions and System Council U-9 acknowledge that the Companies have voluntarily agreed to engage in the process of negotiating this Agreement and Local Agreements as an accommodation to them.

Section 2. Union Security – OH,

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

(b) Agency Fee Provision
In order that employees do their part in assisting a Local Union to meets its obligations as a party to this Agreement, an employee hired on or after June 15, 2000, shall either personally pay Union dues or authorize Union dues deductions.

(c) Failure to Pay Required Union Fees or Dues
Should any employee covered under Section (a) or (b) above fail to pay the dues or fees required as a condition of

employment, the employee shall be terminated.

(d) Dues Membership

The Company agrees to deduct from the pay of each employee who executes a written authorization, an amount equal to the current respective Local Union dues as set forth in the respective Local Union By-Laws and the Constitution of the International Brotherhood of Electrical Workers. The amount of these deductions will be paid by Electronic Funds Transfer (EFT) to the Financial Secretary of the Local Union. The respective Local Unions shall notify the respective Companies of any changes in the dues amounts to be deducted.

(e) The Companies 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.

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

(g) A Local Union will not (a) interfere with employees not belonging to the Union (b) use threats, intimidation, or coercion to influence employees to join the Union or (c) discriminate against any employee because of his non-membership in the Union or (d) solicit memberships during working hours.

Section 3. Union Security – AR, IN, KY, LA, MI, OK, TN, TX, VA, WV

(a) Dues Membership

The Company agrees to deduct from the pay of each employee who executes a written authorization, an amount

Article I con't.

equal to the current Union dues as set forth in the Local Union By-Laws and the Constitution of the International Brotherhood of Electrical Workers. The amount of these deductions will be paid to the Financial Secretary of the Local Union. The deductions will be renewed for successive periods of one year unless revoked by written notice to the Union within ten (10) days prior to the anniversary date of the authorization or the expiration of the Agreement. The Union shall notify the Company of any changes in the dues amounts to be deducted and any changes in dues authorization for any employee.

(b) The Companies 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.

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

(d) A Local Union will not (a) interfere with employees not belonging to the Union (b) use threats, intimidation, or coercion to influence employees to join the Union or (c) discriminate against any employee because of his non-membership in the Union or (d) solicit memberships during working hours.

Section 4. Employees Off For Union Business

(a) Union officers or representatives shall be granted permission to be absent with or without pay for Union conventions, and/or conferences above the Local Union level; or may be granted permission to be absent with or without pay for other specific Union activities, upon written request for such absence.

Should the Union request more than two (2) employees to be absent at the same time, the Company will consider such request and may permit more than two (2) employees to be absent for Union Business. However, the Company reserves the right to limit the number of employees permitted to be absent for Union Business at any one time.

(b) Reimbursement For Time Off For Union Business

Regular full-time employees appointed or elected by the Union to represent the Union in its business with the Company, will suffer no loss of regular straight-time pay at the employee's regular base rate or benefits when conducting official authorized Union business.

The Unions agree to reimburse the Company, on a timely basis, for all wages paid at a premium of 138% of Union Business paid-wages to reimburse the Company's cost of base pay plus benefits.

The provisions of this Section 4(b) do not apply to any employee on leave of absence or any employee who is off to conduct official authorized Union Business in excess of 200 regularly scheduled work hours in a calendar year. In addition, these provisions do not apply when the Collective Bargaining Agreement calls for the continuation of regular straight-time pay for grievance meetings or safety meetings.

Employees conducting such Union business are expected to properly code their time records using a designated Union Pay code (PUB) and to notify the Union of reported Union Business hours.

The Company will send an invoice on a periodic basis to each applicable designated IBEW Local Union Representative notifying each Local Union of the amount owed to the Company. Each Local Union accepts the responsibility to promptly reimburse the Company upon receiving their

Article I con't.

invoice. Frequency of invoicing will be determined by the Company.

Failure of any Local Union to reimburse the Company on a timely basis, according to the payment terms stated on the invoice, will nullify the use of this provision for that particular Local Union for the remainder of the term of the Collective Bargaining Agreement.

Should this program become administratively burdensome or unforeseen problems arise that cannot be effectively resolved, the Company reserves the right to eliminate this provision with thirty calendar (30) days written notice to the Unions.

Section 5. Leave Of Absence For Union Officials

(a) A maximum of two (2) employees elected or appointed to full-time union positions from each Local Union shall be granted leaves of absence for a period of such election or appointment. The employees shall continue to accrue seniority during such leaves, and upon termination of the leaves of absence, shall be reinstated to their former positions (or the equivalent if such former positions no longer exist) provided the employees are qualified to return to work.

(b) Employees appointed pursuant to Section 5(a) above, shall be permitted to extend their medical and dental coverages for the duration of their Union leave of absence by paying 102% of plan cost.

Section 6. Organizing Conduct

The parties agree that in the event that the Union engages in organizing efforts among AEP unrepresented employees, neither party shall coerce or intimidate employees during the course of an organizing campaign. The Companies agree to refrain from negative public statements concerning the IBEW or any IBEW officer, representative or member.

The Unions, its officers, representatives and employees agree not to publicly express negative comments concerning the Companies' integrity or motives including the integrity or motives of the Companies' officers, directors, agents or employees. The parties agree that all oral or written statements made during the course of an organizing campaign shall be factual.

The parties further agree that the provisions of this Section 6, shall not be subject to the Grievance and Arbitration Procedure.

Section 7. P.A.C.

Subject to applicable laws and upon receipt of a written authorization from an employee, the Company shall deduct from the pay due such an employee Political Action Committee (P.A.C.) donations and transmit such, separately from Union dues deductions, to the Financial Secretary of each Local Union. An employee's written authorization for the Company to deduct P.A.C. donations shall continue in effect for the duration of this Agreement, or until receipt by the Company of a written notice of revocation, or when the employee ceases to be represented by the Union, whichever occurs earlier.

The Company shall have no obligation to deduct P.A.C. donations for any period in which the employee received (after all other deductions) pay less than the amount of such donation. The Union shall indemnify and save the Company harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by any reason of action taken by the Company in making payroll deductions of P.A.C. donations as hereinabove defined.

Section 8. Classes Of Employees

(a) Probationary employees are those employees who have not satisfactorily completed six (6) consecutive months from the date of employment and who are not hired

Article I con't.

for specific temporary jobs of limited duration. Probationary employees may be discharged, at the discretion of the Company, at any time during the probationary period; and such discharge shall not be subject to arbitration.

(b) Regular employees are those employees hired for full time employment who have satisfactorily completed six (6) consecutive months from the date of employment and who are not hired for specific jobs of limited duration.

(c) The word "employee" or "employees" wherever used in this Agreement shall mean and refer only to those regular full time and probationary employees who are now or hereafter in the employment of a Company and represented by a Local Union.

(d) It is agreed that a Local Union will be notified when a new employee is hired, giving the name, telephone number, address and status of the new employee. The giving of this information must not, however, be construed as binding the Company against later changing the status of such an employee. The Local Union will also be notified of any change in an employee's status or classification.

Section 9. List Of Eligible Employees

A list will be furnished monthly to the Union showing employees in job classifications represented by the Union who have a changed address or who have been hired, reclassified, or whose employment has terminated. Such list will show the employee's classification, starting date in present classification, and date his last continuous employment with the Company commenced.

Section 10. Successorship

The Company agrees that the adoption of this Agreement will be a condition of the sale, divestiture or transfer of any facility covered by this Agreement. When the sale, divestiture, or transfer is publicly disclosed, the Company

will provide the Union with relevant information concerning such transaction upon request.

Section 11. Printing Of Agreements

The Companies will furnish each Local Union with printed copies of this Memorandum of Agreement (1½ times the number of bargaining unit employees). The Union will thereafter be responsible for all distribution to employees.

Section 12. Union Orientation

When new employees are hired or employee are transferred into union represented positions, the Company will allow up to thirty (30) minutes for a Union representative to discuss Union activities and sign the appropriate Union membership forms.

This thirty (30) minute Union orientation will normally take place during new employee orientation and the designated Union representative will not lose regular straight-time pay for this orientation. Each Local Union will designate a readily available Union representative from each location (building or service center) and provide that list to the applicable Company.

ARTICLE II
MANAGEMENT AND UNION RELATIONSHIP

(a) Except as otherwise specifically limited in this Agreement, the Company has the right to exercise the regular and customary functions of management, subject, however, to the employee's privilege of bringing a grievance as provided for in this Agreement.

(b) The rights, powers, and authorities mentioned in (a) above shall include but shall not be confined to the following:

Article II con't.

(1) The right to determine equipment to be used, the process, techniques, methods and means of operation, production, transmission and distribution, the schedules of production, schedules of working hours, standards of quality and workmanship; the right to establish, maintain and amend reasonable working rules and regulations [including safety rules, programs and regulations] and job classifications and job descriptions and the necessary qualifications for all job classifications including reasonable residency requirements of employees required to perform the work.

(2) The right to create, eliminate, modify or combine jobs; the right to assign work and contract work; the right to determine manning needs, including the number and classifications of employees to be used on specific jobs and in the general operation of the Company's business; the right to lay off employees due to lack of work or for other reasons.

(3) The authority to hire, promote, demote or transfer, assign to shifts, maintain discipline and efficiency; and the right to warn, suspend, discharge or otherwise discipline employees for justifiable reasons.

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

(c) Where the rights, powers, and authorities itemized in (b) above are modified or limited by the terms and provisions of this Agreement they shall only be modified or limited to the extent specifically provided therein.

ARTICLE III
COVERAGE, DURATION OF AGREEMENT

Section 1. Duration of Agreement

This Agreement, effective 12:01 a.m., April 1, 2022, except as specifically noted otherwise herein, will continue in full force and effect through March 31, 2026, 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

It is the intent of the parties that the provisions of this Agreement (meaning Master Agreement and respective Local Agreement for each individual Bargaining Unit) 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 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.

Section 3. Separability

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.

ARTICLE IV
MUTUAL RESPONSIBILITIES

(a) There shall be no strikes, work stoppages, slow-downs, sit-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 each Local Union, and their subordinate bodies, and to each employee. The Companies shall not engage in a lockout of its employees during the life of this Agreement.

(b) Each Local Union, and their subordinate bodies, 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 Local Union will immediately instruct, order and use its best efforts to cause the Union and their subordinate bodies and the employees to cease violating this Article. 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 (FMCS) of its belief. Upon receipt of such notification, the FMCS will immediately designate an arbitrator, who shall hold a hearing as soon as practicable. This hearing shall begin within

seventy-two (72) hours after receipt of such notification by the FMCS. The sole issue at the hearing shall be whether a violation of this Article 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.

(c) Any employee disciplined under this Article shall have the right to grieve such discipline under Article XI and if such grievance is taken to arbitration under Article XI, to have the arbitrator determine if such discipline is appropriate.

(d) Provided that the Company reserves the right not to invoke the procedures of this Article if the crossing of a specific picket line would expose an employee to injury.

(e) The right to strike by employees represented by the Local Unions shall be governed by the following schedule and under the following circumstances:

1. For purposes of this provision, the Expiration Date shall be defined as the occurrence of any one of the following three events:

   i. the date upon which the Agreement has expired because either the Companies or the System Council has served written notice of their/its intent to not renew the Agreement; or

   ii. the Parties attempt to renew the Agreement but, having satisfied the notice requirements set forth in Section 8(d) of the National Labor Relations Act, are unable to reach agreement on terms and conditions for a new Agreement by

Article IV con't.

the time that the Agreement expires; or

iii. the Parties agree to open negotiations during the term of the Agreement for one or more issues and are unable to reach agreement on that issue(s).

2. In the event that the Parties reach the Expiration Date of the Agreement, the right to strike by bargaining unit employees shall occur at 12:01 a.m. on the day following the date reflected below:

Strike Date	**Local Union**	**Bargaining Unit**
Expiration Date	1002	PSO
Expiration Date	876	Three Rivers
Expiration Date	1392	Ft. Wayne
Expiration Date	1392	Muncie
Expiration Date	1392	Michiana/MHG
Expiration Date	1392	Transmission – IN
Expiration Date	1392	SMG Station – IN
Expiration Date + 3 months	978	Beckley
Expiration Date + 3 months	978	Charleston
Expiration Date + 3 months	978	Fieldale
Expiration Date + 3 months	978	Huntington
Expiration Date + 3 months	978	Logan
Expiration Date + 3 months	978	Lynchburg
Expiration Date + 3 months	978	Point Pleasant - Ripley
Expiration Date + 3 months	978	Roanoke
Expiration Date + 3 months	978	Roanoke RDC
Expiration Date + 3 months	978	Clinch River
Expiration Date + 3 months	978	Hydro – South
Expiration Date + 3 months	978	Big Sandy
Expiration Date + 3 months	978	Charleston CD Techs
Expiration Date + 3 months	978	Christiansburg/ Glen Lyn
Expiration Date + 3 months	978	Pulaski
Expiration Date + 3 months	1392	Cook Plant Planners
Expiration Date + 6 months	1392	Cook RPEC Techs
Expiration Date + 6 months	1392	Cook Plant Non-Licensed Operators

Expiration Date + 6 months	329, 386, 738	SWEPCO
Expiration Date + 6 months	1466 Unit 3A	Ohio Power Company AEP Service Corporation
Expiration Date + 9 months	978	Ashland
Expiration Date + 9 months	978	Hazard
Expiration Date + 9 months	978	Pikeville – Revenue
Expiration Date + 9 months	1392	Cook – Maintenance
Expiration Date + 12 months	934	Kingsport
Expiration Date + 12 months	934	Grundy
Expiration Date + 12 months	934	Clintwood
Expiration Date + 12 months	696	Steubenville
Expiration Date + 12 months	1392	Cook – Stores
Expiration Date + 12 months	1466-2	Newark, Lancaster, Zanesville
Expiration Date + 12 months	1466-1	Transmission – OH

3. In the event that, pursuant to Article IV, Section (e)(1)(i) of this Agreement, either the Companies or the System Council serves written notice of their/its intent to not renew the Agreement, representatives from the Companies and the Local Unions shall begin to conduct negotiations for each of the bargaining units in the manner described in Paragraph 7 of the MOU. The negotiations shall begin, where practicable, prior to the Expiration Date.

ARTICLE V
WORK HOURS, SCHEDULES, SHIFTS, OVERTIME

Section 1. Work Day and Work Week

For payroll accounting and record purposes only:

(a) The workweek shall consist of seven (7) consecutive calendar days starting and ending at midnight on a day designated by the Company, or the starting or quitting time

Article V con't.

of a shift that overlaps the day so designated as determined by the Company.

The Company shall give fourteen (14) calendar days advance notice of any change in the designated payroll workweek.

(b) The workday shall be the period of twenty four (24) hours starting and ending at midnight, or the starting or quitting time of a shift that overlaps midnight as determined by the Company.

Section 2. Work Schedules

The scheduling of employees' daily and weekly working hours, including the scheduling of employees to work more or less than eight (8) hours in a workday or forty (40) hours in a workweek, shall be determined solely by the Company. However, to the extent practicable, work schedules shall include consecutive workdays of between eight (8) and twelve (12) consecutive hours (exclusive of an unpaid lunch period where provided by the Company) and workweeks of between thirty two (32) and forty eight (48) hours. This Section 2 shall not be construed as a guarantee of hours of work or pay.

Section 3. Overtime

(a) The Company shall be the sole judge as to the necessity for overtime work. Employees shall make themselves reasonably available for overtime assignments and overtime work as a condition of employment.

(b) One and one half (1½) times an employee's regular straight time rate shall be paid for all time worked outside of his assigned schedule, or for all hours worked in excess of forty (40) hours per workweek except as otherwise herein provided.

(c) An employee shall be paid at one and one half (1½)

times his regular straight time rate of pay for hours worked on his scheduled days off within the workweek except as provided in a Local Agreement.

(d) In all work locations, the Company agrees to make overtime records available to the Union upon request.

(e) Employees who are normally subject to overtime shall have a telephone or a telephone contact.

Section 4. Shift, Sunday Premiums

(a) Premiums shall be paid on scheduled shifts of classified jobs in accordance with the following schedule in addition to the regular straight time hourly rates.

Premium	Definition of	Cents Per Hour
Day Shift.	Where the majority of the scheduled hours worked are as designated in Local Agreements.	0.0¢
Afternoon Shift.	Where the majority of the scheduled hours worked are as designated in Local Agreements	80.0¢
Night Shift.	Where the majority of the scheduled hours worked are as designated in Local Agreements	85.0¢
Sunday.	Where the majority of the scheduled hours worked are as designated in Local Agreements.	$1.10

(b) Where a shift overlaps from one day into another the shift shall be paid for at the rate pertaining to the day in

Article V con't.

which the majority of its hours fall.

(c) The Sunday premium is in addition to the employee's straight time rate and any applicable shift premium, but this Sunday 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 (1½) times his regular straight time rate.

(d) If during the course of a regularly scheduled workweek, an employee is paid Afternoon or Night Shift premium in addition to his regular straight time hourly rate and such employee also works overtime, the hourly rate for the overtime work shall include the following increments:

- Where the majority of the employee's shift premium hours during the work week were paid at the Afternoon Shift rate - 80.0¢
- Where the majority of the employee's shift premium hours during the work week were paid at the Night Shift rate - 85.0¢

(e) Shift differentials shall be added to employee's rate of pay prior to application of overtime rates.

Section 5. Shift Trades

Subject to the approval of the Company, employees in the same job classification may be permitted to interchange work days or hours within a workweek, if the employees making the exchange are both qualified and agreeable and such exchanges shall not require the Company to pay either employee involved overtime or other premium rates of pay for hours worked.

Section 6. Non-Pyramiding Of Premiums Or Benefits

When two or more types of overtime or premium pay provisions of this Agreement are applicable to the same

hours worked, the single provision which results in the greater benefit to the employee shall apply. When two or more pay provisions for time not worked are applicable to the same hours not worked, the single provision which results in the greater benefit to the employee shall apply.

Section 7. Major Service Restoration

(a) The Company, at its sole discretion, may invoke the following "major service restoration" provisions:

(1) When an employee is assigned to service restoration work he shall be paid one and one-half (1-1/2) times his regular straight- time rate for all hours worked. (For employees in the district affected, the MSR pay provisions become effective with the end of the 24th hour. For employees sent in from outside the affected district for a declared or anticipated MSR declaration, the MSR pay provisions become effective when they depart in a vehicle to travel to the affected district.)

(2) When an employee is assigned to service restoration work assisting other utilities outside of the AEP System properties, he shall be paid two (2) times his regular straight- time rate for all hours worked. (For employees sent to assist other utilities, the MSR pay provisions in this Section 7(a)(2) become effective when they depart in a vehicle to travel to the affected utility.)

(3) When an employee is released from work he shall have eight (8) hours off duty time prior to being required to return to work.

(4) When the Company assigns an employee to return to his regular work and/or schedule the above "major service restoration" provisions shall no longer apply.

(b) In the event of arbitration over the Company's rights

set forth in the "major service restoration" provisions, the sole question for the arbitrator shall be whether (a) (1), (2), (3) and (4) above have been properly applied.

(c) The provisions of this Article V, Section 7, shall not be applicable to employees in the Fossil/Hydro or Nuclear Generation Groups.

(d) In the event that an employee is called between Midnight and the start of the employee's regularly scheduled shift and asked to pack clothing for an MSR out-of-town assignment and the out-of-town assignment is subsequently cancelled, the employee shall receive the applicable minimum callout pay.

ARTICLE VI
HOLIDAYS and PAID PERSONAL HOLIDAYS

Section 1. Holidays

The following days shall be recognized as holidays:

New Year's Day
Good Friday
Memorial Day (last Monday in May)
Independence Day
Labor Day
Thanksgiving Day
The Day after Thanksgiving
Christmas Eve
Christmas Day
Three (3) Personal Days Off

Article VI con't.

The Christmas Eve and Christmas Day holidays will be observed as follows:

Christmas is on:	Holidays observed on:
Sunday	Friday, Monday
Monday	Friday, Monday
Tuesday	Monday, Tuesday
Wednesday	Tuesday, Wednesday
Thursday	Thursday, Friday
Friday	Thursday, Friday
Saturday	Thursday, Friday

With the above exception of the Christmas holidays, when a holiday falls on a Saturday it will be observed on the preceding Friday, and when it falls on a Sunday, it will be observed on the following Monday.

When an employee who has been notified to work on a holiday does not work, he shall receive no pay for such holiday unless excused from work by the Company.

When an employee is absent from work on scheduled days immediately before or after a holiday, he shall receive no pay for such holiday unless excused from work by the Company.

If one of the days observed as one of the recognized holidays listed above falls during the vacation period of any employee, the holiday will be observed in accordance with the provisions of this Article VI, and the amount of his vacation entitlement shall not be reduced thereby.

Section 2. Personal Days Off

Each regular employee will be granted three (3) Personal Days Off [eight (8) hours each, twenty-four (24) hours total] during each calendar year on the following basis:

1. The days to be observed as the Personal Days Off

Article VI con't.

must not be Company-recognized holidays and must be regularly scheduled work days for the employee.

2. Requests for a Personal Day Off are subject to the approval of the employee's immediate supervisor.
3. If an employee does not observe his Personal Days Off prior to December 31, they shall be forfeited and no additional compensation will be paid in lieu thereof.
4. If an employee terminates his employment with the Company before he has observed his Personal Days Off, he shall be deemed to have forfeited such Personal Days Off, and no additional compensation will be paid in lieu thereof.

Article VII
VACATIONS

Section 1. Service and Vacation Eligibility

For the purposes of this Article, service shall be defined as the length of continuous employment as a probationary or regular employee in any part of the American Electric Power System, Ohio Valley Electric Corporation or Indiana Kentucky Electric Corporation including credit for prior periods of employment as a probationary or regular employee with any American Electric Power System affiliated Company.

Section 2. Vacation Entitlement

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

Service Requirement	Hours of Vacation
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

Article VII con't.

(b) Vacation for employees rehired and credited with prior employment as set forth in Section 1(a) above shall be in accordance with the table in Section 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.

(c) 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 or returns from leave on or after the 16th of a month, the month would not be counted.

Section 3. Vacation Pay

Vacation pay is at the employee's regular straight-time rate.

Section 4. Vacation Entitlement Upon Returning From Leave

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 2(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 4 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 2(a) above.

Section 5. Vacation Pay Upon Termination or Layoff

(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 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.

(b) When an employee dies or retires from the Company, the Company will pay the employee or the employee's designated beneficiary, the pro rata part of the vacation he has earned during the year in which he dies or retires. The provisions of this Section 5(b) 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 or rehired after January 1, 2000.

(c) 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 full vacation entitlement in accordance with the table in Section 2(a) above.

(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, pro-rated vacation 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 layoff be less than that of a new employee hired on the same date and in the following calendar year he shall receive vacation in accordance with the applicable provisions of this Article VII.

Article VII con't.

Section 6. Vacation Deferral

An employee with 23 years of service or less may defer from eight (8) 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 (½) 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 the regular vacation entitlement.

Section 7. Vacation Pay – Converting Unpaid Time Off

(a) 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 2(a) above and any deferred vacation carried over in accordance with Section 6 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 VIII
COMPENSATION AND WAGES

Section 1. Wage Agreements

The parties hereto have agreed upon wage rate schedules apart from this Agreement (which are in writing and bear their signatures), which wage rate schedules shall remain in effect for the duration of this Agreement.

The parties hereto have agreed upon a premium pay of $3.00/hour added to their base rate for those employees in the classifications of Line Mechanic A, Line Servicer and Distribution Station Servicer who are located in the Colum-

Article VIII con't.

bus SE, SW, NE, NW, Grandview and Delaware garages. American Electric Power employees in the classifications of Line Mechanic A, Line Servicer, General Servicer, Lineman A, Journeyman Lineman, Sr. Lineman, Troubleman and Working Foreman not located in the above mentioned garages but are assigned to perform physical journeyman line mechanic work in the Columbus District area for any reason will have $3.00/hour added to their base wage. Line school training and any other non-physical work meetings will not be paid a premium of $3.00/hour.

For purposes of this Article VIII, the annual general wage increase effective dates of the respective Wage Agreement for each Local Bargaining Unit are:

Local Union	Bargaining Unit	Effective Date
978	Beckley, Charleston, Fieldale, Huntington, Logan, Lynchburg, Point Pleasant-Ripley, Roanoke, Roanoke RDC, Clinch River, Hydro – South, Christiansburg/Glen Lyn, Pulaski	April 1
1392	Cook – Maintenance, Cook – Stores, Cook RPEC Techs, Cook Non-Licensed Operators	April 1
934	Kingsport, Grundy, Clintwood	April 1
978	Ashland, Hazard, Pikeville – Revenue, Big Sandy	May 1
696	Steubenville	July 1

Local Union	Bargaining Unit	Effective Date
1466-2	Newark, Lancaster, Zanesville	July 1
1466-1	Transmission – OH	July 1
1466	Unit 3A	July 15
329, 386, 738	SWEPCO	September 1
1002	PSO	October 1
876	Three Rivers	November 1
1392	Ft. Wayne, Muncie, Michiana/MHG, Transmission - IN, SMG Station - IN	November 1

Section 2. Job Descriptions

The nature of the work involved under each job classification shall be defined by the Companies. Job descriptions for all job classifications covered by this Agreement may be prepared by a Company and when such descriptions are prepared, they shall be made available to the respective Local Union.

Section 3. Pay Period

All employees covered by this Agreement shall be paid bi-weekly.

ARTICLE IX
MISCELLANEOUS

Section 1. Jury Duty

An employee serving on jury duty shall be paid his regular straight time rate of pay for time necessarily lost from his regular scheduled workweek as a result of such jury

Article IX con't.

duty. An employee will not be required to report to work prior to reporting for jury duty on any day on which he serves as a juror, but if he is relieved from jury duty during his regular scheduled hours he may be required to report to work when so released in order to be entitled to pay under this Section.

If an employee's regular schedule includes a shift or shifts other than a day shift, his shift may, at the Company's discretion, be changed to a day shift effective with the first day of jury duty. When an employee is relieved from jury duty, he may be returned to the shift and/or schedule to which he was assigned before he was changed to a day shift. Shift changes for the purposes of this paragraph shall not be subject to the shift and/or schedule modification provisions in the respective Local Agreements.

During workweeks regularly scheduled to exceed forty (40) hours, hours of absence under this Section shall be regarded as hours worked for the purpose of computing an employee's entitlement to weekly overtime.

Section 2. Funeral Leave

(a) In the event of death of the father or stepfather, mother or stepmother, brother, sister, husband, wife, domestic partner, child, father in law, mother in law, son in law, daughter in law, a stepchild who is or has been a member of the employee's immediate household, or a member of the employee's immediate household, he shall receive, by notifying his supervisor, up to a maximum of three (3) regular scheduled days off without loss in regular straight-time pay during the period beginning with the day of death, and up to and including the day following the funeral.

(b) In the event of death of an employee's sister in law, brother in law, grandchild, or his grandparents, the employee, by notifying his supervisor, will be given one (1) day off without loss of regular straight time pay on the day

of the funeral to attend the services.

(c) If an employee serves as an active pallbearer for a deceased active employee or retired employee, he will be given reasonable time off from work without loss of regular straight-time pay on the day of the funeral.

(d) The intent of the above provisions is to permit an employee to take time off from work to make arrangements for the funeral and/or attend the service without loss in regular straight-time pay as outlined above. Additional time off without pay will be granted whenever such additional time is reasonably required by the employee.

(e) The provisions of these sections covering absence for death in immediate family will apply within the time limits of an employee's scheduled vacation or Personal Day(s) Off but not when the employee is off duty due to illness or injury or for any other reason except should a Company observed holiday occur during the period beginning with the day of the funeral, the employee will receive holiday pay for such day. The payment of holiday pay for such day will not affect nor reduce the other pay provisions covered by the above paragraph (a).

(f) Employees who are military veterans or reservists will be provided one day paid time off to attend funeral services for a member of their military unit with whom they have served who has died as a result of wounds, disease or injury incurred while serving on active duty status in the United States armed forces.

Section 3. Retrogression of Employees

An employee who becomes physically incapacitated for his regular work may be placed in any available job covered by this Agreement which he can do without regard to the seniority provisions of this Agreement and his rate of pay will be determined according to the rate of pay for the job classification in which he is placed.

Article IX con't.

(a) Applies to employees retrogressed to a job classification which provides for time step increases:

If such employee has less than fifteen (15) years of service, his rate of pay will be: [1] The top rate of pay for the classification in which he is placed provided his former rate is equal to or exceeds the top rate of the new classification, or [2] the rate immediately below his former rate provided his former rate is less than the top rate of the new classification, or [3] the beginning rate of the new classification provided his former rate is less than the beginning rate of the new classification.

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

An employee with fifteen (15) or more years of service who is retrogressed due to disability resulting from occupational illness or injury arising out of the course of his employment with the Company shall receive the maximum rate of the job classification in which he is placed plus twenty (20) percent of the difference between his former and new rates. Further, such retrogressed employee shall receive an additional five (5) percent of the difference between his former and new rates for each additional year of service over fifteen (15), up to a maximum equaling his former rate.

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

Article IX con't.

(b) Applies to employees retrogressed to a job classification included in the salary plan for nonexempt salaried employees:

If the disabled employee has less than fifteen (15) years of service, his initial rate of pay upon retrogression will be: [1] the midpoint of the salary range for the job classification in which he is placed, provided his former rate of pay is equal to or is more than the midpoint of the salary range for his new classification, or [2] his former rate of pay provided such former rate is less than the midpoint of the salary range for his new classification, or [3] the minimum of the salary range for his new job classification, provided his former rate of pay is less than the minimum of the salary range for his new job classification.

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

An employee with fifteen (15) or more years of service who is retrogressed due to disability resulting from occupational illness or injury arising out of the course of his employment with the Company shall receive the midpoint of the salary range for the job in which he is placed plus twenty (20) percent of the difference between his former and new rates. Further, such retrogressed employee shall receive an additional five (5) percent of the difference between his former and new rates for each additional year of service over fifteen (15), up to a maximum equaling his former rate.

Salary adjustments after retrogression shall be in

Article IX con't.

accordance with the salary plan, except that as long as such employee is paid more than the maximum of the salary range for the job classification in which he is placed, he shall receive only fifty (50) percent of any salary range struc¬ture movement, such fifty (50) percent shall be calculated on his personal rate.

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

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

(e) Employees incapacitated due to willfully self inflicted injury, self employment or employment by others for remuneration, or injured in the commission of a felony shall not be eligible for a position under this section. The Human Resources Department will notify the Local Union when an employee is placed on retrogression.

(f) An employee retrogressed under this Section 3 shall retain his seniority in the classification from which he was retrogressed for a period of two (2) years or a period equal to his Company seniority at the time of his retrogression, whichever is less.

(g) Should a retrogressed employee recover from the disability during the period in which he has retained seniority [as provided in paragraph (f) above] to the extent that he is considered by the Company to be qualified to perform the normal duties of the job classification from which retrogressed, he shall be returned to such job provided his retained seniority is sufficient to displace an employee in the job classification from which retrogressed. The Company may require medical evidence on which to make its consideration.

Section 4. Non- Discrimination

There shall be no discrimination, interferences, restraint or coercion by the Company or its agents or the Union or its agents against any employee because of such employee's race, religion, color, sex, age, national origin, disability, or status as a Military Veteran. Whenever the masculine gender is used in this Agreement, it shall be deemed to include the masculine and feminine gender.

Section 5. Union Bulletin Boards

The Company agrees to permit the Union to erect bulletin boards in conspicuous locations to be agreed upon by the parties hereto, and the Union shall make no postings elsewhere on Company property. Only the following types of notices, provided they are not of a political, commercial, or inflammatory nature, may be posted after they are signed by an authorized officer of the Union: (a) notices of recreational or social affairs of the Union, or (b) notices of Union elections and appointments, or (c) notices of business meetings of the Union.

Section 6. Fire Retardant Clothing

Employees who are required to wear fire retardant ("FR") clothing in the performance of their job duties will be allowed to participate in the Company's Fire Retardant Clothing Allowance Program. The Company, at its sole discretion, may choose to provide FR protective clothing to employees whose job assignment requires the use of FR clothing for specific jobs.

Section 7. Training

The Company will be responsible for training all newly hired employees in the operations and safety issues of their jobs. Employees accept the responsibility to actively participate in the training and learn the skills required to operate efficiently and safely.

In an effort to enhance Line Mechanic training through

the collaborative input of the Union(s), the parties agree to actively explore the establishment of Apprenticeship Program(s) that may be registered with the applicable Federal or State Bureau of Apprenticeship and Training. The purpose of this effort is to provide the Union(s) an advisory role in the development of Line Mechanic training. Such program(s) shall not involve the creation of required numeric ratios of apprentices to journeymen and shall be otherwise in compliance with the terms and conditions of this Agreement or any associated local Agreement.

Section 8. Safety

(a) In such organizational units as the Company determines, the management of the Company shall meet with a Union safety committee, consisting of three members (upon mutual agreement of the parties additional employees may be added), for that unit for the express purpose of receiving suggestions and comments from the Union regarding the Company's safety program. Upon receipt of a written request from the Union, along with an agenda, a meeting shall be scheduled by the Company at quarterly intervals, as needed. The meetings shall be held during normal working hours, and the members of the Union safety committee shall not suffer a loss of their regular straight time earnings while attending the meetings.

(b) In the event of a serious accident involving an employee within the bargaining unit, the Company will notify the Business Manager of such and when the Company's Accident Investigation Commit¬tee investigates an accident involving an employee within the bargaining unit, at the employee's request, a Union representative or another employee of his choosing who is readily available from the employee's regular headquarters may be present during such interview without loss of regular straight time earnings.

Article IX con't.

Section 9. Medical Examinations

The Company reserves the right to require at its own expense, medical examinations and/or tests, including random and/or other drug tests, of any employee. The examined employee, upon his request, shall be furnished with a copy of the medical report.

Section 10. Personal Vehicle Use

When an employee is not furnished transportation by the Company and, at the request of management, furnishes his own transportation in the performance of his assigned duties, he shall be paid according to the applicable job site reporting or travel pay provisions of his applicable Local Agreement. However, at the option of the employee, provided the employee submits the required proof of insurance, an employee furnishing his own transportation for trips over 30 miles from his regular headquarters may be paid the authorized mileage amount in lieu of any job site reporting or travel pay provisions provided in his applicable Local Agreement.

Section 11. Licenses And Certifications

(a) Each employee who may be required to operate a motor vehicle which requires a Commercial Driver's License (CDL) shall maintain a valid CDL.

(b) The Company shall pay the cost of the Department of Transportation CDL physical examination and reimburse the employee for the difference between the full cost of the CDL and the cost of a regular State driver's license.

(c) If the Company deems it necessary to require any new license or certification as a condition of employment, the Company will meet with the Union to discuss the certification or licensing requirements and consider the Union's request for grandfathering an employee who holds the classification that requires the license or certification. This pro-

Article IX con't.

vision does not apply to licenses or certifications required by any governmental agencies or industry oversight groups.

(d) An employee in a position which requires the maintenance of a valid Commercial Drivers License and who has such license suspended or revoked by reason of a non-work related first offense for driving under the influence of either alcohol or unlawful drugs shall be treated as follows. First, he shall be accommodated with non-driving duties for the first 60 days following such suspension or revocation. Thereafter, he shall be permitted to use any remaining vacation entitlement. Upon the expiration of the 60-day accommodation period and the use of any available vacation, he shall be placed on an unpaid leave of absence, which shall not exceed 18 months. If his Commercial Drivers License is reinstated during the 18-month leave of absence, he will be permitted to return to his former classification or any other classification for which he is qualified, provided there is a vacancy.

If the employee's Commercial Driver's License is not reinstated within the 18-month period, or he incurs a second suspension or revocation, his employment will be terminated.

Section 12. Employee Leave of Absence

When the Company's business conditions permit, an employee may be granted a leave of absence for a period not exceeding one (1) year, during which he shall continue to accumulate seniority; provided, however, that for a cause determined sufficient by the Company such leave may be granted for not more than one (1) additional year. No leave may be granted for an employee to take employment elsewhere during such leave, except for employment arranged by or consented to by the Company.

All leaves of absence shall be issued in writing and state the conditions thereof. A copy of such leave shall be kept on file by the Human Resources Manager and a copy furnished to the employee and a copy to the Union.

Article IX con't. - Articel X

Section 13. Moving Expense

When it is deemed necessary by the Company and the employee agrees to move to a new residence, the Company shall furnish an insured carrier in the moving business to transport the employee's household articles, furniture and such personal effects as may be necessary to be packed with the household articles and furniture to the new address.

In the event that such employee cannot immediately find a suitable location to which to move his/her family, the Company will pay only the employee's individual reasonable living expenses at his/her new headquarters for a period not to exceed fourteen (14) calendar days.

The section above will only apply when an employee's headquarters is changed at the request of the Company. That is, when an employee initiates a change of headquarters under the provisions of an applicable Local Agreement, the Company will not be required to pay either moving or living expenses.

ARTICLE X
BENEFITS

Section 1.

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

Article X con't.

(b) As set forth in the above-named Plans or the Summary Plan Description (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 made to the above-named Plans will apply to all Company employees participating in the Plans, including not only IBEW-represented employees of the Company, but also employees represented by other Unions, and all unrepresented employees.

(c) With respect to any individual hired on or after January 1, 2014 who is covered by this Agreement, it is agreed and understood that such employees will not be eligible for retiree medical insurance coverage under any plans now in effect and offered by American Electric Power.

Section 2.

(a) Employees shall be permitted to participate in the American Electric Power Incentive Compensation Plan (ICP).

(b) Employees shall be permitted to participate in the American Electric Power
Paid Parental Leave Plan.

Section 3.

An IBEW represented employee on the payroll on February 17, 2009, will have a one-time Layoff Allowance Bank (up to a maximum of 1040 hours) as of February 17, 2009.

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

Years of Service	One Time Layoff Allowance Bank
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 other 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 or other earnings 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 February 17, 2009 and such Bank shall not be renewable.

The parties further agree that the provisions of this Section 3 shall not be subject to the Grievance and Arbitration Procedure.

Section 4. VEBA

Should the Company fund medical and health care benefits for employees and retirees by establishing a tax-exempt trust in compliance with the provisions of any federal law or regulation, upon request, the Company shall provide to the Unions:

1) a yearly financial report of the status of VEBA:
2) A financial update limited to two times during a calendar year, January 1 to January 1

ARTICLE XI
ADJUSTMENT OF DIFFERENCES

Section 1. Grievance Procedure

Should any dispute or disagreement arise between an employee or a Local Union and the Company, except disputes or disagreements arising under the Mutual Responsibilities (Article IV, above) or disputes or disagreements relating to the Benefit Plans or the Incentive Compensation Plan
specified in Article X, such dispute or disagreement shall constitute a grievance and be disposed of in the following manner:

First Step - The grievance shall be presented by the employee or his Local Union to his immediate supervisor within fourteen (14) calendar days after the incident or occurrence. It is recognized that a grievance involving compensation may not become known to an employee until he receives his paycheck for the work period during which the difference actually occurred. In such instances, an employee may present his grievance within fourteen (14) calendar days of the day he receives his paycheck. The immediate supervisor and/or appropriate Manager shall meet with the aggrieved employee within ten (10) calendar days after receipt of the grievance and shall give an answer in writing within ten (10) calendar days after the grievance meeting.

Second Step - If the grievance is not settled in the First Step, the aggrieved employee or his Local Union may, within ten (10) calendar days after the First Step answer is sent, submit the grievance in writing, including the provisions, if any, of the Agreements alleged to be violated, to the aggrieved employee's Department Manager. The Department Manager (or a designated representative) shall meet with the aggrieved employee within ten (10) calendar days after receipt of the grievance and an answer shall be

given in writing within ten (10) calendar days after the meeting.

Third Step - If the grievance is not settled in the second step, the aggrieved employee or his Local Union may, within ten (10) calendar days after the Second Step answer is sent, submit the written grievance, including the provisions, if any, of the Agreements alleged to be violated, to the Labor Relations Manager. Within ten (10) calendar days after receipt of the grievance, the Labor Relations Manager (or his designee) shall schedule a mutually agreeable date for meeting with the aggrieved employee. The Labor Relations Manager (or his designee) shall give an answer in writing within ten (10) calendar days following the meeting.

In each step of the grievance procedure, a Local Union designated representative who is reasonably available shall be present with an aggrieved employee at any of the meetings provided for above in the three steps of this grievance procedure.

The aggrieved employee or aggrieved employees (maximum of three) and one Local Union representative (an employee who is reasonably available) shall not lose their regular straight-time pay for the time spent at such grievance meetings if held during their regularly scheduled hours of employment.

If the Company fails to render a decision within the time allotted in any step of the foregoing procedure, the grievance shall be deemed denied as of the last day of such allotted time. The aggrieved employee shall have the right to continue with the next step in accordance with the procedure for advancing grievances as defined in each step. If the aggrieved employee fails to meet any of the time deadlines set forth in the foregoing procedure, the grievance shall be deemed withdrawn.

Article XI con't.

Grievance investigations by employee Local Union representatives will normally be made during other than working hours. However, if such investigations can only be conducted during working hours, permission from the Company must be obtained before proceeding with such investigations. If permission is granted, the employee or employees involved will not lose their regular straight-time rate of pay therefor.

Copies of written answers to all grievances shall be furnished to designated Local Union representatives.

Section 2. Appeal From Suspension Or Discharge

Any regular employee who considers himself improperly suspended or discharged may bypass the first two steps of the grievance procedure and submit a grievance in writing to the Third Step of the grievance procedure. Such grievance must be submitted within fourteen (14) calendar days following the first day of a suspension or the date of discharge and will otherwise be handled in accordance with the grievance procedure as heretofore defined.

Section 3. Arbitration Procedure

(a) In the event of failure to satisfactorily settle or adjust any grievance involving an allegation of a violation of a provision or provisions of the Agreements according to the foregoing grievance procedure, then within thirty (30) calendar days after the answer has been given in the Third Step, such arbitrable grievance may be submitted to arbitration in the following manner:

1. The Local Union shall within said thirty (30) calendar day period give written notice to the Company of its desire to arbitrate the grievance. Such written notice shall include, at a minimum, a statement of the remedy to be sought in arbitration, and the specific term(s)

or provision(s) of this Agreement alleged to have been violated.

2. The Company shall then request a panel of seven arbitrators from the FMCS.
3. The Company and the Local Union then shall select an arbitrator from the panel or panels submitted by the FMCS. Both the Union and the Company have the right to reject one entire panel.
4. The arbitrator shall hold a hearing on a date satisfactory to the Company and the Local Union, for the purpose of receiving such evidence as the Parties may have to present with respect to the grievance.
5. If a stenographic recording of the hearing is requested by either party, the cost or the original transcript shall be borne by the requesting party and a copy of the transcript shall be made avail able to the Arbitrator for his sole use. If the other party wants a copy of the transcript, it shall make such desire known before the close of the hearing and shall equally share the cost of the original transcript. No other electronic recordings of the hearing other than the above shall be permitted.
6. Within sixty (60) calendar days after the receipt by the arbitrator of all arguments, documents and records pertaining to the grievance, he shall render in writing a statement of findings and a decision. Such decision shall be final and binding on both Parties.

(b) The arbitrator shall have no authority to:

1. add to, detract from, or in any way modify the terms of the Agreements, or
2. pass upon any question involving wage rate schedules, or
3. pass upon any question arising from incidents occurring after the right to strike date established in Article IV, (e)(2), or

Article XI con't.

4. pass upon any question involving the re-employment rights of a former employee discharged from military service; or the job classification to which an employee on leave of absence for military service is entitled to upon discharge from military service; or
5. pass upon any question involving whether or not a disability of an employee is a result of an injury or occupational disease occurring in the course of employment with the Company; or
6. pass upon any questions which do not involve interpretation or applications of a specific term or terms of the Agreements; or
7. pass upon any question relating to benefits under the American Electric Power System Comprehensive Dental Plan, Spending Accounts, Group Life Insurance Plan, Long Term Care Plan, Long Term Disability 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], Group Accidental Death and Dismemberment Insurance Plan, Retirement Plan, Retirement Savings Plan and Sick Pay Plan; or
8. pass upon any question relating to the Incentive Compensation Plan (ICP) or Paid Parental Leave; or
9. pass upon any question relating to the MOU, or to the subject matter contained therein.

(c) The Company and the Union shall each bear their own expenses and shall equally bear all compensation and expenses of the arbitration.

(d) If the Local Union, in submitting a grievance to arbitration, fails to meet any time deadline set forth in the foregoing arbitration procedure (unless the time is extended by

mutual consent in writing), the grievance shall be deemed withdrawn.

(e) In all time steps stated in this Article XI, the date of the event which begins the time limit (answer sent, meeting held, etc.) shall not be included in counting the days of the time limit.

Section 4.

The System Council will furnish the Company with the names of its duly elected officers and the names of its duly authorized representatives.

Each affiliated Local Union will furnish the Company with the names of its duly elected officers and representatives.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this ___ day of_____, 20

For The Companies	For System Council U-9
By:	By: _____
By:	By: _____
By:	By: _____
By:	By: _____
By:	By: _____
By:	By: _____
By:_____	
By:_____	

AEP/ IBEW Master Offer for a 2022 Collective Bargaining Agreement

For IBEW Local Union 328

By: [signature]

Date: 4-4-2022

For IBEW Local Union 386

By: [signature]

Date: 4/4/2022

For IBEW Local Union 696

By: _____

Date: _____

For IBEW Local Union 738

By: [signature]

Date: 03/31/2022

For IBEW Local Union 876

By: [signature]

Date: April 5th 2022

For IBEW Local Union 934

By: [signature]

Date: 4-5-2022

For IBEW Local Union 978

By: _____

Date: _____

For IBEW Local Union 1002

By: [signature]

Date: 3/31/22

For IBEW Local Union 1392

By: [signature]

Date: 3-31-22

For IBEW Local Union 1466

By: [signature]

Date: 3/31/22

AEP/ IBEW Master Offer for a 2022 Collective Bargaining Agreement

For IBEW Local Union 329

By:

Date: 4-4-2022

For IBEW Local Union 388

By:

Date: 4/4/2022

For IBEW Local Union 696

By:

Date: 4-5-2022

For IBEW Local Union 738

By: JG Burrow

Date: 03/31/2022

For IBEW Local Union 876

By:

Date: April 5th 2022

For IBEW Local Union 934

By:

Date:

For IBEW Local Union 978

By:

Date: 4.5.2022

For IBEW Local Union 1002

By:

Date: 3/31/22

For IBEW Local Union 1392

By:

Date: 3-31-22

For IBEW Local Union 1466

By:

Date: 3/31/22

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MEMORANDUM OF UNDERSTANDING REGARDING NEGOTIATIONS FOR A NEW MASTER IBEW AND LOCAL IBEW AGREEMENTS

This Memorandum of Understanding ("MOU") is made by and between:

American Electric Power Service Corporation, Appalachian Power Company, Columbus Southern Power Company, Indiana Michigan Power Company, Kentucky Power Company, Kingsport Power Company, Ohio Power Company, Public Service Company of Oklahoma, and Southwestern Electric Power Company, (jointly referred to as "the Companies") and

The International Brotherhood of Electrical Workers, Local Unions 329, 386, 696, 738, 876, 934, 978, 1002, 1392, and 1466 (jointly referred to as "the Local Unions"), and System Council U-9 ("System Council").

The System Council, The Local Unions and The Companies ("the Parties") agree as follows:

1. System Council
The Local Unions represent certain employees who are employed by the Companies in separate bargaining units that have been certified by the National Labor Relations Board. (The parties recognize that the number of bargaining units has increased from thirty-three to thirty-four since 2006. Nothing· in this MOU prevents changes in the number of bargaining units during the period that a successor Master Agreement would be in effect) The Local Unions have established the System Council for the purpose of, among other things, engaging in collective bargaining to establish the terms and conditions of employment for the employees represented by the Local Unions.

2. Approval of the MOU

This MOU will be effective upon the date that the last Local Union signs and dates the MOU. This date shall hereafter be referred to as the "Effective Date" of the MOU. This MOU replaces the 2006 MOU used to establish the bargaining process for the initial Master Agreement and Local Agreements that became effective February 17, 2009.

3. Collective Bargaining - Prior to the Initial Master Agreement

The collective bargaining process between the Companies and the Unions had historically occurred at the local level and resulted in separate collective bargaining agreements. Many of the collective bargaining agreements that have been negotiated by the Companies and the Unions had different beginning and ending dates.

4. Collective Bargaining Process- The Initial Master and Local Agreements

Through the System Council, the Local Unions expressed their desire to negotiate with the Companies for a single Master Agreement, the terms and conditions of which applied to all of the employees who are represented by the Local Unions, while reserving certain issues to be negotiated locally in the traditional manner (hereafter referred to as "Local Agreements;.

a. The scope of the negotiations for the initial Master Agreement encompassed terms and conditions of employment recognizing, however, that the Parties could by mutual. consent reserve certain issues to be negotiated and contained in the Local Agreements. Local negotiations commenced only after negotiations for a Master Agreement were successfully concluded.

b. As each of the initial thirty-three bargaining units separately concluded negotiations for its Local

Agreement, represented employees in each of the bargaining units were provided with the opportunity to ratify both ·the Master Agreement and the Local Agreement that was applicable to that bargaining unit

c. The initial Master and Local Agreements had common expiration dates and became effective only after all of the thirty-three collective bargaining units had ratified both the Master Agreement and the applicable Local Agreement The effective date of the initial Master and Local Agreements was at 12:01 a.m. on the day following the date upon which the· last of the thirty-three bargaining units ratified the Master Agreement and the applicable Local Agreement At that time the terms and conditions of employment contained in the Master and Local Agreements superseded and replaced any existing collective bargaining agreement that has been previously negotiated by the Companies and the Local Unions. Until the Master and Local Agreements were successfully ratified effective February 17, 2009, the existing IBEW collective bargaining agreements remained in effect.

5. Expiration of the Initial Master Agreement and the Right To Strike

a. Once the Master and Local Agreements were successfully negotiated and ratified by employees within each of the bargaining units (and, as a consequence of which, a unified expiration date was established - Midnight, February 16, 2012), the right to strike by employees represented by the Local Unions shall be governed by the following schedule.

b. In the event that the Parties reach the Expiration Date of a subsequent Master and Local Agreements, the right to strike by !BEW-represented bargaining unit employees shall occur at 12:01 a.m. on the day following the date reflected in the following schedule.

Strike Date	Local Union	Bargaining Unit
Expiration Date	1002	PSO
Expiration Date	876	Three Rivers
Expiration Date	1392	Ft. Wayne
Expiration Date	1392	Muncie
Expiration Date	1392	South Bend
Expiration Date	1392	Transmission-IN
Expiration Date	1392	Station - IN
Expiration Date + 3 Months	978	Beckley
Expiration Date + 3 Months	978	Charleston
Expiration Date + 3 Months	978	Fieldale
Expiration Date + 3 Months	978	Huntington
Expiration Date + 3 Months	978	Logan
Expiration Date + 3 Months	978	Lynchburg
Expiration Date + 3 Months	978	Point Pleasant
Expiration Date + 3 Months	978	Welsh, Bluefield
Expiration Date + 3 Months	978	Roanoke
Expiration Date + 3 Months	978	Clinch River
Expiration Date + 3 Months	978	Glen Lyn
Expiration Date + 3 Months	978	Hydro - South
Expiration Date + 3 Months	978	Kanawah River
Expiration Date + 3 Months	978	Big Sandy
Expiration Date + 3 Months	1392	Cook-RPEC Tech Group
Expiration Date + 6 Months	329, 386, 738	SWEPCO
Expiration Date + 6 Months	1466	CSP
Expiration Date + 6 Months	1466	Dolan Lab
Expiration Date + 9 Months	978	Ashland
Expiration Date + 9 Months	978	Hazard
Expiration Date + 9 Months	978	Pikeville-Revenue
Expiration Date + 9 Months	1392	Cook-Maintenance
Expiration Date + 12 Months	934	Kingsport
Expiration Date + 12 Months	696	Steubenville
Expiration Date + 12 Months	1392	Cook - Stores
Expiration Date + 12 Months	1466-2	Newark, Lancaster Zanesville
Expiration Date + 12 Months	1466-1	Transmission-OH

c. The Parties agree that this Paragraph 5 of this MOU shall be incorporated into, and made a part, of the Master Agreement.

6. Collective Bargaining Process- Future Master and Local Agreements

Following the expiration of the Initial Master and Local Agreements, for all riew 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.

7. Collective Bargaining Process- Future Master and Local Agreements- Opt Out Process

a. Single Bargaining Unit Opt-Out

If any single Bargaining Unit-chooses to opt out of the bargaining process for a new Master · and Local Agreements as described in Paragraph 6 above, that Bargaining Unit must notify the Company in writing of its decision. Such single bargaining unit choosing to opt out agrees that to provide the necessary time to negotiate a successor individual collective bargaining agreement that the provisions of the then-current (or recently expired) Master and Local Agreement will remain in effect and that Local Bargaining Unit cannot go on strike until the later of:

- 60 calendar days from the date of its written notification, or

- the date during the year that its Collective Bargaining Agreement expired in accordance with Paragraph 3 above - the Collective Bargaining Process prior to the Initial Master Collective Bargaining Agreement

b. Master Negotiations Process Opt-Out

Either the Companies or the System Council shall have the right to unilaterally terminate the process of negotiating a Successor Master and Local Agreements described in Paragraph 6 of this MOU and revert back to conducting negotiations for each of the bargaining units as described in Paragraph 3 of this MOU, by serving written notice of its intent to terminate upon its counter part during the period beginning sixty calendar days before and ending sixty calendar days after the Expiration Date of the then current (or recently expired) Master and Local Agreements. Following notification, the Parties shall immediately cease any negotiations that may then be ongoing with respect to the Master and/or Local Agreements; and begin negotiations for separate collective bargaining agreements for each of the bargaining units. Should the process of negotiations a Master Agreement and Local Agreements be terminated by either party, the parties agree that to provide the necessary time to negotiate successor individual collective bargaining agreements that the provisions of the then-current Master and Local Agreement will remain in effect and the Local Bargaining Units cannot go on strike until the later of:

- 60 calendar days from the date of its written notification, or

- the date during the year that its Collective Bargaining Agreement expired in accordance with Paragraph 3 above - the Collective Bargaining Process prior to the initial Master Collective Bargaining Agreement.

8. Miscellaneous

a. The Parties expressly agree that they are not under any obligation to negotiate a Master Agreement or

participate in the process associated with negotiating a Master and Local Agreements since this constitutes a upermissive" subject of collective bargaining.

b. The Companies voluntarily agree to participate in this process as an accommodation to the Local Unions and the System Council. The Parties agree that nothing (i) in this MOU,(ii) associated with the process of attempting to bargain for the Master and Local Agreements, or (iii) associated with entering into a Master and/or Local Agreements, shall be construed as indicating the desire of the Parties to change or modify the underlying bargaining unit certifications.

For The Companies (Date: May 24, 2011):

By: [signature]
Title: MANAGING DIRECTOR LABOR

By: [signature]
Title: Labor Relations Mgr

By: [signature]
Title: VP - Shared Services

By: [signature]
Title: Manager Lab. Rel. & EPD

By: _____
Title _____

By: _____
Title _____

We, the authorized representatives for the Local Unions listed below, authorize System Council U-9 to bargain on behalf of the Local Unions for a Master Agreement, the terms and conditions of which shall apply to all bargaining unit employees that we represent.

For IBEW Local Union 329
By: [signature]
Date: 6-14-11

For IBEW Local Union 369
By: [signature] Pres/Bus Mgr
Date: _____

For IBEW Local Union 696
By: [signature]
Date: 06-06-11

For IBEW Local Union 738
By: [signature]
Date: 6-20-11

For IBEW Local Union 275
By: [signature]
Date: 6-2-11

For IBEW Local Union 834
By: [signature]
Date: 6-7-11

For IBEW Local Union 978
By: [signature]
Date: 5/25/2011

For IBEW Local Union 1925
By: [signature]
Date: 6-21-11

For IBEW Local Union 1392
By: [signature]
Date: 5/25/2011

For IBEW Local Union 1466
By: [signature]
Date: 5-25-2011

TABLE OF CONTENTS

	PURPOSE	1
Article I	UNION REPRESENTATION	1-9
	Section 1 Recognition	1-2
	Section 2 Union Security - OHIO	2-3
	Section 3 Union Security - AR, IN, KY, LA, MI, OK, TN, TX, VA, WV	3-4
	Section 4 Employees Off for Union Business	4-6
	Section 5 Leave of Absence for Union Officials	6
	Section 6 Organizing Conduct	6-7
	Section 7 P.A.C.	7
	Section 8 Classes of Employees	7-8
	Section 9 List of Eligible Employees	8
	Section 10 Successorship	8-9
	Section 11 Printing of Agreements	9
	Section 12 Union Orientation	9
Article II	MANAGEMENT & UNION RELATIONSHIP	9-11
Article III	COVERAGE, DURATION OF AGREEMENT	11-12
	Section 1 Duration of Agreement	11
	Section 2 Coverage of Agreement	11
	Section 3 Separability	11-12
Article IV	MUTUAL RESPONSIBILITIES	12-15
Article V	WORK HOURS, SCHEDULES, SHIFTS, OVERTIME	15-20
	Section 1 Work Day & Work Week	15-16
	Section 2 Work Schedules	16
	Section 3 Overtime	16-17
	Section 4 Shift, Sunday Premiums	17-18
	Section 5 Shift Trades	18
	Section 6 Non-Pyramiding of Premiums or Benefits	18-19
	Section 7 Major Service Restoration	19-20
Article VI	HOLIDAYS & PAID PERSONAL HOLIDAYS	20-22
	Section 1 Holidays	20-21

Section 2 Personal Days Off 21-22

Article VII VACATIONS 23-27
Section 1 Service & Vacation Eligibility 23
Section 2 Vacation Entitlement.....23-24
Section 3 Vacation Pay.....24
Section 4 Vacation Entitlement Upon Returning From Leave 24-25
Section 5 Vacation Pay Upon Termination or Layoff.....25-26
Section 6 Vacation Deferral 26
Section 7 Vacation Pay - Converting Unpaid Time Off.....26
Section 8 Vacation Buy Program 26-27

Article VIII COMPENSATION & WAGES.....27-29
Section 1 Wage Agreements 27-29
Section 2 Job Descriptions.....29
Section 3 Pay Period 29

Article IX MISCELLANEOUS 29-39
Section 1 Jury Duty.....29-30
Section 2 Funeral Leave.....30-31
Section 3 Retrogression of Employees 31-34
Section 4 Non-Discrimination 35
Section 5 Union Bulletin Boards 35
Section 6 Fire Retardant Clothing.....35
Section 7 Training.....35-36
Section 8 Safety 36
Section 9 Medical Examinations 37
Section 10 Personal Vehicle Use.....37
Section 11 Licenses & Certifications.....37-38
Section 12 Employee Leave of Absence.....38
Section 13 Moving Expense 39

Article X BENEFITS 39-41
Section 1 39-40
Section 2 40
Section 3 40-41
Section 4 VEBA.....41

Article XI ADJUSTMENT OF DIFFERENCES.....42-47
Section 1 Grievance Procedure.....42-44
Section 2 Appeal From Suspension or Discharge 44

Section 3 Arbitration Procedure.....44-47
Section 4 47

Signatures 48-50

Memorandum of Understanding Regarding Negotiations
For a New Master IBEW & Local IBEW Agreements.....51-57

1. System Council.....51
2. Approval of the MOU.....52
3. Collective Bargaining - Prior to the Initial Master Agreement.....52
4. Collective Bargaining Process - The Initial Master & Local Agreements.....52-53
5. Expiration of the Initial Master Agreement and the Right to Strike.....53-55
6. Collective Bargaining Process.....55
7. Collective Bargaining Process - Future Master and Local Agreements - Opt Out Process..55-56
8. Miscellaneous.....56-57

AGREEMENT

BETWEEN

KENTUCKY POWER COMPANY

AND

LOCAL UNION 978

ASHLAND DISTRICT
BARGAINING UNIT

April 1, 2022 - MARCH 31, 2026

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 AND REPRESENTATION

1.1 BARGAINING UNIT

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 production and maintenance employees, including line mechanics, line general servicers, line area servicers, station electricians, station servicers, meter electricians, driver ground worker, ground worker, fleet technicians and stores attendants employed by the employer in its Ashland, Kentucky, service area, but excluding the meter readers, field revenue specialists, dispatchers, building maintenance mechanics, transmission line mechanics, engineering technicians, drafters, engineering technologists, engineers, telecommunication technicians, protection and control specialists, foresters, field representatives, consumer services representatives, key account engineers, record specialists, all office clerical employees and all 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 classifications covered by this Agreement.

Temporary employees are those employees hired for full-time jobs but only for a specified limited period of time not to exceed six (6) months.

Part time employees are those employees whose jobs require less than a normal daily and/or weekly schedule.

1.2 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 exception of those terms and conditions of employment covered in the LOK Program.

1.3 INFORMATION FURNISHED UNION

(a) The Company agrees to furnish the Union's Business Manager a roster of employees as of the effective date of this Agreement and annually thereafter. The roster shall reflect the name, classification and seniority of each employee. Any employee aggrieved by a roster posted by the Company must file any grievance within thirty (30) days after the roster is posted.

(b) The Company agrees to furnish the Union's Business Manager a copy of any disciplinary action issued to an employee, including a written warning, suspension or discharge.

1.4 DUES

The Company shall have no obligation to collect Union dues for any month in which the employee in his first pay period, received (after all 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.

1.5 UNION REPRESENTATIVES

Authorized representatives of the Union shall be permitted to enter on the property of the Company at all reasonable times, provided such entry is necessary for the purpose of making investigation or interviewing witnesses in connection with any grievance arising between the members of the Union and the Company, but no such entry shall be made upon the premises for such purposes until the supervisor in charge has been advised. The Union shall notify the Company in writing of the name of the authorized representatives.

1.6 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. 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 a grievant) shall not lose regular straight time pay while actually attending a Second and Third Step grievance meeting.

ARTICLE II
SENIORITY

2.1 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.

Employees having less than six (6) months' service with the Company shall be considered as having no seniority. After six (6) months' service, the employee's seniority shall be calculated from the date of his employment in accordance with the terms of this Agreement.

Employees who are hired for specific temporary jobs shall have no seniority regardless of the length of service, unless said employees are transferred to the regular work force. In this event, seniority shall be calculated from the date of his assignment to fill a vacancy in a regular job and the usual six (6) months' probationary period may then be required by the Company.

2.2 TYPES OF SERVICE AND SENIORITY

Length of continuous service within the Company and/or any of the other American Electric Power Company affiliates shall be deemed Company service. Length of service within the bargaining unit shall be deemed unit seniority.

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

2.3 LIST OF PROGRESSION LINES

(a) The following shall be deemed progression lines:

LINE
Line Servicer
Line Mechanic A
Line Mechanic B
Line Mechanic C
Line Mechanic D

STATION SERVICER
Station Servicer
Station Servicer A
Station Servicer B - Certified
Station Servicer B
Station Servicer C

STATION
Station Electrician A
Station Electrician B - Certified
Station Electrician B
Station Electrician C

METER
Meter Electrician A
Meter Electrician B
Meter Electrician C

FLEET SERVICES
Fleet Technician A
Fleet Technician B

DISTRIBUTION SUPPORT
Driver Ground Worker
Ground Worker
Driver Line Worker

MATERIAL SERVICES
Truck Driver
Stores Attendant A
Stores Attendant B

(b) Employees holding a job classification in the above listed lines of progression (except Distribution Support) must acquire within such time frames as determined by the Company, the qualifications necessary to perform the duties of the next higher classification in their line of progression. An employee's failure to qualify during such period shall result in his removal from the line of progression. (Note: For purposes of this Section 2.3, progression in "Line" is from "D" to "A", "Station Servicer" is from "C" to "Station Servicer" and "Station" is from "C" to "A.") When such an employee is promoted by the Company to the next higher classification in his line of progression, the Company shall not be required to post a notice under Section 2.4 (c) of this Article II.

(c) The Company may place an employee in any Distribution Support job classification without regard to the seniority provision of this Article II.

(d) When a vacancy is posted in the Station Servicer Line of Progression, only employees in the Station Electrician Line of Progression will have initial bidding rights, and if awarded a position, will be moved laterally within the Station Servicer Line of Progression at the same time progression step, unless qualified for the Station Servicer position. Likewise, when a vacancy is posted in the Station Electrician Line of

Progression, only employees in the Station Servicer Line of Progression will have initial bidding rights and if awarded a position, will be moved laterally within the Station Electrician Line of Progression at the same time progression step. If no one from the Station Electrician or Station Service Line of Progression bids, the Company may fill the job through a hire or a transfer of a qualified employee from another Line of Progression. The individual awarded the position will be subject to the up or out provisions in Section 2.3(b) above.

2.4 JOB POSTING

(a) When the Company desires to make promotions or to increase work forces as too 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, 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: Unit Seniority.

If an employee is 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 unit seniority shall govern. If unit seniority is equal, Company service shall govern. If

Company service is equal, then the employee with the earliest birthday in the year will be deemed senior.

(b) The line of progression seniority of an employee transferred from one line of progression to another 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.

(c) In the event a vacancy is to be filled in a classification covered by this Agreement, except under Section 2.3 (b) of this Article II, in order that employees may know about jobs available, a notice shall be posted 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, or another employee on his behalf if the employee is absent due to vacation, may submit bids for these jobs to his supervisor or the Human Resources Manager during the period specified.

The Company will make a reasonable effort to fill posted positions within a five (5) month time period. If due to unforeseen circumstances or other issues, the opening cannot be filled, then the Company shall notify the Union of the current status of filling

the position and shall discuss the possibility of reposting the position within the five (5) month time period.

When a vacancy is filled by a junior employee, the Company's reasons shall, upon request, be given to the Union and/or senior employees who bid.

An employee who is classified as a Line Mechanic D and who is not qualified for promotion within his line of progression shall not be permitted to transfer.

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

(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.

(d) When the Company determines that it is necessary to redistribute employees within a job classification among the various regular headquarters within the bargaining unit on other than a temporary basis, a notice shall be posted on appropriate bulletin boards in the bargaining unit for not less than ten (10) calendar days. Any employee in the affected job classification may exercise his line of progression seniority to bid for such change of regular headquarters. If the Company is not able to accomplish its desired redistribution through the above process, then the Company will redistribute employees within the job classification by reverse line of progression seniority from the affected regular headquarter.

2.5 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 2.8 of this Article II.

(d) Is absent from work due to layoff in excess of the times specified in Section 2.7 of this Article II.

(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 absences.

(f) Overstays a leave of absence.

2.6 LAYOFF AND DISPLACEMENTS

(a) When a reduction in force is necessary, probationary employees in the affected line of progression shall be laid off first. If it is necessary to reduce the number of regular employees, or to layoff regular employees, 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 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 seniority or unit 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 thereby may exercise their line of progression seniority and unit 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) Entrance jobs for the purpose of interpreting and applying the provisions of Section 2.6 (A) above are deemed to be:

Line Mechanic D
Station Servicer C
Station Electrician C
Meter Electrician C
Fleet Technician B
Driver Ground Worker
Ground Worker
Stores Attendant B

(c) An employee transferred to another job classification in accordance with the terms of this Section 2.6 shall receive (1) the top rate of pay of the classification to which transferred provided his former rate is equal to or exceeds the top rate of the new classification, or (2) the rate immediately below his former rate provided his former rate is less than the top rate of the new classification, or (3) the beginning rate of the new classification provided his former rate is less than the beginning rate of the new classification.

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

(e) For the purpose of this Section 2.6, an employee who transfers from one line of progression to another in exercising his seniority under Sections 2.6 (a) or (b) above 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 2.7 of this Article II. 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 2.8 of this Article II.

(f) 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.

(g) The Company shall give employees two (2) weeks' advance notice before being laid off, or in lieu thereof, eight (80) hours pay at the employee's regular straight-time rate of pay.

2.7 SENIORITY AFTER LAYOFF

If a regular employee is laid off, he shall retain his seniority for a period of two (2) years or for a period equal to his length of service when such absence begins, whichever is less, unless he sustains a complete loss of seniority as provided elsewhere in this Agreement.

2.8 RECALL

In recalling laid off employees, they shall be returned to work according to unit seniority if they are available, able and qualified to return to work. If an employee who has been laid off fails to report within seven (7) calendar days after notice is sent by United States Certified 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.

2.9 EMPLOYEE LEAVING BARGAINING UNIT

When an employee moves 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 one hundred eighty (180) calendar days, to a bargaining unit classification without loss of seniority accumulated before and after such promotion or transfer.

Further, such employee may be returned by the Company to a bargaining unit classification at any time after one hundred eighty (180) calendar days without loss of seniority accumulated before such promotion or transfer.

This Section 2.9 is not applicable to employees temporarily performing a supervisory or other job not covered by this Agreement. During such temporary periods of assignment the employee remains in the bargaining unit, maintains all rights conferred by this Agreement and continues to accumulate seniority during the assignment.

An employee who moves from this bargaining unit to another bargaining unit represented by Local 978 shall continue to accumulate seniority in this bargaining unit. Such accumulated seniority can be used by the employee to displace a less senior employee in this bargaining unit, but only if the employee is subject to being laid off in the Local 978 bargaining unit.

2.10 PURPOSES 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.

2.11 DEFINITIONS

(a) PROMOTIONS shall be considered as a change from one job classification to a job classification carrying a higher maximum rate of pay in the same line of progression.

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

(c) TRANSFERS shall be considered as a change from a job classification within one line or progression to a job classification in another line of progression.

ARTICLE III
WORKING CONDITIONS

3.1 WORK SCHEDULES

Where schedules include Saturdays and/or 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. However, the provisions of this Section above shall not apply when the Company deems it necessary to invoke the Major Service Restoration.

3.2 OVERTIME PAY

An employee shall be paid double his regular straight-time rate of pay for hours worked on his second scheduled day off within the workweek 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 (1½) times his regular straight-time rate of pay.

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 or when the Company deems it necessary to invoke the Major Service Restoration provisions.

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.

(c) If overtime for which an employee is scheduled is canceled later than ten (10) hours prior to the scheduled overtime, the employee will be paid one (1) hour's pay at the applicable overtime rate.

3.3 SHIFT PREMIUMS

(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 half or more of the scheduled hours worked are between 7:00 a.m. and 3:00 p.m.

Second Shift - Where half or more of the scheduled hours worked are between 3:00 p.m. and 11:00 p.m.

Third Shift - Where half or more of the scheduled hours worked are between 11:00 p.m. and 7:00 a.m.

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

Shift premium will apply in connection with overtime worked by employees assigned to the Second or Third shift.

Employees regularly assigned to a First Shift who are temporarily assigned to a Second or Third Shift will be paid the premium applicable to the shift to which temporarily assigned.

3.4 SCHEDULE AND SHIFT MODIFICATION

For the purpose of clarification, the following definitions apply:

(a) "Schedule Change" shall mean a change in regular workdays of a workweek.

(b) "Shift Change" shall mean a change in hours within a workday which results in the majority of an employee's newly scheduled hours to be within a shift other than his previous scheduled shift (see Section 3.3(a) of this Article III for shift definitions).

Overtime assignments and the Company's decision to invoke the Major Service Restoration provision shall not constitute either a schedule change or a shift change.

If the Company desires to change an employee's schedule and/or shift, the following shall apply:

(1) If an employee has his shift and/or schedule changed with less than twenty-four (24) hours' notice before the beginning of the changed shift and/or schedule, he shall be paid one and one-half (1½) 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 his regular straight-time rate plus applicable shift premium for the remainder of the hours worked on such changed shift and/or schedule.

(2) 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.

(3) Notwithstanding Section 3.4 (b)(1) and (2) above, 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 (1½) times his regular straight-time rate including applicable shift premium for hours worked on the first day of such changed shift and/or schedule.

3.5 CALL OUT

(a) 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 that preceded his scheduled starting time.

Callout pay shall not apply in cases where an employee has not left the Company property.

(b) When employees are required to remain at a particular place on call during Sundays, holidays or 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.

3.6 OVERTIME WORK—OBLIGATION, DISTRIBUTION

To the extent that is reasonable and practicable to do so, the Company will endeavor to equitably distribute overtime assignments over reasonable periods of time. Overtime records, cumulated on a biweekly basis, will be posted as soon as practicable after the closing of the pay period.

If overtime is assigned to the wrong classification, the qualified employee in the proper classification who should have been assigned the overtime shall be provided make-up overtime equal to the number of hours of the missed assignment. In no event shall the remedy for a violation of this Section 3.6 (b) be paid for time not worked. However, the provisions of Section 3.6 (b) above shall not apply when the Company deems it necessary to invoke the Major Service Restoration provisions.

3.7 REST PERIOD

(a) 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.

(b) The provisions of Section 3.7 (a) above shall not apply when the Company deems it necessary to invoke the Major Service Restoration provisions.

(c) However, if the rest period under (a) above is interrupted by recall, a new rest period shall begin at the earlier time occurring under (a) or (b) above.

3.8 JOB SITE REPORTING

(a) When conditions require that an employee work at a distance from his regular headquarters, the Company shall provide transportation and pay for travel time both ways between headquarters and job locations.

(b) Notwithstanding Section 6.9 (A) above, an employee may be required to furnish his own transportation and travel on his own time when he is assigned to report to work at job locations which are within thirty (30) miles of his regular headquarters.

When an employee is assigned to work at job locations which are between thirty (30) and sixty (60) miles of his regular headquarters he may be required to travel on his own time and will be paid Thirty-Four Dollars ($34) for furnishing his own transportation.

3.9 LODGING AND BOARD PER DIEM

When employees are required to be away from their headquarters overnight, the Company shall either (1) furnish a one hundred twenty-five dollar ($125.00) "travel allotment" for lodging, meals and miscellaneous expenses, or (2) furnish actual meals and lodging or (3) furnish lodging and provide per diem amounts for meals based on the meals to be provided according to the chart immediately below:

Per Diem Meal Amounts

Meal(s) to be provided	**Effective 4/1/22**	**Effective 4/1/24**
Breakfast	$11.00	$13.00
Mid-Shift	$11.00	$13.00
Evening	$20.00	$22.00
Breakfast and Mid-shift	$22.00	$26.00
Mid-shift and Evening	$31.00	$35.00
All three meals	$42.00	$48.00

The Company shall deduct from the applicable per diem the cost of any meals which it may provide. Travel time between lodging and job locations shall not be considered as time worked, except when the Company invokes the major service restoration provisions in Article V of the IBEW Master Agreement and work is performed outside the American Electric Power System. Travel time between lodging and job locations shall not be considered as time worked. An employee working away from their headquarters may not be required to remain away on his regular off days unless paid for all work done on those

days, or all time spent during the normal working hours of such days, at the appropriate rate of pay.

3.10 MEAL ALLOWANCE

An employee will be entitled to a $15.00 (*Effective April 1, 2024* – $17.00) meal allowance when he:

(a) works overtime for two (2) hours or more immediately before or after his regular shift, or

(b) is called out to work overtime without advance notice and such overtime is worked six (6) hours or more, or

(c) is called out to work overtime without advance notice and such overtime is worked into a normal meal time (i.e., 6:30 a.m. to 7:30 a.m., 12:00 noon to 1:00 p.m., and 5:30 p.m. to 6:30 p.m.), or

(d) is scheduled to work overtime outside of, but not immediately before or after, his regular shift and such overtime is worked more than ten (10) hours, or

(e) is called out to work overtime and is prevented from providing his own regular mid-shift meal, or

(f) works overtime continuously for six (6) hours or more after becoming entitled to an initial meal allowance under (1), (2), (3), or (4) above, and will be entitled to additional meal allowances for each subsequent six (6) hour interval of continuous overtime worked thereafter.

(g) Any time provided to eat a meal shall not be deemed time worked.

3.11 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.

The Company shall furnish the Union a copy of the Report of Injury or Illness of any accident affecting an employee covered by this Agreement and resulting in lost time.

The formulation and installation of safety rules is the responsibility of management and employees shall be required to observe such rules. The reasonableness of a safety rule is subject to the grievance and arbitration procedure.

The Company shall provide and maintain first aid equipment at all headquarters, in convenient locations, and in automotive equipment used by employees; and employees shall be instructed to observe all safety rules.

The Company shall furnish prescription safety eyeglasses (the style and type of which shall be determined by the Company) for employees whose duties, as determined by the Company, require eye protection and who have need for prescription lenses. The employee will pay for his eye examination and furnish the Company a copy of the prescription to be used.

3.12 INCLEMENT WEATHER

When in judgment of the Company, inclement weather prevents the regular maintenance employees covered by this Agreement from working outdoors on energized primary equipment except in emergencies, the Company will provide work indoors or outdoors at their regular rate of pay. This section shall not apply to workers who have already completed their regular number of work hours for the week.

3.13 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. Employees shall be allowed a reasonable length of time to return their tools and equipment to their proper place before their regular quitting time. When employees are furnished with Company equipment, such as vehicles, lockers, desks, etc., the Company may inspect such at any time.

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.

Uniforms (the material and style of which shall be determined by the Company) shall be furnished to employees employed as Fleet Technicians.

3.14 REPORTING OFF DUTY

Employees who are unable to report for work shall, if possible, notify their supervisors at least two (2) hours before their starting time of such inability to report to work. However, any employee who is unable to report for work is expected to notify his supervisor as soon as he knows of his inability to report to work.

3.15 FLEET CERTIFICATION FEES

When a Fleet Technician registers to take a certification test, or a re-certification test, such as those given by the Fluid Power Society or the Automotive Service Excellence (ASE) organizations, which is required by the Company, the initial test registration fee and the initial periodic re-certification fees shall be paid by the Company. Subsequent fees for retests, if any, shall be paid by the employee.

ARTICLE IV
VACATIONS

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

4.2 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.

4.3 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.

4.4 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.

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

4.6 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, 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 V
HOLIDAYS

5.1 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 either:

(1) Pay such employee for eight (8) hours at his regular straight-time rate for such holiday, or

(2) Give such employee a day off on one of his currently scheduled days of work for that workweek and pay him for eight (8) hours at his regular straight-time rate for such day.

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

5.2 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 (1½) times his regular straight-time rate of pay.

(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) When the holiday worked is observed on one of the employee's regular scheduled days off, all hours worked on such an employee's regular day off shall be paid at two (2) times his regular straight-time pay.

5.3 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) Requests for a Personal Day Off should be made at least one (1) week in advance of the day to be observed, unless extenuating circumstances prevent the asking for the day in such advance time, and the day for observing such Personal Day Off must be approved by the employee's immediate supervisor.

(b) 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 they were received.

(c) 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 workday 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.

(d) 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 or the employee may request to reschedule the holiday to another day prior to December 31.

(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 (1½) 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.

ARTICLE VI
WAGES

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

6.2 TEMPORARY WORK ASSIGNMENTS

If an employee is temporarily assigned to a job of higher rate for one (1) hour or more, either within or outside of his department, he shall receive the higher rate for the actual hours worked in the higher rated job.

If temporary assignments cover a full day before and a full day after a holiday, any pay for the holiday not worked shall be based upon the straight-time hourly rate for time worked on the scheduled day preceding the holiday.

6.3 RATE OF PAY FOR NEW OR CHANGED JOB CLASSIFICATIONS

If new job classifications are created or if the duties of any job classification 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.

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.

ARTICLE VII
WAIVER OF BARGAINING

It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements, understandings, customs and practices, oral or written, expressed or implied, and this Agreement incorporates their full and complete understandings 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.

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 CBA 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 7th day of April, 2022.

FOR THE COMPANY:	FOR THE UNION:
Kentucky Power Company	Local Union 978, International Brotherhood of Electrical Workers Ashland Bargaining Unit
Labor Relations Manager	Business Manager

INDEX
ASHLAND
BARGAINING UNIT

SUBJECT **PAGE**

Call Out 19

Demotion 16
Dues Deduction 5

Employees, New, Change of Status 4
Entrance Jobs 12

Fleet Certification Fees 26

Grievance Committee 5

Holidays - Pay If Not Worked 28
Holidays - Pay If Worked 29
Holidays - Personal Day Off 29
Holidays - During Vacation 27

Inclement Weather 25
Intent and Purpose 2

Job Posting 8

Layoff and Displacements 12
Legacy of Knowledge 4
Lines of Progression 7

Meal Allowance 23
Meals and lodging, Per Diems 22

On Call 20
Overtime Cancellation 17
Overtime Distribution 20
Overtime Obligation 20
Overtime Payments 16

Promotion 16

INDEX
ASHLAND
BARGAINING UNIT

SUBJECT **PAGE**

Recall 14
Report for Work 26
Report for Work at Job Site 22
Rest Period 21

Safety 24
Safety Glasses 24
Schedules 16
Schedule Change 18
Seniority, Acquisition of 6
Seniority, After Layoff 14
Seniority, Definition of Types 7
Seniority, Loss of 11
Seniority, Posting of Roster 4
Seniority, Upon Leaving Bargaining Unit 15
Shift Change 18
Shift Premium 17
Step-Up 31

Tools and Equipment 25
Transfers 16
Travel Time 22

Union Access to Company Property 5
Unit Defined 3

Vacation - Choice of Period 27

Wages - Pay for Temporary Assignment 31
Wages - Rate for New or Changed Jobs 31
Wages - Working Sixteen Consecutive Hours and Continues to Work 17
Work away from Headquarters 22

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 CBA 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 14th day of April, 2022.

FOR THE COMPANY:	FOR THE UNION:
Kentucky Power Company	Local Union 978, International Brotherhood of Electrical Workers Ashland Bargaining Unit
Labor Relations Manager	Business Manager

AGREEMENT

Between

KENTUCKY POWER COMPANY
BIG SANDY PLANT

And

LOCAL 978,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

April 1, 2022 - MARCH 31, 2026

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
Stores

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. If Plant seniorities are equal, then service shall govern. If service is equal, then the employee with the earliest birthday in the year will be deemed senior.

(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 Control Technician-Junior, Equipment Operator-Junior, Performance & Industrial Hygiene Technician-Junior, Stores Attendant-Junior, Maintenance Machinist, Maintenance Mechanic-Senior, Maintenance Welder, Unit Operator, 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 may submit bids for these jobs to the Human Resources Manager during the period specified. However, an Equipment Operator-Junior may not submit a bid to change lines of progression within such entrance job.

The Company will make a reasonable effort to fill posted positions within a five (5) month time period. If due to unforeseen circumstances or other issues, the opening cannot be filled, then the Company shall notify the Union of the current status of filling the position and shall discuss the possibility of reposting the position within the five (5) month time period.

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. 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 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 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 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) When a reduction in force is necessary, probationary employees in the affected line of progression shall be laid off first. If it is necessary to reduce the number of regular employees in a line of progression, or to lay off regular employees, 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) Entrance jobs for the purpose of interpreting and applying the provisions of subsection 6(A) above are deemed to be:

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

(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 half or more of the scheduled hours worked are between 8:00 a.m. and 4:00 p.m.

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

Third Shift - Where half or more 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 $15 (*Effective April 1, 2024* – $17.00) 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

(A) 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:

(B) Notwithstanding 14(A) above, an employee may be required to furnish his own transportation and travel on his own time when he is assigned to report to work at job locations that are within thirty (30) miles of his regular headquarters.

When an employee is assigned to work at job locations which are between thirty (30) and sixty (60) miles of the Plant, he may be required to travel on his own time and will be paid Thirty-Four Dollars ($34) for furnishing his own transportation.

(C) When employees are required to be away from the Plant overnight, the Company shall either (1) furnish a one hundred twenty-five dollar ($125.00) "travel allotment" for lodging, meals and miscellaneous expenses, or (2) furnish actual meals and lodging or (3) furnish lodging and provide per diem amounts for meals based on the meals to be provided according to the chart immediately below:

Per Diem Meal Amounts

Meal(s) to be provided	**Effective 4/1/22**	**Effective 4/1/24**
Breakfast	$11.00	$13.00
Mid-Shift	$11.00	$13.00
Evening	$20.00	$22.00
Breakfast and Mid-shift	$22.00	$26.00
Mid-shift and Evening	$31.00	$35.00
All three meals	$42.00	$48.00

The Company shall deduct from the applicable per diem the cost of any meals which it may provide. Travel time between lodging and job locations shall not be considered as time worked, except when the Company invokes the major service restoration provisions in Article V of the IBEW Master Agreement and work is performed outside the American Electric Power System. An employee working away from the Plant may not be required to remain away on his regular off

days unless paid for all work done on those days, or all time spent during the normal working hours of such days, at the appropriate rate of pay.

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) When the holiday worked is observed on one of the employee's regular scheduled days off, all hours worked on such an employee's regular day off shall be paid at two (2) times his regular straight-time pay.

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

5.2 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 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.

5.4 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.

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

5.6 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.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 7th day of April, 2022.

FOR THE COMPANY:	FOR THE UNION:
Kentucky Power Company	Local Union 978, International Brotherhood of Electrical Workers Big Sandy Plant Bargaining Unit
Jamie Buckelew	
Labor Relations Manager	Business Manager

INDEX
BIG SANDY PLANT

SUBJECT	PAGE
Authority of Arbitrator	4
Bargaining Unit Defined	2
Call Out	17
Duration of Agreement	31
Dues Deduction	3
Employees Leaving Bargaining Unit	12
Grievance Committee	3
Health and Safety	21
Holidays – Pay for Holidays Not Worked	25
Holidays – Pay for Holidays Worked	26
Holidays - Personal Days Off	27
Job Bidding	6
Layoff and Displacements	9
Legacy of Knowledge	2
Lines of Progression	4
Meal Allowance	21
Overtime - Distribution of Overtime	20
Overtime - Payments	14
Personal Day Off	27
Procedure for Filling Vacancies	6
Promotion and Transfers	5
Rate of Pay for New or Changed Jobs	19
Recall	11
Rest Period	22
Seniority, During Illness or Injury	13
Seniority, After Transfer or Demotion	5
Seniority, Acquisition of	4
Seniority, After Layoff	11
Seniority, Types of	4
Seniority, Loss of	8
Seniority Lists	13
Seniority, Purpose	12
Schedule and Shift Modification	16
Shift Premium	15

INDEX
BIG SANDY PLANT

SUBJECT **PAGE**

Temporary Work Assignments 18
Tools and Equipment 21

Union Recognition 2

Vacation - Choice of 29
Vacation – Holidays During Vacation 30

Wage Agreement 31
Wages - Pay for Temporary Assignment 18
Wages - Rate for New or Changed Jobs 19
Wages – Increases Within Classification 19
Waiver of Bargaining 30
Working Away From the Plant 22

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Jamie Buckelew	
Labor Relations Manager	Business Manager

AGREEMENT

BETWEEN

KENTUCKY POWER COMPANY

AND

LOCAL UNION 978

HAZARD
BARGAINING UNIT

April 1, 2022 - MARCH 31, 2026

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 AND REPRESENTATION

1.1 BARGAINING UNIT

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 production and maintenance employees, including line mechanics, line general servicers, line area servicers, station electricians, station servicers, meter electricians, driver ground worker, ground worker, fleet technicians, meter readers, field revenue specialists and stores attendants employed by the employer in its Hazard, Kentucky, service area, but excluding the dispatchers, building maintenance mechanics, transmission line mechanics, engineering technicians, drafters, engineering technologists, engineers, telecommunication technicians, protection and control specialists, foresters, field representatives, consumer services representatives, key account engineers, record specialists, all office clerical employees and all 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 classifications covered by this Agreement.

Temporary employees are those employees hired for full-time jobs but only for a specified limited period of time not to exceed six (6) months.

Part time employees are those employees whose jobs require less than a normal daily and/or weekly schedule.

1.2 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 exception of those terms and conditions of employment covered in the LOK Program.

1.3 INFORMATION FURNISHED TO THE UNION

(a) The Company agrees to furnish the Union's Business Manager a roster of employees as of the effective date of this Agreement and annually thereafter. The roster shall reflect the name, classification and seniority of each employee. Any employee aggrieved by a roster posted by the Company must file any grievance within thirty (30) days after the roster is posted.

(b) The Company agrees to furnish the Union's Business Manager a copy of any disciplinary action issued to an employee, including a written warning, suspension or discharge.

1.4 DUES

The Company shall have no obligation to collect Union dues for any month in which the employee in his first pay period, received (after all 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.

1.5 UNION REPRESENTATIVES

Authorized representatives of the Union shall be permitted to enter on the property of the Company at all reasonable times, provided such entry is necessary for the purpose of making investigation or interviewing witnesses in connection with any grievance arising between the members of the Union and the Company, but no such entry shall be made upon the premises for such purposes until the supervisor in charge has been advised. The Union shall notify the Company in writing of the name of the authorized representatives.

1.6 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. 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 a

grievant) shall not lose regular straight time pay while actually attending a Second and Third Step grievance meeting.

ARTICLE II
SENIORITY

2.1 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.

Employees having less than six (6) months' service with the Company shall be considered as having no seniority. After six (6) months' service, the employee's seniority shall be calculated from the date of his employment in accordance with the terms of this Agreement.

Employees who are hired for specific temporary jobs shall have no seniority regardless of the length of service, unless said employees are transferred to the regular work force. In this event, seniority shall be calculated from the date of his assignment to fill a vacancy in a regular job and the usual six (6) months' probationary period may then be required by the Company.

2.2 TYPES OF SERVICE AND SENIORITY

Length of continuous service within the Company and/or any of the other American Electric Power Company affiliates shall be deemed Company service.

Length of service within the bargaining unit shall be deemed unit seniority.

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

2.3 LIST OF PROGRESSION LINES

(a) The following shall be deemed progression lines:

LINE
Line Servicer
Line Mechanic A
Line Mechanic B
Line Mechanic C
Line Mechanic D

STATION SERVICER
Station Servicer
Station Servicer A
Station Servicer B - Certified
Station Servicer B
Station Servicer C

STATION

Station Electrician A
Station Electrician B - Certified
Station Electrician B
Station Electrician C

METER
Meter Electrician A
Meter Electrician B
Meter Electrician C

FIELD REVENUE OPERATIONS
Field Revenue Specialists
Meter Servicer
Meter Reader

FLEET SERVICES
Fleet Technician A
Fleet Technician B

DISTRIBUTION SUPPORT
Driver Ground Worker
Ground Worker
Driver Line Worker

MATERIAL SERVICES
Stores Attendant A
Stores Attendant B

(b) Employees holding a job classification in the above listed lines of progression (except Distribution Support) must acquire within such time frames as determined by the Company, the qualifications necessary to perform the duties of the next higher classification in their line of progression. An employee's failure to qualify during such period shall result in his removal from the line of progression. (Note: For purposes of this Section 2.3, progression in "Line" is from "D" to "A" , "Station Servicer is from "C" to "Station Servicer", "Station" is from "Station Electrician C" to "A." and Field Revenue Operations is Meter Reader to Meter Servicer.) When such an employee is promoted by the Company to the next higher classification in his line of progression, the Company shall not be required to post a notice under Section 2.4 (c) of this Article II.

(c) The Company may place an employee in any Distribution Support job classification without regard to the seniority provision of this Article II.

(d) When a vacancy is posted in the Station Servicer Line of Progression, only employees in the Station Electrician Line of Progression will have initial bidding rights, and if awarded a position, will be moved laterally within the Station Servicer Line of Progression at the same time progression step, unless qualified for the Station Servicer position. Likewise, when a vacancy is posted in the Station Electrician Line of Progression, only employees in the Station Servicer Line of Progression will have initial bidding rights and if awarded a position, will be moved laterally within the Station Electrician Line of Progression at the same time progression step. If no one from the Station Electrician or Station Service Line of Progression bids, the Company may fill the job through a hire or a transfer of a qualified employee from another Line of Progression. The individual awarded the position will be subject to the up or out provisions in Section 2.3(b) above.

2.4 JOB POSTING

(a) When the Company desires to make promotions or to increase work forces as too 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, 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: Unit Seniority.

If an employee is 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 unit seniority shall govern. If unit seniority is equal, Company service shall govern. If service is equal, then the employee with the earliest birthday in the year will be deemed senior.

(b) The line of progression seniority of an employee transferred from one line of progression to another 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.

(c) In the event a vacancy is to be filled in a classification covered by this Agreement, except under Section 2.3 (b) of this Article II, in order that employees may know about jobs available, a notice shall be posted 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, or another employee on his behalf if the employee is absent due to vacation, may submit bids for these jobs to his supervisor or the Human Resources Manager during the period specified.

The Company will make a reasonable effort to fill posted positions within a five (5) month time period. If due to unforeseen circumstances or other issues, the opening cannot be filled, then the Company shall notify the Union of the current status of filling the position and shall discuss the possibility of reposting the position within the five (5) month time period.

When a vacancy is filled by a junior employee, the Company's reasons shall, upon request, be given to the Union and/or senior employees who bid.

An employee who is classified as a Line Mechanic D and who is not qualified for promotion within his line of progression shall not be permitted to transfer.

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

(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.

(d) When the Company determines that it is necessary to redistribute employees within a job classification among the various regular headquarters within the bargaining unit on other than a temporary basis, a notice shall be posted on appropriate bulletin boards in the bargaining unit for not less than ten (10) calendar days. Any employee in the affected job classification may exercise his line of progression seniority to bid for such change of regular headquarters. If the Company is not able to accomplish its desired redistribution through the above process, then the Company will redistribute employees within the job classification by reverse line of progression seniority from the affected regular headquarter.

2.5 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 2.8 of this Article II.

(d) Is absent from work due to layoff in excess of the times specified in Section 2.7 of this Article II.

(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 absences.

(f) Overstays a leave of absence.

2.6 LAYOFF AND DISPLACEMENTS

(a) When a reduction in force is necessary probationary employees in the affected line of progression shall be laid off first. If it is necessary to reduce the number of regular employees, or to layoff regular employees, 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 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 seniority or unit 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 thereby may exercise their line of progression seniority and unit 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) Entrance jobs for the purpose of interpreting and applying the provisions of Section 2.6 (A) above are deemed to be:

Line Mechanic D
Station Servicer C
Station Electrician C
Meter Electrician C
Meter Reader
Fleet Technician B
Driver Ground Worker
Ground Worker
Stores Attendant B

(c) An employee transferred to another job classification in accordance with the terms of this Section 2.6 shall receive (1) the top rate of pay of the classification to which transferred provided his former rate is equal to or exceeds the top rate of the new classification, or (2) the rate immediately below his former rate provided his former rate is less than the top rate of the new classification, or (3) the beginning rate of the new classification provided his former rate is less than the beginning rate of the new classification.

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

(e) For the purpose of this Section 2.6, an employee who transfers from one line of progression to another in exercising his seniority under Sections 2.6 (a) or (b) above 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 2.7 of this Article II. 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 2.8 of this Article II.

(f) 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.

(g) The Company shall give employees two (2) weeks' advance notice before being laid off, or in lieu thereof, eight (80) hours pay at the employee's regular straight-time rate of pay.

2.7 SENIORITY AFTER LAYOFF

If a regular employee is laid off, he shall retain his seniority for a period of two (2) years or for a period equal to his length of service when such absence begins, whichever is less, unless he sustains a complete loss of seniority as provided elsewhere in this Agreement.

2.8 RECALL

In recalling laid off employees, they shall be returned to work according to unit seniority if they are available, able and qualified to return to work. If an employee who has been laid off fails to report within seven (7) calendar days after notice is sent by United States Certified 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.

2.9 EMPLOYEE LEAVING BARGAINING UNIT

When an employee moves 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 one hundred eighty (180) calendar days, to a bargaining unit classification without loss of seniority accumulated before and after such promotion or transfer.

Further, such employee may be returned by the Company to a bargaining unit classification at any time after one hundred eighty (180) calendar days without loss of seniority accumulated before such promotion or transfer.

This Section 2.9 is not applicable to employees temporarily performing a supervisory or other job not covered by this Agreement. During such temporary periods of assignment the employee remains in the bargaining unit, maintains all rights conferred by this Agreement and continues to accumulate seniority during the assignment.

An employee who moves from this bargaining unit to another bargaining unit represented by Local 978 shall continue to accumulate seniority in this bargaining unit. Such accumulated seniority can be used by the employee to displace a less senior employee in this bargaining unit, but only if the employee is subject to being laid off in the Local 978 bargaining unit.

2.10 PURPOSES 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.

2.11 DEFINITIONS

(a) PROMOTIONS shall be considered as a change from one job classification to a job classification carrying a higher maximum rate of pay in the same line of progression.

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

(c) TRANSFERS shall be considered as a change from a job classification within one line or progression to a job classification in another line of progression.

ARTICLE III
WORKING CONDITIONS

3.1 WORK SCHEDULES

Where schedules include Saturdays and/or 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. However, the provisions of this Section above shall not apply when the Company deems it necessary to invoke the Major Service Restoration.

3.2 OVERTIME PAY

An employee shall be paid double his regular straight-time rate of pay for hours worked on his second scheduled day off within the workweek 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 (1½) times his regular straight-time rate of pay.

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 or when the Company deems it necessary to invoke the Major Service Restoration provisions.

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.

(c) If overtime for which an employee is scheduled is canceled later than ten (10) hours prior to the scheduled overtime, the employee will be paid one (1) hour's pay at the applicable overtime rate.

3.3 SHIFT PREMIUMS

(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 half or more of the scheduled hours worked are between 7:00 a.m. and 3:00 p.m.

Second Shift - Where half or more of the scheduled hours worked are between 3:00 p.m. and 11:00 p.m.

Third Shift - Where half or more of the scheduled hours worked are between 11:00 p.m. and 7:00 a.m.

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

Shift premium will apply in connection with overtime worked by employees assigned to the Second or Third shift.

Employees regularly assigned to a First Shift who are temporarily assigned to a Second or Third Shift will be paid the premium applicable to the shift to which temporarily assigned.

3.4 SCHEDULE AND SHIFT MODIFICATION

For the purpose of clarification, the following definitions apply:

(a) "Schedule Change" shall mean a change in regular workdays of a workweek.

(b) "Shift Change" shall mean a change in hours within a workday which results in the majority of an employee's newly scheduled hours to be within a shift other than his previous scheduled shift (see Section 3.3(a) of this Article III for shift definitions).

Overtime assignments and the Company's decision to invoke the Major Service Restoration provision shall not constitute either a schedule change or a shift change.

If the Company desires to change an employee's schedule and/or shift, the following shall apply:

(1) If an employee has his shift and/or schedule changed with less than twenty-four (24) hours' notice before the beginning of the changed shift and/or schedule, he shall be paid one and one-half (1½) 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 his regular straight-time rate plus applicable shift premium for the remainder of the hours worked on such changed shift and/or schedule.

(2) 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.

(3) Notwithstanding Section 3.4 (b)(1) and (2) above, 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 (1½) times his regular straight-time rate including applicable shift premium for hours worked on the first day of such changed shift and/or schedule.

3.5 CALL OUT

(a) 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 that preceded his scheduled starting time.

Callout pay shall not apply in cases where an employee has not left the Company property.

(b) When employees are required to remain at a particular place on call during Sundays, holidays or 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.

3.6 OVERTIME WORK—OBLIGATION, DISTRIBUTION

To the extent that is reasonable and practicable to do so, the Company will endeavor to equitably distribute overtime assignments over reasonable periods of time. Overtime records, cumulated on a biweekly basis, will be posted as soon as practicable after the closing of the pay period.

If overtime is assigned to the wrong classification, the qualified employee in the proper classification who should have been assigned the overtime shall be provided make-up overtime equal to the number of hours of the missed assignment. In no event shall the remedy for a violation of this Section 3.6 (b) be paid for time not worked. However, the provisions of Section 3.6 (b) above shall not apply when the Company deems it necessary to invoke the Major Service Restoration provisions.

3.7 REST PERIOD

(a) 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.

(b) The provisions of Section 3.7 (a) above shall not apply when the Company deems it necessary to invoke the Major Service Restoration provisions.

(c) However, if the rest period under (a) above is interrupted by recall, a new rest period shall begin at the earlier time occurring under (a) or (b) above.

3.8 JOB SITE REPORTING

(a) When conditions require that an employee work at a distance from his regular headquarters, the Company shall provide transportation and pay for travel time both ways between headquarters and job locations.

(b) Notwithstanding Section 6.9 (A) above, an employee may be required to furnish his own transportation and travel on his own time when he is assigned to report to work at job locations which are within thirty (30) miles of his regular headquarters.

When an employee is assigned to work at job locations which are between thirty (30) and sixty (60) miles of his regular headquarters he may be required to travel on his own time and will be paid Thirty-Four Dollars ($34) for furnishing his own transportation.

3.9 LODGING AND BOARD PER DIEM

When employees are required to be away from their headquarters overnight, the Company shall either (1) furnish a one hundred twenty-five dollar ($125.00) “travel allotment” for lodging, meals and miscellaneous expenses, or (2) furnish actual meals and lodging or (3) furnish lodging and provide per diem amounts for meals based on the meals to be provided according to the chart immediately below:

Per Diem Meal Amounts

Meal(s) to be provided	**Effective 4/1/22**	**Effective 4/1/24**
Breakfast	$11.00	$13.00
Mid-Shift	$11.00	$13.00
Evening	$20.00	$22.00
Breakfast and Mid-shift	$22.00	$26.00
Mid-shift and Evening	$31.00	$35.00
All three meals	$42.00	$48.00

The Company shall deduct from the applicable per diem the cost of any meals which it may provide. Travel time between lodging and job locations shall not be considered as time worked, except when the Company invokes the major service restoration provisions in Article V of the IBEW Master Agreement and work is performed outside the American Electric Power System. Travel time between lodging and job locations shall not be considered as time worked. An employee working away from their headquarters may not be required to remain away on his regular off days unless paid for all work done on those days, or all time spent during the normal working hours of such days, at the appropriate rate of pay.

3.10 MEAL ALLOWANCE

An employee will be entitled to a $15.00 (*Effective April 1, 2024* – $17.00) meal allowance when he:

(a) works overtime for two (2) hours or more immediately before or after his regular shift, or

(b) is called out to work overtime without advance notice and such overtime is worked six (6) hours or more, or

(c) is called out to work overtime without advance notice and such overtime is worked into a normal meal time (i.e., 6:30 a.m. to 7:30 a.m., 12:00 noon to 1:00 p.m., and 5:30 p.m. to 6:30 p.m.), or

(d) is scheduled to work overtime outside of, but not immediately before or after, his regular shift and such overtime is worked more than ten (10) hours, or

(e) is called out to work overtime and is prevented from providing his own regular mid-shift meal, or

(f) works overtime continuously for six (6) hours or more after becoming entitled to an initial meal allowance under (1), (2), (3), or (4) above, and will be entitled to additional meal allowances for each subsequent six (6) hour interval of continuous overtime worked thereafter.

(g) Any time provided to eat a meal shall not be deemed time worked.

3.11 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.

The Company shall furnish the Union a copy of the Report of Injury or Illness of any accident affecting an employee covered by this Agreement and resulting in lost time.

The formulation and installation of safety rules is the responsibility of management and employees shall be required to observe such rules. The reasonableness of a safety rule is subject to the grievance and arbitration procedure.

The Company shall provide and maintain first aid equipment at all headquarters, in convenient locations, and in automotive equipment used by employees; and employees shall be instructed to observe all safety rules.

The Company shall furnish prescription safety eyeglasses (the style and type of which shall be determined by the Company) for employees whose duties, as determined by the Company, require eye protection and who have need for prescription lenses. The employee will pay for his eye examination and furnish the Company a copy of the prescription to be used.

3.12 INCLEMENT WEATHER

When in judgment of the Company, inclement weather prevents the regular maintenance employees covered by this Agreement from working outdoors on energized primary equipment except in emergencies, the Company will provide work indoors or outdoors at their regular rate of pay. This section shall not apply to workers who have already completed their regular number of work hours for the week.

3.13 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. Employees shall be allowed a reasonable length of time to return their tools and equipment to their proper place before their regular quitting time. When employees are furnished with Company equipment, such as vehicles, lockers, desks, etc., the Company may inspect such at any time.

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.

Uniforms (the material and style of which shall be determined by the Company) shall be furnished to employees employed as Fleet Technicians, Meter Readers and Specialists.

3.14 REPORTING OFF DUTY

Employees who are unable to report for work shall, if possible, notify their supervisors at least two (2) hours before their starting time of such inability to report to work. However, any employee who is unable to report for work is expected to notify his supervisor as soon as he knows of his inability to report to work.

3.15 FLEET CERTIFICATION FEES

When a Fleet Technician registers to take a certification test, or a re-certification test, such as those given by the Fluid Power Society or the Automotive Service Excellence (ASE) organizations, which is required by the Company, the initial test registration fee and the initial periodic re-certification fees shall be paid by the Company. Subsequent fees for retests, if any, shall be paid by the employee.

ARTICLE IV
VACATIONS

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

4.2 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.

4.3 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.

4.4 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.

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

4.6 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, 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 V
HOLIDAYS

5.1 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 either:

(1) Pay such employee for eight (8) hours at his regular straight-time rate for such holiday, or

(2) Give such employee a day off on one of his currently scheduled days of work for that workweek and pay him for eight (8) hours at his regular straight-time rate for such day.

(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.

5.2 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 (1½) times his regular straight-time rate of pay.

(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) When the holiday worked is observed on one of the employee's regular scheduled days off, all hours worked on such an employee's regular day off shall be paid at two (2) times his regular straight-time pay.

5.3 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) Requests for a Personal Day Off should be made at least one (1) week in advance of the day to be observed, unless extenuating circumstances prevent the asking for the day in such advance time, and the day for observing such Personal Day Off must be approved by the employee's immediate supervisor.

(b) 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 they were received.

(c) 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 workday 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.

(d) 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 or the employee may request to reschedule the holiday to another day prior to December 31.

(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 (1½) 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.

ARTICLE VI
WAGES

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

6.2 TEMPORARY WORK ASSIGNMENTS

If an employee is temporarily assigned to a job of higher rate for one (1) hour or more, either within or outside of his department, he shall receive the higher rate for the actual hours worked in the higher rated job.

If temporary assignments cover a full day before and a full day after a holiday, any pay for the holiday not worked shall be based upon the straight-time hourly rate for time worked on the scheduled day preceding the holiday.

6.3 RATE OF PAY FOR NEW OR CHANGED JOB CLASSIFICATIONS

If new job classifications are created or if the duties of any job classification 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.

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.

ARTICLE VII
WAIVER OF BARGAINING

It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements, understandings, customs and practices, oral or written, expressed or implied, and this Agreement incorporates their full and complete understandings 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.

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 CBA 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 7th day of April, 2022.

FOR THE COMPANY:

Kentucky Power Company

Labor Relations Manager

FOR THE UNION:

Local Union 978, International
Brotherhood of Electrical Workers
Hazard Bargaining Unit

Business Manager

INDEX
HAZARD
BARGAINING UNIT

SUBJECT **PAGE**

Call Out 19

Demotion 15
Dues Deduction 4

Employees, New, Change of Status 4
Entrance Jobs 12

Fleet Certification Fees 26

Grievance Committee 5

Holidays - Pay If Not Worked 27
Holidays - Pay If Worked 28
Holidays - Personal Day Off 29
Holidays - During Vacation 27

Inclement Weather 24
Intent and Purpose 2

Job Posting 8

Layoff and Displacements 11
Legacy of Knowledge 4
Lines of Progression 7

Meal Allowance 23
Meals and lodging, Per Diems 22

On Call 19
Overtime Cancellation 17
Overtime Distribution 20
Overtime Obligation 20
Overtime Payments 16

Promotion 15

INDEX
HAZARD
BARGAINING UNIT

SUBJECT **PAGE**

Recall 14
Report for Work 25
Report for Work at Job Site 21
Rest Period 20

Safety 24
Safety Glasses 24
Schedules 16
Schedule Change 18
Seniority, Acquisition of 6
Seniority, After Layoff 13
Seniority, Definition of Types 6
Seniority, Loss of 11
Seniority, Posting of Roster 4
Seniority, Upon Leaving Bargaining Unit 14
Shift Change 18
Shift Premium 17
Step-Up 31

Tools and Equipment 25
Transfers 15
Travel Time 21

Union Access to Company Property 5
Unit Defined 3

Vacation - Choice of Period 26

Wages - Pay for Temporary Assignment 31
Wages - Rate for New or Changed Jobs 31
Wages - Working Sixteen Consecutive Hours and Continues to Work 16
Work - Away from Headquarters 22

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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 7th day of April, 2022.

FOR THE COMPANY:	FOR THE UNION:
Kentucky Power Company	Local Union 978, International Brotherhood of Electrical Workers Hazard Bargaining Unit
Labor Relations Manager	Business Manager

AGREEMENT

BETWEEN

KENTUCKY POWER COMPANY

AND

LOCAL UNION 978

PIKEVILLE FRO
BARGAINING UNIT

April 1, 2022 - MARCH 31, 2026

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 AND REPRESENTATION

1.1 BARGAINING UNIT

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 meter readers and field revenue specialists employed by the employer in its Pikeville, Kentucky, service area, but excluding all other employees, 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 classifications covered by this Agreement.

Temporary employees are those employees hired for full-time jobs but only for a specified limited period of time not to exceed six (6) months.

Part time employees are those employees whose jobs require less than a normal daily and/or weekly schedule.

1.2 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 exception of those terms and conditions of employment covered in the LOK Program.

1.3 INFORMATION FURNISHED UNION

(a) The Company agrees to furnish the Union's Business Manager a roster of employees as of the effective date of this Agreement and annually thereafter. The roster shall reflect the name, classification and seniority of each employee. Any employee aggrieved by a roster posted by the Company must file any grievance within thirty (30) days after the roster is posted.

(b) The Company agrees to furnish the Union's Business Manager a copy of any disciplinary action issued to an employee, including a written warning, suspension or discharge.

1.4 DUES

The Company shall have no obligation to collect Union dues for any month in which the employee in his first pay period, received (after all 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.

1.5 UNION REPRESENTATIVES

Authorized representatives of the Union shall be permitted to enter on the property of the Company at all reasonable times, provided such entry is necessary for the purpose of making investigation or interviewing witnesses in connection with any

grievance arising between the members of the Union and the Company, but no such entry shall be made upon the premises for such purposes until the supervisor in charge has been advised. The Union shall notify the Company in writing of the name of the authorized representatives.

1.6 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. 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 a grievant) shall not lose regular straight time pay while actually attending a Second and Third Step grievance meeting.

ARTICLE II
SENIORITY

2.1 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.

Employees having less than six (6) months' service with the Company shall be considered as having no seniority. After six (6) months' service, the employee's seniority shall be calculated from the date of his employment in accordance with the terms of this Agreement.

Employees who are hired for specific temporary jobs shall have no seniority regardless of the length of service, unless said employees are transferred to the regular work force. In this event, seniority shall be calculated from the date of his assignment to fill a vacancy in a regular job and the usual six (6) months' probationary period may then be required by the Company.

2.2 TYPES OF SERVICE AND SENIORITY

Length of continuous service within the Company and/or any of the other American Electric Power Company affiliates shall be deemed Company service.

Length of service within the bargaining unit shall be deemed unit seniority.

2.3 JOB POSTING

(a) When the Company desires to make promotions or to increase work forces as too jobs in the bargaining unit, the following factors shall be considered:

(1) Skill, efficiency, experience, ability, knowledge, physical fitness, training and merit/performance. In order to determine an employee's qualifications, the Company may require the employee to satisfactorily pass reasonable examinations. Where such factors are substantially equal for two or more employees, then unit seniority shall govern.

(b) In the event a vacancy is to be filled in a classification covered by this Agreement, in order that employees may know about jobs available, a notice shall be posted 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, or another employee on his behalf if the employee is absent due to vacation, may submit bids for these jobs to his supervisor or the Human Resources Manager during the period specified.

The Company will make a reasonable effort to fill posted positions within a five (5) month time period. If due to unforeseen circumstances or other issues, the opening cannot be filled, then the Company shall notify the Union of the current status of filling the position and shall discuss the possibility of reposting the position within the five (5) month time period.

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

(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.

(c) Employees hired as Meter Readers after November 1, 2012 shall be expected

to qualify and promote to Meter Servicers within (24) twenty-four months of their hire date or their employment shall be terminated.

2.4 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 2.8 of this Article.

(d) Is absent from work due to layoff in excess of the times specified in Section 2.6 of this Article II.

(e) Is absent from work due to layoff in excess of the times specified. In cases of absences due to illness or disability such times may be extended by leaves of absences.

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

2.5 LAYOFF AND DISPLACEMENTS

(a) When a reduction in force is necessary, probationary employees in the affected job classification shall be laid off first. If it is necessary to reduce the number of regular employees in the affected job classification, employees with the least unit seniority shall have the right to exercise unit seniority to a lower job classification provided there is an employee having less seniority in a lower classification, or accept a layoff.

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

(c) An employee who accepts a demotion 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.

(d) The Company shall give employees two (2) weeks' advance notice before being laid off, or in lieu thereof, eighty (80) hours pay at the employee's regular straight-time rate of pay.

2.6 SENIORITY AFTER LAYOFF

If a regular employee is laid off, he shall retain his seniority for a period of two (2) years or for a period equal to his length of service when such absence begins, whichever is less, unless he sustains a complete loss of seniority as provided elsewhere in this Agreement.

2.7 RECALL

In recalling laid off employees, they shall be returned to work according to unit seniority if they are available, able and qualified to return to work. If an employee who has been laid off fails to report within seven (7) calendar days after notice is sent by United

States Certified 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.

2.8 EMPLOYEE LEAVING BARGAINING UNIT

When an employee moves 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 one hundred eighty (180) calendar days, to a bargaining unit classification without loss of seniority accumulated before and after such promotion or transfer.

Further, such employee may be returned by the Company to a bargaining unit classification at any time after one hundred eighty (180) calendar days without loss of seniority accumulated before such promotion or transfer.

This Section 2.8 is not applicable to employees temporarily performing a supervisory or other job not covered by this Agreement. During such temporary periods of assignment the employee remains in the bargaining unit, maintains all rights conferred by this Agreement and continues to accumulate seniority during the assignment.

An employee who moves from this bargaining unit to another bargaining unit represented by Local 978 shall continue to accumulate seniority in this bargaining unit. Such accumulated seniority can be used by the employee to displace a less senior employee in this bargaining unit, but only if the employee is subject to being laid off in the Local 978 bargaining unit.

2.9 PURPOSES 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.

2.10 DEFINITIONS

(a) PROMOTIONS shall be considered as a change from one job classification to a job classification carrying a higher maximum rate of pay in the same line of progression.

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

ARTICLE III
WORKING CONDITIONS

3.1 WORK SCHEDULES

Where schedules include Saturdays and/or 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. However, the provisions of this Section above shall not apply when the Company deems it necessary to invoke the Major Service Restoration.

3.2 OVERTIME PAY

An employee shall be paid double his regular straight-time rate of pay for hours worked on his second scheduled day off within the workweek 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 (1½) times his regular straight-time rate of pay.

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 or when the Company deems it necessary to invoke the Major Service Restoration provisions.

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.

(c) If overtime for which an employee is scheduled is canceled later than ten (10) hours prior to the scheduled overtime, the employee will be paid one (1) hour's pay at the applicable overtime rate.

3.3 SHIFT PREMIUMS

(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 half or more of the scheduled hours worked are between 7:00 a.m. and 3:00 p.m.

Second Shift - Where half or more of the scheduled hours worked are between 3:00 p.m. and 11:00 p.m.

Third Shift - Where half or more of the scheduled hours worked are between 11:00 p.m. and 7:00 a.m.

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

Shift premium will apply in connection with overtime worked by employees assigned to the Second or Third shift.

Employees regularly assigned to a First Shift who are temporarily assigned to a Second or Third Shift will be paid the premium applicable to the shift to which temporarily assigned.

3.4 SCHEDULE AND SHIFT MODIFICATION

For the purpose of clarification, the following definitions apply:

(a) "Schedule Change" shall mean a change in regular workdays of a workweek.

(b) "Shift Change" shall mean a change in hours within a workday which results in the majority of an employee's newly scheduled hours to be within a shift other than his previous scheduled shift (see Section 3.3(a) of this Article III for shift definitions).

Overtime assignments and the Company's decision to invoke the Major Service Restoration provision shall not constitute either a schedule change or a shift change.

If the Company desires to change an employee's schedule and/or shift, the following shall apply:

(1) If an employee has his shift and/or schedule changed with less than twenty-four (24) hours' notice before the beginning of the changed shift and/or schedule, he shall be paid one and one-half (1½) 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 his regular straight-time rate plus applicable shift premium for the remainder of the hours worked on such changed shift and/or schedule.

(2) 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.

(3) Notwithstanding Section 3.4 (b)(1) and (2) above, 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 (1½) times his regular straight-time rate including applicable shift premium for hours worked on the first day of such changed shift and/or schedule.

3.5 CALL OUT

(a) 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 that preceded his scheduled starting time.

Callout pay shall not apply in cases where an employee has not left the Company property.

(b) When employees are required to remain at a particular place on call during Sundays, holidays or 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.

3.6 OVERTIME WORK—OBLIGATION, DISTRIBUTION

To the extent that is reasonable and practicable to do so, the Company will endeavor to equitably distribute overtime assignments over reasonable periods of time. Overtime records, cumulated on a biweekly basis, will be posted as soon as practicable after the closing of the pay period.

If overtime is assigned to the wrong classification, the qualified employee in the proper classification who should have been assigned the overtime shall be provided make-up overtime equal to the number of hours of the missed assignment. In no event shall the remedy for a violation of this Section 3.6 (b) be paid for time not worked. However, the provisions of Section 3.6 (b) above shall not apply when the Company deems it necessary to invoke the Major Service Restoration provisions.

3.7 REST PERIOD

(a) 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.

(b) The provisions of Section 3.7 (a) above shall not apply when the Company deems it necessary to invoke the Major Service Restoration provisions.

(c) However, if the rest period under (a) above is interrupted by recall, a new rest period shall begin at the earlier time occurring under (a) or (b) above.

3.8 JOB SITE REPORTING

(a) When conditions require that an employee work at a distance from his regular headquarters, the Company shall provide transportation and pay for travel time both ways between headquarters and job locations.

(b) Notwithstanding Section 6.9 (A) above, an employee may be required to furnish his own transportation and travel on his own time when he is assigned to report to work at job locations which are within thirty (30) miles of his regular headquarters.

When an employee is assigned to work at job locations which are between thirty (30) and sixty (60) miles of his regular headquarters he may be required to travel on his own time and will be paid Thirty-Four Dollars ($34) for furnishing his own transportation.

3.9 LODGING AND BOARD PER DIEM

When employees are required to be away from their headquarters overnight, the Company shall either (1) furnish a one hundred twenty-five dollar ($125.00) “travel allotment” for lodging, meals and miscellaneous expenses, or (2) furnish actual meals and lodging or (3) furnish lodging and provide per diem amounts for meals based on the meals to be provided according to the chart immediately below:

Per Diem Meal Amounts

Meal(s) to be provided	**Effective 4/1/22**	**Effective 4/1/24**
Breakfast	$11.00	$13.00
Mid-Shift	$11.00	$13.00
Evening	$20.00	$22.00
Breakfast and Mid-shift	$22.00	$26.00
Mid-shift and Evening	$31.00	$35.00
All three meals	$42.00	$48.00

The Company shall deduct from the applicable per diem the cost of any meals which it may provide. Travel time between lodging and job locations shall not be considered as time worked, except when the Company invokes the major service restoration provisions in Article V of the IBEW Master Agreement and work is performed outside the American Electric Power System. Travel time between lodging and job locations shall not be considered as time worked. An employee working away from their headquarters may not be required to remain away on his regular off days unless paid for all work done on those days, or all time spent during the normal working hours of such days, at the appropriate rate of pay.

3.10 MEAL ALLOWANCE

An employee will be entitled to a $15.00 (*Effective April 1, 2024* – $17.00) meal allowance when he:

(a) works overtime for two (2) hours or more immediately before or after his regular shift, or

(b) is called out to work overtime without advance notice and such overtime is worked six (6) hours or more, or

(c) is called out to work overtime without advance notice and such overtime is worked into a normal meal time (i.e., 6:30 a.m. to 7:30 a.m., 12:00 noon to 1:00 p.m., and 5:30 p.m. to 6:30 p.m.), or

(d) is scheduled to work overtime outside of, but not immediately before or after, his regular shift and such overtime is worked more than ten (10) hours, or

(e) is called out to work overtime and is prevented from providing his own regular mid-shift meal, or

(f) works overtime continuously for six (6) hours or more after becoming entitled to an initial meal allowance under (1), (2), (3), or (4) above, and will be entitled to additional meal allowances for each subsequent six (6) hour interval of continuous overtime worked thereafter.

(g) Any time provided to eat a meal shall not be deemed time worked.

3.11 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.

The Company shall furnish the Union a copy of the Report of Injury or Illness of any accident affecting an employee covered by this Agreement and resulting in lost time.

The formulation and installation of safety rules is the responsibility of management and employees shall be required to observe such rules. The reasonableness of a safety rule is subject to the grievance and arbitration procedure.

The Company shall provide and maintain first aid equipment at all headquarters, in convenient locations, and in automotive equipment used by employees; and employees shall be instructed to observe all safety rules.

The Company shall furnish prescription safety eyeglasses (the style and type of which shall be determined by the Company) for employees whose duties, as determined by the Company, require eye protection and who have need for prescription lenses. The employee will pay for his eye examination and furnish the Company a copy of the prescription to be used.

3.12 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. Employees shall be allowed a reasonable length of time to return their tools and equipment to their proper place before their regular

quitting time. When employees are furnished with Company equipment, such as vehicles, lockers, desks, etc., the Company may inspect such at any time.

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.

Uniforms (the material and style of which shall be determined by the Company) shall be furnished to employees.

3.13 REPORTING OFF DUTY

Employees who are unable to report for work shall, if possible, notify their supervisors at least two (2) hours before their starting time of such inability to report to work. However, any employee who is unable to report for work is expected to notify his supervisor as soon as he knows of his inability to report to work.

ARTICLE IV
VACATIONS

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

4.2 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.

4.3 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.

4.4 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.

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

4.6 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, 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 V
HOLIDAYS

5.1 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 either:

(1) Pay such employee for eight (8) hours at his regular straight-time rate for such holiday, or

(2) Give such employee a day off on one of his currently scheduled days of work for that workweek and pay him for eight (8) hours at his regular straight-time rate for such day.

(c) 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.

(d) 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.

(e) 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.

5.2 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 (1½) times his regular straight-time rate of pay.

(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 9.3 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.

5.3 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) Requests for a Personal Day Off should be made at least one (1) week in advance of the day to be observed, unless extenuating circumstances prevent the asking for the day in such advance time, and the day for observing such Personal Day Off must be approved by the employee's immediate supervisor.

(b) 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 they were received.

(c) 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 workday 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.

(d) 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 or the employee may request to reschedule the holiday to another day prior to December 31.

(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 (1½) 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.

ARTICLE VI
WAGES

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

6.2 TEMPORARY WORK ASSIGNMENTS

If an employee is temporarily assigned to a job of higher rate for one (1) hour or more, either within or outside of his department, he shall receive the higher rate for the actual hours worked in the higher rated job.

If temporary assignments cover a full day before and a full day after a holiday, any pay for the holiday not worked shall be based upon the straight-time hourly rate for time worked on the scheduled day preceding the holiday.

6.3 RATE OF PAY FOR NEW OR CHANGED JOB CLASSIFICATIONS

If new job classifications are created or if the duties of any job classification 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.

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.

ARTICLE VII
WAIVER OF BARGAINING

It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements, understandings, customs and practices, oral or written, expressed or implied, and this Agreement incorporates their full and complete understandings 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.

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 CBA 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 7th day of April, 2022.

FOR THE COMPANY:	FOR THE UNION:
Kentucky Power Company	Local Union 978, International Brotherhood of Electrical Workers Pikeville FRO Bargaining Unit
Labor Relations Manager	Business Manager

INDEX
PIKEVILLE
FIELD REVENUE OPERATIONS
BARGAINING UNIT

SUBJECT **PAGE**

Call Out 15

Demotion 11
Dues Deduction 4

Employees 3

Grievance Committee 5

Holidays - Pay If Not Worked 24
Holidays - Pay If Worked 25
Holidays - Personal Day Off 25
Holidays - During Vacation 23

Job Posting 7

Layoff and Displacements 9
Layoff Allowance 9
Legacy of Knowledge 3

Meal Allowance 19
Meals and lodging, Per Diems 18

Overtime Distribution 16
Overtime Obligation 16
Overtime Pay 12

Promotion 11

Recall 9
Report for Work 21
Report for Work at Job Site 17
Rest Period 16

INDEX
PIKEVILLE
FIELD REVENUE OPERATIONS
BARGAINING UNIT

SUBJECT **PAGE**

Safety 20
Safety Glasses 20
Schedule Change 14
Seniority, after Layoff 9
Seniority, Definition of Types 6
Seniority, Loss Of 8
Seniority, Upon Leaving Bargaining Unit 10
Shift Change 14
Shift Premium 13
Step-Up 27

Tools and Equipment 20
Travel Time 17

Union Access to Company Property 4
Unit Defined 3

Vacation - Choice of Period 22

Wages - Pay for Temporary Assignment 27
Wages - Rate for New or Changed Jobs 27
Wages - Working Sixteen Consecutive Hours and Continues to Work 12
Work - Away from Headquarters 18
Work Schedules 11

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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 CBA 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 7th day of April, 2022.

FOR THE COMPANY:	FOR THE UNION:
Kentucky Power Company	Local Union 978, International Brotherhood of Electrical Workers Pikeville FRO Bargaining Unit
Labor Relations Manager	Business Manager

Agreement

By and Between

American Electric Power

Companies: Appalachian Power Company, Indiana Michigan Power Company, Kentucky Power Company, Kingsport Power Company, Ohio Power Company, Public Service Company of Oklahoma and Southwestern Electric Power Company, AEP Service Corporation and AEP Generation Resources, Inc.

And

International Brotherhood of Electrical Workers

Effective: April 1, 2018 – March 31, 2021

AEP COMPANIES/IBEW SYSTEM COUNCIL U-9
MASTER COLLECTIVE BARGAINING AGREEMENT

TABLE OF CONTENTS

Purpose **1**

ARTICLE I **Union Representation** **3**
Section 1 Recognition 3
Section 2 Union Security – OH 4
Section 3 Union Security – AR, IN, KY, LA, MI, OK, TN, TX, VA, WV 5
Section 4 Employees Off For Union Business 6
Section 5 Leave Of Absence For Union Officials 8
Section 6 Organizing Conduct 8
Section 7 P.A.C. 9
Section 8 Classes of Employees 10
Section 9 List of Eligible Employees 11
Section 10 Successorship 11
Section 11 Printing of Agreements 11
Section 12 Union Orientation 11

ARTICLE II **Management and Union Relationship** **13**

ARTICLE III **Coverage, Duration of Agreement** **15**
Section 1 Duration of Agreement 15
Section 2 Coverage of Agreement 15
Section 3 Separability 15

ARTICLE IV **Mutual Responsibilities** **17**

ARTICLE V **Work Hours, Schedules, Shifts, Overtime** **21**
Section 1 Work Day and Work Week 21
Section 2 Work Schedules 21
Section 3 Overtime 22
Section 4 Shift, Sunday Premiums 22
Section 5 Shift Trades 24
Section 6 Non-Pyramiding Of Premiums Or Benefits 24
Section 7 Major Service Restoration 25

ARTICLE VI **Holidays and Paid Personal Holidays 27**
Section 1 Holidays 27
Section 2 Personal Days Off 28

ARTICLE VII **Vacations 31**
Section 1 Service and Vacation Eligibility 31
Section 2 Vacation Entitlement 31
Section 3 Vacation Pay 32
Section 4 Vacation Entitlement Upon Returning From Leave 32
Section 5 Vacation Pay Upon Termination or Layoff 33
Section 6 Vacation Deferral 34
Section 7 Vacation Pay – Converting Unpaid Time Off 34
Section 8 Vacation Buy Program 35

ARTICLE VIII **Compensation and Wages 37**
Section 1 Wage Agreements 37
Section 2 Job Descriptions 38
Section 3 Pay Period 38

ARTICLE IX **Miscellaneous 39**
Section 1 Jury Duty 39
Section 2 Funeral Leave 39
Section 3 Retrogression of Employees 41
Section 4 Non-Discrimination 44
Section 5 Union Bulletin Boards 45
Section 6 Fire Retardant Clothing 45
Section 7 Training 45
Section 8 Safety 46
Section 9 Medical Examinations 47
Section 10 Personal Vehicle Use 47
Section 11 Licenses and Certifications 47
Section 12 Employee Leave of Absence 48
Section 13 Moving Expenses 49

ARTICLE X **AEP System Benefit Plans 51**
Section 1 Benefit Plans 51
Section 2 Incentive Compensation Plan 52

Section 3 Layoff Allowance 52
Section 4 VEBA 53

ARTICLE XI Adjustment of Differences 55
Section 1 Grievance Procedure 55
Section 2 Appeal From Suspension Or Discharge 57
Section 3 Arbitration Procedure 57
Section 4 Union Representation 60

Memorandum of Understanding 63

AEP COMPANIES/IBEW SYSTEM COUNCIL U-
MASTER COLLECTIVE BARGAINING AGREEMENT

PURPOSE

The Companies and the Unions have common mutual interests in the electric utility industry. Stabilized conditions of employment improve the relationship between the Companies and the Unions and the Public. All will benefit by harmonious relations and by adjusting any differences through rational, common sense methods.

NOW, THEREFORE, to these ends and on consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

Article I
UNION REPRESENTATION

Section 1. Recognition

(a) American Electric Power Service Corporation, AEP Generation Resources, Inc., Appalachian Power Company, Indiana Michigan Power Company, Kentucky Power Company, Kingsport Power Company, Ohio Power Company, Public Service Company of Oklahoma, and Southwestern Electric Power Company, (jointly referred to as "the Companies"), the International Brotherhood of Electrical Workers, Local Unions 329, 386, 696, 738, 876, 934, 978, 1002, 1392, and 1466 (jointly referred to as "the Local Unions"), and System Council U-9 ("System Council" and, with the Companies and Local Unions, sometimes collectively referred to as the "Parties") entered into a revised Memorandum of Understanding on June 21, 2011 ("MOU", a copy of which is attached as an addendum), the terms and conditions of which are attached hereto and incorporated herein by reference.

(b) Through System Council U-9, the Local Unions have expressed their desire to negotiate with the Companies for a single Master Agreement (the "Agreement"), the terms and conditions of which shall apply to all of the employees who are represented by the Local Unions, while reserving certain issues to be negotiated locally in the bargaining process that heretofore has occurred at the local level and resulted in separate collective bargaining agreements (the "Local Agreements"). The Parties recognize that the change in approach to the collective bargaining process is a "permissive" subject of bargaining, as that term is used and understood by the National Labor Relations Board and the courts of the United States in construing the National Labor Relations Act,

29 U.S.C. §151, et. seq., and the Local Unions and System Council U-9 acknowledge that the Companies have voluntarily agreed to engage in the process of negotiating this Agreement and Local Agreements as an accommodation to them.

Section 2. Union Security – OH,

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

(b) **Agency Fee Provision**
In order that employees do their part in assisting a Local Union to meets its obligations as a party to this Agreement, an employee hired on or after June 15, 2000, shall either personally pay Union dues or authorize Union dues deductions.

(c) **Failure to Pay Required Union Fees or Dues**
Should any employee covered under Section (a) or (b) above fail to pay the dues or fees required as a condition of employment, the employee shall be terminated.

(d) **Dues Membership**
The Company agrees to deduct from the pay of each employee who executes a written authorization, an amount equal to the current respective Local Union

dues as set forth in the respective Local Union By-Laws and the Constitution of the International Brotherhood of Electrical Workers. The amount of these deductions will be paid by Electronic Funds Transfer (EFT) to the Financial Secretary of the Local Union. The respective Local Unions shall notify the respective Companies of any changes in the dues amounts to be deducted.

(e) The Companies 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.

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

(g) A Local Union will not (a) interfere with employees not belonging to the Union (b) use threats, intimidation, or coercion to influence employees to join the Union or (c) discriminate against any employee because of his nonmembership in the Union or (d) solicit memberships during working hours.

Section 3. Union Security – AR, IN, KY, LA, MI, OK, TN, TX, VA, WV

(a) **Dues Membership**
The Company agrees to deduct from the pay of each employee who executes a written authorization, an amount equal to the current Union dues as set forth in the Local Union By-Laws and the Constitution of the International Brotherhood of Electrical Workers. The amount of these deductions will be paid to the

Financial Secretary of the Local Union. The deductions will be renewed for successive periods of one year unless revoked by written notice to the Union within ten (10) days prior to the anniversary date of the authorization or the expiration of the Agreement. The Union shall notify the Company of any changes in the dues amounts to be deducted and any changes in dues authorization for any employee.

(b) The Companies 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.

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

(d) A Local Union will not (a) interfere with employees not belonging to the Union (b) use threats, intimidation, or coercion to influence employees to join the Union or (c) discriminate against any employee because of his nonmembership in the Union or (d) solicit memberships during working hours.

Section 4. Employees Off For Union Business

(a) Union officers or representatives shall be granted permission to be absent with or without pay for Union conventions, and/or conferences above the Local Union level; or may be granted permission to be absent with or without pay for other specific Union activities, upon written request for such absence.

Should the Union request more than two (2) employees to be absent at the same time, the Company will consider such request and may permit more than two (2) employees to be absent for Union Business. However, the Company reserves the right to limit the number of employees permitted to be absent for Union Business at any one time.

(b) Reimbursement For Time Off For Union Business

Regular full-time employees appointed or elected by the Union to represent the Union in its business with the Company, will suffer no loss of regular straight-time pay at the employee's regular base rate or benefits when conducting official authorized Union business.

The Unions agree to reimburse the Company, on a timely basis, for all wages paid at a premium of 140% of Union Business paid-wages to reimburse the Company's cost of base pay plus benefits.

The provisions of this Section 4(b) do not apply to any employee on leave of absence or any employee who is off to conduct official authorized Union Business in excess of 200 regularly scheduled work hours in a calendar year. In addition, these provisions do not apply when the Collective Bargaining Agreement calls for the continuation of regular straight-time pay for grievance meetings or safety meetings.

Employees conducting such Union business are expected to properly code their time records using a designated Union Pay code (PUB) and to notify the Union of reported Union Business hours.

The Company will send an invoice on a periodic basis to each applicable designated IBEW Local Union Representative notifying each Local Union of the

amount owed to the Company. Each Local Union accepts the responsibility to promptly reimburse the Company upon receiving their invoice. Frequency of invoicing will be determined by the Company.

Failure of any Local Union to reimburse the Company on a timely basis, according to the payment terms stated on the invoice, will nullify the use of this provision for that particular Local Union for the remainder of the term of the Collective Bargaining Agreement.

Should this program become administratively burdensome or unforeseen problems arise that cannot be effectively resolved, the Company reserves the right to eliminate this provision with thirty calendar (30) days written notice to the Unions.

Section 5. Leave Of Absence For Union Officials

(a) A maximum of two (2) employees elected or appointed to full-time union positions from each Local Union shall be granted leaves of absence for a period of such election or appointment. The employees shall continue to accrue seniority during such leaves, and upon termination of the leaves of absence, shall be reinstated to their former positions (or the equivalent if such former positions no longer exist) provided the employees are qualified to return to work.

(b) Employees appointed pursuant to Section 5(a) above, shall be permitted to extend their medical and dental coverages for the duration of their Union leave of absence by paying 102% of plan cost.

Section 6. Organizing Conduct

The parties agree that in the event that the

Union engages in organizing efforts among AEP unrepresented employees, neither party shall coerce or intimidate employees during the course of an organizing campaign. The Companies agree to refrain from negative public statements concerning the IBEW or any IBEW officer, representative or member. The Unions, its officers, representatives and employees agree not to publicly express negative comments concerning the Companies' integrity or motives including the integrity or motives of the Companies' officers, directors, agents or employees. The parties agree that all oral or written statements made during the course of an organizing campaign shall be factual.

The parties further agree that the provisions of this Section 6, shall not be subject to the Grievance and Arbitration Procedure.

Section 7. P.A.C.

Subject to applicable laws and upon receipt of a written authorization from an employee, the Company shall deduct from the pay due such an employee Political Action Committee (P.A.C.) donations and transmit such, separately from Union dues deductions, to the Financial Secretary of each Local Union. An employee's written authorization for the Company to deduct P.A.C. donations shall continue in effect for the duration of this Agreement, or until receipt by the Company of a written notice of revocation, or when the employee ceases to be represented by the Union, whichever occurs earlier.

The Company shall have no obligation to deduct P.A.C. donations for any period in which the employee received (after all other deductions) pay less than the amount of such donation. The Union shall indemnify and save the Company harmless against any and all

claims, demands, lawsuits, or other forms of liability that may arise out of or by any reason of action taken by the Company in making payroll deductions of P.A.C. donations as hereinabove defined.

Section 8. Classes Of Employees

(a) Probationary employees are those employees who have not satisfactorily completed six (6) consecutive months from the date of employment and who are not hired for specific temporary jobs of limited duration. Probationary employees may be discharged, at the discretion of the Company, at any time during the probationary period; and such discharge shall not be subject to arbitration.

(b) Regular employees are those employees hired for full-time employment who have satisfactorily completed six (6) consecutive months from the date of employment and who are not hired for specific jobs of limited duration.

(c) The word “employee” or “employees” wherever used in this Agreement shall mean and refer only to those regular full-time and probationary employees who are now or hereafter in the employment of a Company and represented by a Local Union.

(d) It is agreed that a Local Union will be notified when a new employee is hired, giving the name, telephone number, address and status of the new employee. The giving of this information must not, however, be construed as binding the Company against later changing the status of such an employee. The Local Union will also be notified of any change in an employee’s status or classification.

Section 9. List Of Eligible Employees

A list will be furnished monthly to the Union showing employees in job classifications represented by the Union who have a changed address or who have been hired, reclassified, or whose employment has terminated. Such list will show the employee's classification, starting date in present classification, and date his last continuous employment with the Company commenced.

Section 10. Successorship

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

Section 11. Printing Of Agreements

The Companies will furnish each Local Union with printed copies of this Memorandum of Agreement (1½ times the number of bargaining unit employees). The Union will thereafter be responsible for all distribution to employees.

Section 12. Union Orientation

When new employees are hired or employee are transferred into union represented positions, the Company will allow up to thirty (30) minutes for a Union representative to discuss Union activities and sign the appropriate Union membership forms.

This thirty (30) minute Union orientation will normally take place during new employee orientation and the designated Union representative will not lose regular straight-time pay for this orientation. Each Local Union will designate a readily available Union representative from each location (building or service center) and provide that list to the applicable Company.

ARTICLE II
MANAGEMENT AND UNION RELATIONSHIP

(a) Except as otherwise specifically limited in this Agreement, the Company has the right to exercise the regular and customary functions of management, subject, however, to the employee's privilege of bringing a grievance as provided for in this Agreement.

(b) The rights, powers, and authorities mentioned in (a) above shall include but shall not be confined to the following:

(1) The right to determine equipment to be used, the process, techniques, methods and means of operation, production, transmission and distribution, the schedules of production, schedules of working hours, standards of quality and workmanship; the right to establish, maintain and amend reasonable working rules and regulations [including safety rules, programs and regulations] and job classifications and job descriptions and the necessary qualifications for all job classifications including reasonable residency requirements of employees required to perform the work.

(2) The right to create, eliminate, modify or combine jobs; the right to assign work and contract work; the right to determine manning needs, including the number and classifications of employees to be used on specific jobs and in the general operation of the Company's business; the right to lay off employees due to lack of work or for other reasons.

(3) The authority to hire, promote, demote or transfer, assign to shifts, maintain discipline and efficiency; and the right to warn, suspend, discharge or otherwise discipline employees for justifiable reasons.

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

(c) Where the rights, powers, and authorities itemized in (b) above are modified or limited by the terms and provisions of this Agreement they shall only be modified or limited to the extent specifically provided therein.

ARTICLE III
COVERAGE, DURATION OF AGREEMENT

Section 1. Duration of Agreement

This Agreement, effective 12:01 a.m., April 1, 2018, except as specifically noted otherwise herein, will continue in full force and effect through March 31, 2021, 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

It is the intent of the parties that the provisions of this Agreement (meaning Master Agreement and respective Local Agreement for each individual Bargaining Unit) 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 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.

Section 3. Separability

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.

ARTICLE IV
MUTUAL RESPONSIBILITIES

(a) There shall be no strikes, work stoppages, slow-downs, sit-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 each Local Union, and their subordinate bodies, and to each employee. The Companies shall not engage in a lockout of its employees during the life of this Agreement.

(b) Each Local Union, and their subordinate bodies, 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 Local Union will immediately instruct, order and use its best efforts to cause the Union and their subordinate bodies and the employees to cease violating this Article. 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 (FMCS) of its belief. Upon receipt of such notification, the FMCS will immediately designate an arbitrator, who shall hold a hearing as soon as practicable. This hearing shall begin within seventy-two (72) hours after receipt of such notification

by the FMCS. The sole issue at the hearing shall be whether a violation of this Article 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.

(c) Any employee disciplined under this Article shall have the right to grieve such discipline under Article XI and if such grievance is taken to arbitration under Article XI, to have the arbitrator determine if such discipline is appropriate.

(d) Provided that the Company reserves the right not to invoke the procedures of this Article if the crossing of a specific picket line would expose an employee to injury.

(e) The right to strike by employees represented by the Local Unions shall be governed by the following schedule and under the following circumstances:

1. For purposes of this provision, the Expiration Date shall be defined as the occurrence of any one of the following three events:
   i. the date upon which the Agreement has expired because either the Companies or the System Council has served written notice of their/its intent to not renew the Agreement; or

   ii. the Parties attempt to renew the

Agreement but, having satisfied the notice requirements set forth in Section 8(d) of the National Labor Relations Act, are unable to reach agreement on terms and conditions for a new Agreement by the time that the Agreement expires; or

iii. the Parties agree to open negotiations during the term of the Agreement for one or more issues and are unable to reach agreement on that issue(s).

2. In the event that the Parties reach the Expiration Date of the Agreement, the right to strike by bargaining unit employees shall occur at 12:01 a.m. on the day following the date reflected below:

Strike Date	Local Union	Bargaining Unit
Expiration Date	1002	PSO
Expiration Date	876	Three Rivers
Expiration Date	1392	Ft. Wayne
Expiration Date	1392	Muncie
Expiration Date	1392	Michiana/MHG
Expiration Date	1392	Transmission – IN
Expiration Date	1392	SMG Station – IN
Expiration Date + 3 months	978	Beckley
Expiration Date + 3 months	978	Charleston
Expiration Date + 3 months	978	Fieldale
Expiration Date + 3 months	978	Huntington
Expiration Date + 3 months	978	Logan
Expiration Date + 3 months	978	Lynchburg
Expiration Date + 3 months	978	Point Pleasant - Ripley
Expiration Date + 3 months	978	Roanoke
Expiration Date + 3 months	978	Roanoke RDC
Expiration Date + 3 months	978	Clinch River
Expiration Date + 3 months	978	Hydro – South
Expiration Date + 3 months	978	Big Sandy
Expiration Date + 6 months	1392	Cook RPEC Techs
Expiration Date + 6 months	329, 386, 738	SWEPCO
Expiration Date + 6 months	1466 Unit 3A	Ohio Power Company AEP Service Corporation

Strike Date	Local Union	Bargaining Unit
Expiration Date + 6 months	1466 Unit 3B	AEP Generation Resources, Inc. AEP Service Corp.
Expiration Date + 9 months	978	Ashland
Expiration Date + 9 months	978	Hazard
Expiration Date + 9 months	978	Pikeville – Revenue
Expiration Date + 9 months	1392	Cook – Maintenance
Expiration Date + 12 months	934	Kingsport
Expiration Date + 12 months	696	Steubenville
Expiration Date + 12 months	1392	Cook – Stores
Expiration Date + 12 months	1466-2	Newark, Lancaster, Zanesville
Expiration Date + 12 months	1466-1	Transmission – OH

3. In the event that, pursuant to Article IV, Section (e)(1)(i) of this Agreement, either the Companies or the System Council serves written notice of their/its intent to not renew the Agreement, representatives from the Companies and the Local Unions shall begin to conduct negotiations for each of the bargaining units in the manner described in Paragraph 7 of the MOU. The negotiations shall begin, where practicable, prior to the Expiration Date.

ARTICLE V
WORK HOURS, SCHEDULES, SHIFTS, OVERTIME

Section 1. Work Day and Work Week

For payroll accounting and record purposes only:

(a) The workweek shall consist of seven (7) consecutive calendar days starting and ending at midnight on a day designated by the Company, or the starting or quitting time of a shift that overlaps the day so designated as determined by the Company.

The Company shall give fourteen (14) calendar days advance notice of any change in the designated payroll workweek.

(b) The workday shall be the period of twenty-four (24) hours starting and ending at midnight, or the starting or quitting time of a shift that overlaps midnight as determined by the Company.

Section 2. Work Schedules

The scheduling of employees' daily and weekly working hours, including the scheduling of employees to work more or less than eight (8) hours in a workday or forty (40) hours in a workweek, shall be determined solely by the Company. However, to the extent practicable, work schedules shall include consecutive workdays of between eight (8) and twelve (12) consecutive hours (exclusive of an unpaid lunch period where provided by the Company) and workweeks of between thirty-two (32) and forty-eight (48) hours. This Section 2 shall not be construed as a guarantee of hours of work or pay.

Section 3. Overtime

(a) The Company shall be the sole judge as to the necessity for overtime work. Employees shall make themselves reasonably available for overtime assignments and overtime work as a condition of employment.

(b) One and one-half (1½) times an employee's regular straight-time rate shall be paid for all time worked outside of his assigned schedule, or for all hours worked in excess of forty (40) hours per workweek except as otherwise herein provided.

(c) An employee shall be paid at one and one-half (1½) times his regular straight-time rate of pay for hours worked on his scheduled days off within the workweek except as provided in a Local Agreement.

(d) In all work locations, the Company agrees to make overtime records available to the Union upon request.

(e) Employees who are normally subject to overtime shall have a telephone or a telephone contact.

Section 4. Shift, Sunday Premiums

(a) Premiums shall be paid on scheduled shifts of classified jobs in accordance with the following schedule in addition to the regular straight-time hourly rates.

Premium	Definition	Per Hour
Day Shift	Where the majority of scheduled hours worked are as designated in Local Agreements.	0.0¢
Afternoon Shift	Where the majority of scheduled hours worked are as designated in Local Agreements.	80.0¢
Night Shift	Where the majority of scheduled hours worked are as designated in Local Agreements.	85.0¢
Sunday	Where the majority of scheduled hours worked are as designated in Local Agreements.	$1.10

(b) Where a shift overlaps from one day into another the shift shall be paid for at the rate pertaining to the day in which the majority of its hours fall.

(c) The Sunday premium is in addition to the employee's straight-time rate and any applicable shift premium, but this Sunday 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 (1½) times his regular straight-time rate.

(d) If during the course of a regularly scheduled workweek, an employee is paid Afternoon or Night

Shift premium in addition to his regular straight-time hourly rate and such employee also works overtime, the hourly rate for the overtime work shall include the following increments:

- Where the majority of the employee's shift premium hours during the work week were paid at the Afternoon Shift rate - 80.0¢

- Where the majority of the employee's shift premium hours during the work week were paid at the Night Shift rate - 85.0¢

(e) Shift differentials shall be added to employee's rate of pay prior to application of overtime rates.

Section 5. Shift Trades

Subject to the approval of the Company, employees in the same job classification may be permitted to interchange work days or hours within a workweek, if the employees making the exchange are both qualified and agreeable and such exchanges shall not require the Company to pay either employee involved overtime or other premium rates of pay for hours worked.

Section 6. Non-Pyramiding Of Premiums Or Benefits

When two or more types of overtime or premium pay provisions of this Agreement are applicable to the same hours worked, the single provision which results in the greater benefit to the employee shall apply. When two or more pay provisions for time not worked are applicable to the same hours not worked, the single provision which results in the greater benefit to the employee shall apply.

Section 7. Major Service Restoration

(a) The Company, at its sole discretion, may invoke the following "major service restoration" provisions:

(1) When an employee is assigned to service restoration work he shall be paid one and one-half (1-1/2) times his regular straight- time rate for all hours worked.
(For employees in the district affected, the MSR pay provisions become effective with the end of the 24th hour. For employees sent in from outside the affected district for a declared or anticipated MSR declaration, the MSR pay provisions become effective when they depart in a vehicle to travel to the affected district.)

(2) When an employee is assigned to service restoration work assisting other utilities outside of the AEP System properties, he shall be paid two (2) times his regular straight- time rate for all hours worked.
(For employees sent to assist other utilities, the MSR pay provisions in this Section 7(a)(2) become effective when they depart in a vehicle to travel to the affected utility.)

(3) When an employee is released from work he shall have eight (8) hours off duty time prior to being required to return to work.

(4) When the Company assigns an employee to return to his regular work and/or schedule the above "major

service restoration" provisions shall no longer apply.

(b) In the event of arbitration over the Company's rights set forth in the "major service restoration" provisions, the sole question for the arbitrator shall be whether (a) (1), (2), (3) and (4) above have been properly applied.

(c) The provisions of this Article V, Section 7, shall not be applicable to employees in the Fossil/ Hydro or Nuclear Generation Groups.

(d) In the event that an employee is called between Midnight and the start of the employee's regularly scheduled shift and asked to pack clothing for an MSR out-of-town assignment and the out-of-town assignment is subsequently cancelled, the employee shall receive the applicable minimum callout pay.

ARTICLE VI
HOLIDAYS and PAID PERSONAL HOLIDAYS

Section 1. Holidays

The following days shall be recognized as holidays:

New Year's Day
Good Friday
Memorial Day (last Monday in May)
Independence Day
Labor Day
Thanksgiving Day
The Day after Thanksgiving
Christmas Eve
Christmas Day
Three (3) Personal Days Off

The Christmas Eve and Christmas Day holidays will be observed as follows:

Christmas is on:	**Holidays observed on:**
Sunday	Friday, Monday
Monday	Friday, Monday
Tuesday	Monday, Tuesday
Wednesday	Tuesday, Wednesday
Thursday	Thursday, Friday
Friday	Thursday, Friday
Saturday	Thursday, Friday

With the above exception of the Christmas holidays, when a holiday falls on a Saturday it will be observed on the preceding Friday, and when it falls on a Sunday, it will be observed on the following Monday.

When an employee who has been notified to work on a holiday does not work, he shall receive no pay for such holiday unless excused from work by the Company.

When an employee is absent from work on scheduled days immediately before or after a holiday, he shall receive no pay for such holiday unless excused from work by the Company.

If one of the days observed as one of the recognized holidays listed above falls during the vacation period of any employee, the holiday will be observed in accordance with the provisions of this Article VI, and the amount of his vacation entitlement shall not be reduced thereby.

Section 2. Personal Days Off

Each regular employee will be granted three (3) Personal Days Off [eight (8) hours each, twenty-four (24) hours total] during each calendar year on the following basis:

1. The days to be observed as the Personal Days Off must not be Company-recognized holidays and must be regularly scheduled work days for the employee.
2. Requests for a Personal Day Off are subject to the approval of the employee's immediate supervisor.
3. If an employee does not observe his Personal Days Off prior to December 31, they shall be forfeited and no additional compensation will be paid in lieu thereof.

4. If an employee terminates his employment with the Company before he has observed his Personal Days Off, he shall be deemed to have forfeited such Personal Days Off, and no additional compensation will be paid in lieu thereof.

Article VII
VACATIONS

Section 1. Service and Vacation Eligibility

For the purposes of this Article, service shall be defined as the length of continuous employment as a probationary or regular employee in any part of the American Electric Power System, Ohio Valley Electric Corporation or Indiana-Kentucky Electric Corporation including credit for prior periods of employment as a probationary or regular employee with any American Electric Power System affiliated Company.

Section 2. Vacation Entitlement

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

Service Requirement	**Hours of Vacation**
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 1(a) above shall be in accordance with the table in Section 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.

(c) 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 or returns from leave on or after the 16th of a month, the month would not be counted.

Section 3. Vacation Pay

Vacation pay is at the employee's regular straight-time rate.

Section 4. Vacation Entitlement Upon Returning From Leave

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 2(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 4 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 2(a) above.

Section 5. Vacation Pay Upon Termination or Layoff

(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 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.

(b) When an employee dies or retires from the Company, the Company will pay the employee or the employee's designated beneficiary, the pro rata part of the vacation he has earned during the year in which he dies or retires. The provisions of this Section 5(b) 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 or rehired after January 1, 2000.

(c) 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 full vacation entitlement in accordance with the table in Section 2(a) above.

(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, pro-rated vacation 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 layoff be less than that of a new employee hired on the same date and in the following calendar year he shall receive vacation in accordance with the applicable provisions of this Article VII.

Section 6. Vacation Deferral

An employee with 23 years of service or less may defer from eight (8) 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 (½) 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 the regular vacation entitlement.

Section 7. Vacation Pay – Converting Unpaid Time Off

(a) 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 2(a) above and any deferred vacation carried over in accordance with Section 6 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 VIII
COMPENSATION AND WAGES

Section 1. Wage Agreements

The parties hereto have agreed upon wage rate schedules apart from this Agreement (which are in writing and bear their signatures), which wage rate schedules shall remain in effect for the duration of this Agreement.

For purposes of this Article VIII, the annual general wage increase effective dates of the respective Wage Agreement for each Local Bargaining Unit are:

Local Union	Bargaining Unit	Effective Date
978	Beckley, Charleston, Fieldale, Huntington, Logan, Lynchburg, Point Pleasant-Ripley, Roanoke, Roanoke RDC, Clinch River, Hydro – South	April 1
1392	Cook – Maintenance, Cook – Stores, Cook RPEC Techs	April 1
934	Kingsport	April 1
978	Ashland, Hazard, Pikeville – Revenue, Big Sandy	May 1
696	Steubenville	July 1
1466-2	Newark, Lancaster, Zanesville	July 1

Local Union	Bargaining Unit	Effective Date
1466-1	Transmission – OH	July 1
1466	Unit 3A	July 15
1466	Unit 3B	July 15
329, 386, 738	SWEPCO	September 1
1002	PSO	October 1
876	Three Rivers	November 1
1392	Ft. Wayne, Muncie, Michiana/MHG, Transmission - IN, SMG Station - IN	November 1

Section 2. Job Descriptions

The nature of the work involved under each job classification shall be defined by the Companies. Job descriptions for all job classifications covered by this Agreement may be prepared by a Company and when such descriptions are prepared, they shall be made available to the respective Local Union.

Section 3. Pay Period

All employees covered by this Agreement shall be paid bi-weekly.

ARTICLE IX
MISCELLANEOUS

Section 1. Jury Duty

An employee serving on jury duty shall be paid his regular straight-time rate of pay for time necessarily lost from his regular scheduled workweek as a result of such jury duty. An employee will not be required to report to work prior to reporting for jury duty on any day on which he serves as a juror, but if he is relieved from jury duty during his regular scheduled hours he may be required to report to work when so released in order to be entitled to pay under this Section.

If an employee's regular schedule includes a shift or shifts other than a day shift, his shift may, at the Company's discretion, be changed to a day shift effective with the first day of jury duty. When an employee is relieved from jury duty, he may be returned to the shift and/or schedule to which he was assigned before he was changed to a day shift. Shift changes for the purposes of this paragraph shall not be subject to the shift and/or schedule modification provisions in the respective Local Agreements.

During workweeks regularly scheduled to exceed forty (40) hours, hours of absence under this Section shall be regarded as hours worked for the purpose of computing an employee's entitlement to weekly overtime.

Section 2. Funeral Leave

(a) In the event of death of the father or stepfather, mother or stepmother, brother, sister, husband, wife, domestic partner, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, a stepchild who is or has been a member of the employee's immediate

household, or a member of the employee's immediate household, he shall receive, by notifying his supervisor, up to a maximum of three (3) regular scheduled days off without loss in regular straight-time pay during the period beginning with the day of death, and up to and including the day following the funeral.

(b) In the event of death of an employee's sister-in-law, brother-in-law, grandchild, or his grandparents, the employee, by notifying his supervisor, will be given one (1) day off without loss of regular straight-time pay on the day of the funeral to attend the services.

(c) If an employee serves as an active pallbearer for a deceased active employee or retired employee, he will be given reasonable time off from work without loss of regular straight-time pay on the day of the funeral.

(d) The intent of the above provisions is to permit an employee to take time off from work to make arrangements for the funeral and/or attend the service without loss in regular straight-time pay as outlined above. Additional time off without pay will be granted whenever such additional time is reasonably required by the employee.

(e) The provisions of these sections covering absence for death in immediate family will apply within the time limits of an employee's scheduled vacation or Personal Day(s) Off but not when the employee is off duty due to illness or injury or for any other reason except should a Company observed holiday occur during the period beginning with the day of the funeral, the employee will receive holiday pay for such day. The payment of holiday pay for such day will not affect nor reduce the other pay provisions covered by the above paragraph (a).

(f) Employees who are military veterans or reservists will be provided one day paid time off to attend funeral services for a member of their military unit with whom they have served who has died as a result of wounds, disease or injury incurred while serving on active duty status in the United States armed forces.

Section 3. Retrogression of Employees

An employee who becomes physically incapacitated for his regular work may be placed in any available job covered by this Agreement which he can do without regard to the seniority provisions of this Agreement and his rate of pay will be determined according to the rate of pay for the job classification in which he is placed.

(a) Applies to employees retrogressed to a job classification which provides for time step increases:

If such employee has less than fifteen (15) years of service, his rate of pay will be: [1] The top rate of pay for the classification in which he is placed provided his former rate is equal to or exceeds the top rate of the new classification, or [2] the rate immediately below his former rate provided his former rate is less than the top rate of the new classification, or [3] the beginning rate of the new classification provided his former rate is less than the beginning rate of the new classification.

If such an employee has fifteen (15) or more years of service, he will receive the maximum rate of pay for the job classification in which he is placed, plus a percentage of the difference between his former rate of pay and such maximum for the new job classification. Such percentage will be twenty (20)

percent for fifteen (15) years of service and increased by three and three-fourths (3 3/4) percent for each additional year of service, but not to exceed in total seventy-six (76) percent of such difference.

An employee with fifteen (15) or more years of service who is retrogressed due to disability resulting from occupational illness or injury arising out of the course of his employment with the Company shall receive the maximum rate of the job classification in which he is placed plus twenty (20) percent of the difference between his former and new rates. Further, such retrogressed employee shall receive an additional five (5) percent of the difference between his former and new rates for each additional year of service over fifteen (15), up to a maximum equaling his former rate.

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

(b) Applies to employees retrogressed to a job classification included in the salary plan for nonexempt salaried employees:

If the disabled employee has less than fifteen (15) years of service, his initial rate of pay upon retrogression will be: [1] the midpoint of the salary range for the job classification in which he is placed, provided his former rate of pay is equal to or is more than the midpoint of the salary range for his new classification, or [2] his former rate of pay provided such former rate is less than the midpoint of the salary range for his new classification, or [3] the minimum of the salary range for his new job classification, provided

his former rate of pay is less than the minimum of the salary range for his new job classification.

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

An employee with fifteen (15) or more years of service who is retrogressed due to disability resulting from occupational illness or injury arising out of the course of his employment with the Company shall receive the midpoint of the salary range for the job in which he is placed plus twenty (20) percent of the difference between his former and new rates. Further, such retrogressed employee shall receive an additional five (5) percent of the difference between his former and new rates for each additional year of service over fifteen (15), up to a maximum equaling his former rate.

Salary adjustments after retrogression shall be in accordance with the salary plan, except that as long as such employee is paid more than the maximum of the salary range for the job classification in which he is placed, he shall receive only fifty (50) percent of any salary range structure movement, such fifty (50) percent shall be calculated on his personal rate.

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

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

(e) Employees incapacitated due to willfully self-inflicted injury, self-employment or employment by others for remuneration, or injured in the commission of a felony shall not be eligible for a position under this section. The Human Resources Department will notify the Local Union when an employee is placed on retrogression.

(f) An employee retrogressed under this Section 3 shall retain his seniority in the classification from which he was retrogressed for a period of two (2) years or a period equal to his Company seniority at the time of his retrogression, whichever is less.

(g) Should a retrogressed employee recover from the disability during the period in which he has retained seniority [as provided in paragraph (f) above] to the extent that he is considered by the Company to be qualified to perform the normal duties of the job classification from which retrogressed, he shall be returned to such job provided his retained seniority is sufficient to displace an employee in the job classification from which retrogressed. The Company may require medical evidence on which to make its consideration.

Section 4. Non- Discrimination

There shall be no discrimination, interferences, restraint or coercion by the Company or its agents or the Union or its agents against any employee

because of such employee's race, religion, color, sex, age, national origin, disability, or status as a Military Veteran. Whenever the masculine gender is used in this Agreement, it shall be deemed to include the masculine and feminine gender.

Section 5. Union Bulletin Boards

The Company agrees to permit the Union to erect bulletin boards in conspicuous locations to be agreed upon by the parties hereto, and the Union shall make no postings elsewhere on Company property. Only the following types of notices, provided they are not of a political, commercial, or inflammatory nature, may be posted after they are signed by an authorized officer of the Union: (a) notices of recreational or social affairs of the Union, or (b) notices of Union elections and appointments, or (c) notices of business meetings of the Union.

Section 6. Fire Retardant Clothing

Employees who are required to wear fire retardant ("FR") clothing in the performance of their job duties will be allowed to participate in the Company's Fire Retardant Clothing Allowance Program. The Company, at its sole discretion, may choose to provide FR protective clothing to employees whose job assignment requires the use of FR clothing for specific jobs.

Section 7. Training

The Company will be responsible for training all newly hired employees in the operations and safety issues of their jobs. Employees accept the responsibility to actively participate in the training and learn the skills required to operate efficiently and safely.

In an effort to enhance Line Mechanic training through the collaborative input of the Union(s), the parties agree to actively explore the establishment of Apprenticeship Program(s) that may be registered with the applicable Federal or State Bureau of Apprenticeship and Training. The purpose of this effort is to provide the Union(s) an advisory role in the development of Line Mechanic training. Such program(s) shall not involve the creation of required numeric ratios of apprentices to journeymen and shall be otherwise in compliance with the terms and conditions of this Agreement or any associated local Agreement.

Section 8. Safety

(a) In such organizational units as the Company determines, the management of the Company shall meet with a Union safety committee, consisting of three members (upon mutual agreement of the parties additional employees may be added), for that unit for the express purpose of receiving suggestions and comments from the Union regarding the Company's safety program. Upon receipt of a written request from the Union, along with an agenda, a meeting shall be scheduled by the Company at quarterly intervals, as needed. The meetings shall be held during normal working hours, and the members of the Union safety committee shall not suffer a loss of their regular straight-time earnings while attending the meetings.

(b) In the event of a serious accident involving an employee within the bargaining unit, the Company will notify the Business Manager of such and when the Company's Accident Investigation Committee investigates an accident involving an employee within the bargaining unit, at the employee's request, a Union representative or another employee of his choosing who is readily available from the employee's regular

headquarters may be present during such interview without loss of regular straight-time earnings.

Section 9. Medical Examinations

The Company reserves the right to require at its own expense, medical examinations and/or tests, including random and/or other drug tests, of any employee. The examined employee, upon his request, shall be furnished with a copy of the medical report.

Section 10. Personal Vehicle Use

When an employee is not furnished transportation by the Company and, at the request of management, furnishes his own transportation in the performance of his assigned duties, he shall be paid according to the applicable job site reporting or travel pay provisions of his applicable Local Agreement. However, at the option of the employee, provided the employee submits the required proof of insurance, an employee furnishing his own transportation for trips over 30 miles from his regular headquarters may be paid the authorized mileage amount in lieu of any job site reporting or travel pay provisions provided in his applicable Local Agreement.

Section 11. Licenses And Certifications

(a) Each employee who may be required to operate a motor vehicle which requires a Commercial Driver's License (CDL) shall maintain a valid CDL.

(b) The Company shall pay the cost of the Department of Transportation CDL physical examination and reimburse the employee for the difference between the full cost of the CDL and the cost of a regular State driver's license.

(c) If the Company deems it necessary to require any new license or certification as a condition of employment, the Company will meet with the Union to discuss the certification or licensing requirements and consider the Union's request for grandfathering an employee who holds the classification that requires the license or certification. This provision does not apply to licenses or certifications required by any governmental agencies or industry oversight groups.

(d) An employee in a position which requires the maintenance of a valid Commercial Drivers License and who has such license suspended or revoked by reason of a non-work related first offense for driving under the influence of either alcohol or unlawful drugs shall be treated as follows. First, he shall be accommodated with non-driving duties for the first 60 days following such suspension or revocation. Thereafter, he shall be permitted to use any remaining vacation entitlement. Upon the expiration of the 60-day accommodation period and the use of any available vacation, he shall be placed on an unpaid leave of absence, which shall not exceed 18 months. If his Commercial Drivers License is reinstated during the 18-month leave of absence, he will be permitted to return to his former classification or any other classification for which he is qualified, provided there is a vacancy.

If the employee's Commercial Driver's License is not reinstated within the 18-month period, or he incurs a second suspension or revocation, his employment will be terminated.

Section 12. Employee Leave of Absence

When the Company's business conditions permit, an employee may be granted a leave of absence for

a period not exceeding one (1) year, during which he shall continue to accumulate seniority; provided, however, that for a cause determined sufficient by the Company such leave may be granted for not more than one (1) additional year. No leave may be granted for an employee to take employment elsewhere during such leave, except for employment arranged by or consented to by the Company.

All leaves of absence shall be issued in writing and state the conditions thereof. A copy of such leave shall be kept on file by the Human Resources Manager and a copy furnished to the employee and a copy to the Union.

Section 13. Moving Expense

When it is deemed necessary by the Company and the employee agrees to move to a new residence, the Company shall furnish an insured carrier in the moving business to transport the employee's household articles, furniture and such personal effects as may be necessary to be packed with the household articles and furniture to the new address.

In the event that such employee cannot immediately find a suitable location to which to move his/her family, the Company will pay only the employee's individual reasonable living expenses at his/her new headquarters for a period not to exceed fourteen (14) calendar days.

The section above will only apply when an employee's headquarters is changed at the request of the Company. That is, when an employee initiates a change of headquarters under the provisions of an applicable Local Agreement, the Company will not be required to pay either moving or living expenses.

ARTICLE X
BENEFITS

Section 1. Employees shall be permitted to participate in the American Electric Power System Comprehensive Dental Plan, Comprehensive Medical Plan [or alternate medical coverage such as a Health Maintenance Organization (HMO) or Preferred Provider Organization (PPO) should such be made available by the Company], Spending Accounts, Group Accidental Death and Dismemberment Insurance Plan, Group Life Insurance Plan, Dependent Life Insurance Plan, Critical Insurance Plan, Dependent Care Plan, Long Term Care Plan, Long Term Disability Plan, Retirement Plan, Retirement Savings Plan and Sick Pay Plan.

(b) As set forth in the above-named Plans or the Summary Plan Description (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 made to the above-named Plans will apply to all Company employees participating in the Plans, including not only IBEW-represented employees of the Company, but also employees represented by other Unions, and all unrepresented employees.

(c) With respect to any individual hired on or after January 1, 2014 who is covered by this Agreement, it is agreed and understood that such employees will not be eligible for retiree medical insurance coverage under any plans now in effect and offered by American Electric Power.

Section 2. (a) Employees shall be permitted to participate in the American Electric Power Company wide Incentive Plan (CIP).

(b) Employees shall be permitted to participate in the American Electric Power
Paid Parental Leave Plan.

Section 3. An IBEW represented employee on the payroll on February 17, 2009, will have a one-time Layoff Allowance Bank (up to a maximum of 1040 hours) as of February 17, 2009.

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

Years of Service	One Time Layoff Allowance Bank
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 other 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 or other earnings 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 February 17, 2009 and such Bank shall not be renewable.

The parties further agree that the provisions of this Section 3 shall not be subject to the Grievance and Arbitration Procedure.

Section 4. VEBA

Should the Company fund medical and health care benefits for employees and retirees by establishing a tax-exempt trust in compliance with the provisions of any federal law or regulation, upon request, the Company shall provide to the Unions:

1) a yearly financial report of the status of VEBA:
2) A financial update limited to two times during a calendar year, January 1 to January 1

ARTICLE XI
ADJUSTMENT OF DIFFERENCES

Section 1. Grievance Procedure

Should any dispute or disagreement arise between an employee or a Local Union and the Company, except disputes or disagreements arising under the Mutual Responsibilities (Article IV, above) or disputes or disagreements relating to the Benefit Plans or the Companywide Incentive Plan specified in Article X, such dispute or disagreement shall constitute a grievance and be disposed of in the following manner:

First Step - The grievance shall be presented by the employee or his Local Union to his immediate supervisor within fourteen (14) calendar days after the incident or occurrence. It is recognized that a grievance involving compensation may not become known to an employee until he receives his paycheck for the work period during which the difference actually occurred. In such instances, an employee may present his grievance within fourteen (14) calendar days of the day he receives his paycheck. The immediate supervisor and/or appropriate Manager shall meet with the aggrieved employee within ten (10) calendar days after receipt of the grievance and shall give an answer in writing within ten (10) calendar days after the grievance meeting.

Second Step - If the grievance is not settled in the First Step, the aggrieved employee or his Local Union may, within ten (10) calendar days after the First Step answer is sent, submit the grievance in writing, including the provisions, if any, of the Agreements alleged to be violated, to the aggrieved employee's Department Manager. The Department Manager (or a designated representative) shall meet with the

aggrieved employee within ten (10) calendar days after receipt of the grievance and an answer shall be given in writing within ten (10) calendar days after the meeting.

Third Step - If the grievance is not settled in the second step, the aggrieved employee or his Local Union may, within ten (10) calendar days after the Second Step answer is sent, submit the written grievance, including the provisions, if any, of the Agreements alleged to be violated, to the Labor Relations Manager. Within ten (10) calendar days after receipt of the grievance, the Labor Relations Manager (or his designee) shall schedule a mutually agreeable date for meeting with the aggrieved employee. The Labor Relations Manager (or his designee) shall give an answer in writing within ten (10) calendar days following the meeting.

In each step of the grievance procedure, a Local Union designated representative who is reasonably available shall be present with an aggrieved employee at any of the meetings provided for above in the three steps of this grievance procedure.

The aggrieved employee or aggrieved employees (maximum of three) and one Local Union representative (an employee who is reasonably available) shall not lose their regular straight-time pay for the time spent at such grievance meetings if held during their regularly scheduled hours of employment.

If the Company fails to render a decision within the time allotted in any step of the foregoing procedure, the grievance shall be deemed denied as of the last day of such allotted time. The aggrieved employee shall have the right to continue with the next step in accordance with the procedure for advancing grievances as defined in each step. If the aggrieved

employee fails to meet any of the time deadlines set forth in the foregoing procedure, the grievance shall be deemed withdrawn.

Grievance investigations by employee Local Union representatives will normally be made during other than working hours. However, if such investigations can only be conducted during working hours, permission from the Company must be obtained before proceeding with such investigations. If permission is granted, the employee or employees involved will not lose their regular straight-time rate of pay therefor.

Copies of written answers to all grievances shall be furnished to designated Local Union representatives.

Section 2. Appeal From Suspension Or Discharge

Any regular employee who considers himself improperly suspended or discharged may bypass the first two steps of the grievance procedure and submit a grievance in writing to the Third Step of the grievance procedure. Such grievance must be submitted within fourteen (14) calendar days following the first day of a suspension or the date of discharge and will otherwise be handled in accordance with the grievance procedure as heretofore defined.

Section 3. Arbitration Procedure

(a) In the event of failure to satisfactorily settle or adjust any grievance involving an allegation of a violation of a provision or provisions of the Agreements according to the foregoing grievance procedure, then within thirty (30) calendar days after the answer has been given in the Third Step, such arbitrable grievance may be submitted to arbitration in the following manner:

1. The Local Union shall within said thirty (30) calendar day period give written notice to the Company of its desire to arbitrate the grievance. Such written notice shall include, at a minimum, a statement of the remedy to be sought in arbitration, and the specific term(s) or provision(s) of this Agreement alleged to have been violated.
2. The Company shall then request a panel of seven arbitrators from the FMCS.
3. The Company and the Local Union then shall select an arbitrator from the panel or panels submitted by the FMCS. Both the Union and the Company have the right to reject one entire panel.
4. The arbitrator shall hold a hearing on a date satisfactory to the Company and the Local Union, for the purpose of receiving such evidence as the Parties may have to present with respect to the grievance.
5. If a stenographic recording of the hearing is requested by either party, the cost or the original transcript shall be borne by the requesting party and a copy of the transcript shall be made available to the Arbitrator for his sole use. If the other party wants a copy of the transcript, it shall make such desire known before the close of the hearing and shall equally share the cost of the original transcript. No other electronic recordings of the hearing other than the above shall be permitted.
6. Within sixty (60) calendar days after the receipt by the arbitrator of all arguments, documents and records pertaining to the grievance, he shall render in writing a statement of findings and a decision. Such decision shall be final and binding on both Parties.

(b) The arbitrator shall have no authority to:

1. add to, detract from, or in any way modify the terms of the Agreements, or
2. pass upon any question involving wage rate schedules, or
3. pass upon any question arising from incidents occurring after the right to strike date established in Article IV, (e)(2), or
4. pass upon any question involving the re-employment rights of a former employee discharged from military service; or the job classification to which an employee on leave of absence for military service is entitled to upon discharge from military service; or
5. pass upon any question involving whether or not a disability of an employee is a result of an injury or occupational disease occurring in the course of employment with the Company; or
6. pass upon any questions which do not involve interpretation or applications of a specific term or terms of the Agreements; or
7. pass upon any question relating to benefits under the American Electric Power System Comprehensive Dental Plan, Spending Accounts, Group Life Insurance Plan, Long Term Care Plan, Long Term Disability 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], Group Accidental Death and Dismemberment Insurance Plan, Retirement Plan, Retirement Savings Plan and Sick Pay Plan;

or

8. pass upon any question relating to the Companywide Incentive Plan or Paid Parental Leave;

or

9 . pass upon any question relating to the MOU, or to the subject matter contained therein.

(c) The Company and the Union shall each bear their own expenses and shall equally bear all compensation and expenses of the arbitration.

(d) If the Local Union, in submitting a grievance to arbitration, fails to meet any time deadline set forth in the foregoing arbitration procedure (unless the time is extended by mutual consent in writing), the grievance shall be deemed withdrawn.

(e) In all time steps stated in this Article XI, the date of the event which begins the time limit (answer sent, meeting held, etc.) shall not be included in counting the days of the time limit.

Section 4. The System Council will furnish the Company with the names of its duly elected officers and the names of its duly authorized representatives.

Each affiliated Local Union will furnish the Company with the names of its duly elected officers and representatives.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 27 day of March 27, 2018.

For The Companies	For System Council U-9
By:	By:
By:	By:
By:	By:
By:	By:
By:	By:
By:	By:
By:	
By:	

2018 IBEW Master Collective Bargaining Agreement
For IBEW Local Union 329 For IBEW Local Union 386

For IBEW Local Union 329

By:

Date: 3-27-18

For IBEW Local Union 386

By:

Date: 4/6/18

For IBEW Local Union 696

By:

Date: 5-21-18

For IBEW Local Union 738

By:

Date: 3/30/2018

For IBEW Local Union 876

By:

Date: May 9th 2018

For IBEW Local Union 934

By:

Date: 3-30-18

For IBEW Local Union 978

By:

Date: 3/27/18

For IBEW Local Union 1002

By:

Date: 3-28-18

For IBEW Local Union 1392

By:

Date: 3/27/18

For IBEW Local Union 1466

By:

Date: 3-26-2018

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING
REGARDING
NEGOTIATONS FOR A NEW MASTER IBEW AND LOCAL IBEW AGREEMENTS

This Memorandum of Understanding ("MOU") is made by and between:

American Electric Power Service Corporation, Appalachian Power Company, Columbus Southern Power Company, Indiana Michigan Power Company, Kentucky Power Company, Kingsport Power Company, Ohio Power Company, Public Service Company of Oklahoma, and Southwestern Electric Power Company, (jointly referred to as "the Companies") and

The International Brotherhood of Electrical Workers, Local Unions 329, 386, 696, 738, 876, 934, 978, 1002, 1392, and 1466 (jointly referred to as "the Local Unions"), and System Council U-9 ("System Council").

The System Council, The Local Unions and The Companies ("the Parties") agree as follows:

1. System Council

The Local Unions represent certain employees who are employed by the Companies in separate bargaining units that have been certified by the National Labor Relations Board. (The parties recognize that the number of bargaining units has increased from thirty-three to thirty–four since 2006. Nothing in this MOU prevents changes in the number of bargaining units during the period that a successor Master Agreement would be in effect.) The Local Unions have established the System Council for the purpose of, among other things, engaging in collective bargaining to establish the terms and conditions of

employment for the employees represented by the Local Unions.

2. Approval of the MOU

This MOU will be effective upon the date that the last Local Union signs and dates the MOU. This date shall hereafter be referred to as the "Effective Date" of the MOU. This MOU replaces the 2006 MOU used to establish the bargaining process for the initial Master Agreement and Local Agreements that became effective February 17, 2009.

3. Collective Bargaining – Prior to the Initial Master Agreement

The collective bargaining process between the Companies and the Unions had historically occurred at the local level and resulted in separate collective bargaining agreements. Many of the collective bargaining agreements that have been negotiated by the Companies and the Unions had different beginning and ending dates.

4. Collective Bargaining Process– The Initial Master and Local Agreements

Through the System Council, the Local Unions expressed their desire to negotiate with the Companies for a single Master Agreement, the terms and conditions of which applied to all of the employees who are represented by the Local Unions, while reserving certain issues to be negotiated locally in the traditional manner (hereafter referred to as "Local Agreements").

a. The scope of the negotiations for the initial Master Agreement encompassed terms and conditions of employment

recognizing, however, that the Parties could by mutual consent reserve certain issues to be negotiated and contained in the Local Agreements. Local negotiations commenced only after negotiations for a Master Agreement were successfully concluded.

b. As each of the initial thirty-three bargaining units separately concluded negotiations for its Local Agreement, represented employees in each of the bargaining units were provided with the opportunity to ratify both the Master Agreement and the Local Agreement that was applicable to that bargaining unit.

c. The initial Master and Local Agreements had common expiration dates and became effective only after all of the thirty-three collective bargaining units had ratified both the Master Agreement and the applicable Local Agreement. The effective date of the initial Master and Local Agreements was at 12:01 a.m. on the day following the date upon which the last of the thirty-three bargaining units ratified the Master Agreement and the applicable Local Agreement. At that time the terms and conditions of employment contained in the Master and Local Agreements superseded and replaced any existing collective bargaining agreement that has been previously negotiated by the Companies and the Local Unions. Until the Master and Local Agreements were successfully ratified effective February 17, 2009, the existing IBEW collective bargaining agreements remained in effect.

5. Expiration of the Initial Master Agreement and the Right To Strike

a. Once the Master and Local Agreements were successfully negotiated and ratified by employees within each of the bargaining units (and, as a consequence of which, a unified expiration date was established – Midnight, February 16, 2012), the right to strike by employees represented by the Local Unions shall be governed by the following schedule.

b. In the event that the Parties reach the Expiration Date of a subsequent Master and Local Agreements, the right to strike by IBEW-represented bargaining unit employees shall occur at 12:01 a.m. on the day following the date reflected in the following schedule.

STRIKE DATE	LOCAL UNION	BARGAINING UNIT
EXPIRATION DATE	1002	PSO
EXPIRATION DATE	876	THREE RIVERS
EXPIRATION DATE	1392	FT. WAYNE
EXPIRATION DATE	1392	MUNCIE
EXPIRATION DATE	1392	SOUTH BEND
EXPIRATION DATE	1392	TRANSMISSION – IN
EXPIRATION DATE	1392	STATION – IN
EXPIRATION DATE + 3 MONTHS	978	BECKLEY
EXPIRATION DATE + 3 MONTHS	978	CHARLESTON
EXPIRATION DATE + 3 MONTHS	978	FIELDALE
EXPIRATION DATE + 3 MONTHS	978	HUNTINGTON
EXPIRATION DATE + 3 MONTHS	978	LOGAN
EXPIRATION DATE + 3 MONTHS	978	LYNCHBURG
EXPIRATION DATE + 3 MONTHS	978	POINT PLEASANT
EXPIRATION DATE + 3 MONTHS	978	WELSH, BLUEFIELD
EXPIRATION DATE + 3 MONTHS	978	ROANOKE
EXPIRATION DATE + 3 MONTHS	978	CLINCH RIVER
EXPIRATION DATE + 3 MONTHS	978	GLEN LYN
EXPIRATION DATE + 3 MONTHS	978	HYDRO – SOUTH

STRIKE DATE	LOCAL UNION	BARGAINING UNIT
EXPIRATION DATE + 3 MONTHS	978	KANAWAH RIVER
EXPIRATION DATE + 3 MONTHS	978	BIG SANDY
EXPIRATION DATE + 3 MONTHS	1392	COOK – RPEC TECH GROUP
EXPIRATION DATE + 6 MONTHS	329, 386, 738	SWEPCO
EXPIRATION DATE + 6 MONTHS	1466	CSP
EXPIRATION DATE + 6 MONTHS	1466	DOLAN LAB
EXPIRATION DATE + 9 MONTHS	978	ASHLAND
EXPIRATION DATE + 9 MONTHS	978	HAZARD
EXPIRATION DATE + 9 MONTHS	978	PIKEVILLE – REVENUE
EXPIRATION DATE + 9 MONTHS	1392	COOK – MAINTENANCE
EXPIRATION DATE + 12 MONTHS	934	KINGSPORT
EXPIRATION DATE + 12 MONTHS	696	STEUBENVILLE
EXPIRATION DATE + 12 MONTHS	1392	COOK – STORES
EXPIRATION DATE + 12 MONTHS	1466-2	NEWARK, LANCASTER, ZANESVILLE
EXPIRATION DATE + 12 MONTHS	1466-1	TRANSMISSION – OH

c. The Parties agree that this Paragraph 5 of this MOU shall be incorporated into, and made a part, of the Master Agreement.

6. Collective Bargaining Process– Future Master and Local Agreements

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.

7. Collective Bargaining Process– Future Master and Local Agreements – Opt Out Process

a. Single Bargaining Unit Opt-Out

If any single Bargaining Unit chooses to opt out of the bargaining process for a new Master and Local Agreements as described in Paragraph 6 above, that Bargaining Unit must notify the Company in writing of its decision. Such single bargaining unit choosing to opt out agrees that to provide the necessary time to negotiate a successor individual collective bargaining agreement that the provisions of the then-current (or recently expired) Master and Local Agreement will remain in effect and that Local Bargaining Unit cannot go on strike until the later of:

- 60 calendar days from the date of its written notification, or
- the date during the year that its Collective Bargaining Agreement expired in accordance with Paragraph 3 above - the Collective Bargaining Process prior to the Initial Master Collective Bargaining Agreement.

b. Master Negotiations Process Opt-Out

Either the Companies or the System Council shall have the right to unilaterally terminate the process of negotiating a Successor Master and Local Agreements described in Paragraph 6 of this MOU and revert back to conducting negotiations for each of the bargaining units as described in Paragraph 3 of this MOU, by serving written notice of its intent to terminate upon its counterpart during the period beginning sixty calendar days before and ending sixty calendar days after the Expiration Date of the then current (or recently expired) Master and Local Agreements. Following

notification, the Parties shall immediately cease any negotiations that may then be ongoing with respect to the Master and/or Local Agreements, and begin negotiations for separate collective bargaining agreements for each of the bargaining units. Should the process of negotiations a Master Agreement and Local Agreements be terminated by either party, the parties agree that to provide the necessary time to negotiate successor individual collective bargaining agreements that the provisions of the then-current Master and Local Agreement will remain in effect and the Local Bargaining Units cannot go on strike until the later of:

- 60 calendar days from the date of its written notification, or
- the date during the year that its Collective Bargaining Agreement expired in accordance with Paragraph 3 above - the Collective Bargaining Process prior to the Initial Master Collective Bargaining Agreement.

8. Miscellaneous

a. The Parties expressly agree that they are not under any obligation to negotiate a Master Agreement or participate in the process associated with negotiating a Master and Local Agreements since this constitutes a “permissive” subject of collective bargaining.

b. The Companies voluntarily agree to participate in this process as an accommodation to the Local Unions and the System Council. The Parties agree that nothing (i) in this MOU, (ii) associated with the process of attempting to

bargain for the Master and Local Agreements, or (iii) associated with entering into a Master and/or Local Agreements, shall be construed as indicating the desire of the Parties to change or modify the underlying bargaining unit certifications.

For The Companies (Date: _____.)

By: _____ By: _____

Title: _____ Title: _____

By: _____ By: _____

Title: _____ Title: _____

By: _____ By: _____

Title: _____ Title: _____

We, the authorized representatives for the Local Unions listed below, authorize System Council U-9 to bargain on behalf of the Local Unions for a Master Agreement, the terms and conditions of which shall apply to all bargaining unit employees that we represent.

For IBEW Local Union 329
By:
Date: 2-16-2015

For IBEW Local Union 386
By:
Date: 2-16-15

For IBEW Local Union 696
By:
Date: 2/12/2015

For IBEW Local Union 738
By:
Date: 2/20/2015

For IBEW Local Union 876
By:
Date: 2-16-2015

For IBEW Local Union 934
By:
Date: 2-13-15

For IBEW Local Union 978
By:
Date:

For IBEW Local Union 1002
By:
Date: 2-13-15

For IBEW Local Union 1392
By:
Date: 2/16/15

For IBEW Local Union 1466
By:
Date: 2-13-2015

AGREEMENT

BETWEEN

KENTUCKY POWER COMPANY

AND

LOCAL UNION 978

ASHLAND DISTRICT
BARGAINING UNIT

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 AND REPRESENTATION

1.1 BARGAINING UNIT

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 production and maintenance employees, including line mechanics, line general servicers, line area servicers, station electricians, station servicers, meter electricians, driver ground worker, ground worker, fleet technicians and stores attendants employed by the employer in its Ashland, Kentucky, service area, but excluding the meter readers, field revenue specialists, dispatchers, building maintenance mechanics, transmission line mechanics, engineering technicians, drafters, engineering technologists, engineers, telecommunication technicians, protection and control specialists, foresters, field representatives, consumer services representatives, key account engineers, record specialists, all office clerical employees and all 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 classifications covered by this Agreement.

Temporary employees are those employees hired for full-time jobs but only for a specified limited period of time not to exceed six (6) months.

Part time employees are those employees whose jobs require less than a normal daily and/or weekly schedule.

1.2 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 exception of those terms and conditions of employment covered in the LOK Program.

1.3 INFORMATION FURNISHED UNION

(a) The Company agrees to furnish the Union's Business Manager a roster of employees as of the effective date of this Agreement and annually thereafter. The roster shall reflect the name, classification and seniority of each employee. Any employee aggrieved by a roster posted by the Company must file any grievance within thirty (30) days after the roster is posted.

(b) The Company agrees to furnish the Union's Business Manager a copy of any disciplinary action issued to an employee, including a written warning, suspension or discharge.

1.4 DUES

The Company shall have no obligation to collect Union dues for any month in which the employee in his first pay period, received (after all 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.

1.5 UNION REPRESENTATIVES

Authorized representatives of the Union shall be permitted to enter on the property of the Company at all reasonable times, provided such entry is necessary for the purpose of making investigation or interviewing witnesses in connection with any grievance arising between the members of the Union and the Company, but no such entry shall be made upon the premises for such purposes until the supervisor in charge has been advised. The Union shall notify the Company in writing of the name of the authorized representatives.

1.6 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. 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 a grievant) shall not lose regular straight time pay while actually attending a Second and Third Step grievance meeting.

ARTICLE II
SENIORITY

2.1 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.

Employees having less than six (6) months' service with the Company shall be considered as having no seniority. After six (6) months' service, the employee's seniority shall be calculated from the date of his employment in accordance with the terms of this Agreement.

Employees who are hired for specific temporary jobs shall have no seniority regardless of the length of service, unless said employees are transferred to the regular work force. In this event, seniority shall be calculated from the date of his assignment to fill a vacancy in a regular job and the usual six (6) months' probationary period may then be required by the Company.

2.2 TYPES OF SERVICE AND SENIORITY

Length of continuous service within the Company and/or any of the other American Electric Power Company affiliates shall be deemed Company service.

Length of service within the bargaining unit shall be deemed unit seniority.

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

2.3 LIST OF PROGRESSION LINES

(a) The following shall be deemed progression lines:

LINE
Line Servicer
Line Mechanic A
Line Mechanic B
Line Mechanic C
Line Mechanic D

STATION SERVICER
Station Servicer
Station Servicer A
Station Servicer B
Station Servicer C

STATION
Station Electrician A
Station Electrician B
Station Electrician C

METER
Meter Electrician A
Meter Electrician B
Meter Electrician C

FLEET SERVICES
Fleet Technician A
Fleet Technician B

DISTRIBUTION SUPPORT
Driver Ground Worker
Ground Worker
Driver Line Worker

MATERIAL SERVICES
Truck Driver
Stores Attendant A
Stores Attendant B

(b) Employees holding a job classification in the above listed lines of progression (except Distribution Support) must acquire within such time frames as determined by the Company, the qualifications necessary to perform the duties of the next higher classification in their line of progression. An employee's failure to qualify during such period shall result in his removal from the line of progression. (Note: For purposes of this Section 2.3, progression in "Line" is from "D" to "A", "Station Servicer" is from "C" to "Station Servicer" and "Station" is from "C" to "A.") When such an employee is promoted by the Company to the next higher classification in his line of progression, the Company shall not be required to post a notice under Section 2.4 (c) of this Article II.

(c) The Company may place an employee in any Distribution Support job classification without regard to the seniority provision of this Article II.

2.4 JOB POSTING

(a) When the Company desires to make promotions or to increase work forces as too 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, 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: Unit Seniority.

If an employee is 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 unit seniority shall govern. If unit seniority is equal, Company service shall govern.

(b) The line of progression seniority of an employee transferred from one line of progression to another 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.

(c) In the event a vacancy is to be filled in a classification covered by this Agreement, except under Section 2.3 (b) of this Article II, in order that employees may know about jobs available, a notice shall be posted 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, or another employee on his behalf if the employee is absent due to vacation, may submit bids for these jobs to his supervisor or the Human Resources Manager during the period specified.

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 therefor and provided the need to fill the vacancy still exists.

When a vacancy is filled by a junior employee, the Company's reasons shall, upon request, be given to the Union and/or senior employees who bid.

An employee who is classified as a Line Mechanic D and who is not qualified for promotion within his line of progression shall not be permitted to transfer.

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

(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.

(d) When the Company determines that it is necessary to redistribute employees within a job classification among the various regular headquarters within the bargaining unit on other than a temporary basis, a notice shall be posted on appropriate bulletin boards in the bargaining unit for not less than ten (10) calendar days. Any employee in the affected job classification may exercise his line of progression seniority to bid for such change of regular headquarters. If the Company is not able to accomplish its desired redistribution through the above process, then the Company will redistribute employees within the job classification by reverse line of progression seniority from the affected regular headquarter.

2.5 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 2.8 of this Article II.

(d) Is absent from work due to layoff in excess of the times specified in Section 2.7 of this Article II.

(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 absences.

(f) Overstays a leave of absence.

2.6 LAYOFF AND DISPLACEMENTS

(a) When a reduction in force is necessary probationary employees in the affected line of progression shall be laid off first. If it is necessary to reduce the number of regular employees, or to layoff regular employees, 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 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 seniority or unit 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 thereby may exercise their line of progression seniority and unit 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) Entrance jobs for the purpose of interpreting and applying the provisions of Section 2.6 (A) above are deemed to be:

Line Mechanic D
Station Servicer C
Station Electrician C
Meter Electrician C
Fleet Technician C
Driver Ground Worker
Ground Worker
Stores Attendant B

(c) An employee transferred to another job classification in accordance with the terms of this Section 2.6 shall receive (1) the top rate of pay of the classification to which transferred provided his former rate is equal to or exceeds the top rate of the new classification, or (2) the rate immediately below his former rate provided his former rate is less than the top rate of the new classification, or (3) the beginning rate of the new classification provided his former rate is less than the beginning rate of the new classification.

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

(e) For the purpose of this Section 2.6, an employee who transfers from one line of progression to another in exercising his seniority under Sections 2.6 (a) or (b) above 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 2.7 of this Article II. 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 2.8 of this Article II.

(f) 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.

(g) The Company shall give employees two (2) weeks' advance notice before being laid off, or in lieu thereof, eight (80) hours pay at the employee's regular straight-time rate of pay.

2.7 SENIORITY AFTER LAYOFF

If a regular employee is laid off, he shall retain his seniority for a period of two (2) years or for a period equal to his length of service when such absence begins, whichever is less, unless he sustains a complete loss of seniority as provided elsewhere in this Agreement.

2.8 RECALL

In recalling laid off employees, they shall be returned to work according to unit seniority if they are available, able and qualified to return to work. If an employee who has been laid off fails to report within seven (7) calendar days after notice is sent by United States Certified 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.

2.9 EMPLOYEE LEAVING BARGAINING UNIT

When an employee moves 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 one hundred eighty (180) calendar days, to a bargaining unit classification without loss of seniority accumulated before and after such promotion or transfer.

Further, such employee may be returned by the Company to a bargaining unit classification at any time after one hundred eighty (180) calendar days without loss of seniority accumulated before such promotion or transfer.

This Section 2.9 is not applicable to employees temporarily performing a supervisory or other job not covered by this Agreement. During such temporary periods of assignment the employee remains in the bargaining unit, maintains all rights conferred by this Agreement and continues to accumulate seniority during the assignment.

An employee who moves from this bargaining unit to another bargaining unit represented by Local 978 shall continue to accumulate seniority in this bargaining unit. Such accumulated seniority can be used by the employee to displace a less senior employee in this bargaining unit, but only if the employee is subject to being laid off in the Local 978 bargaining unit.

2.10 PURPOSES 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.

2.11 DEFINITIONS

(a) PROMOTIONS shall be considered as a change from one job classification to a job classification carrying a higher maximum rate of pay in the same line of progression.

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

(c) TRANSFERS shall be considered as a change from a job classification within one line or progression to a job classification in another line of progression.

ARTICLE III
WORKING CONDITIONS

3.1 WORK SCHEDULES

Where schedules include Saturdays and/or 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. However, the provisions of this Section above shall not apply when the Company deems it necessary to invoke the Major Service Restoration.

3.2 OVERTIME PAY

An employee shall be paid double his regular straight-time rate of pay for hours worked on his second scheduled day off within the workweek 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 (1½) times his regular straight-time rate of pay.

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 or when the Company deems it necessary to invoke the Major Service Restoration provisions.

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.

(c) If overtime for which an employee is scheduled is canceled later than ten (10) hours prior to the scheduled overtime, the employee will be paid one (1) hour's pay at the applicable overtime rate.

3.3 SHIFT PREMIUMS

(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 7:00 a.m. and 3:00 p.m.

Second Shift - Where the majority of the scheduled hours worked are between 3:00 p.m. and 11:00 p.m.

Third Shift - Where the majority of the scheduled hours worked are between 11:00 p.m. and 7:00 a.m.

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

Shift premium will apply in connection with overtime worked by employees assigned to the Second or Third shift.

Employees regularly assigned to a First Shift who are temporarily assigned to a Second or Third Shift will be paid the premium applicable to the shift to which temporarily assigned.

3.4 SCHEDULE AND SHIFT MODIFICATION

For the purpose of clarification, the following definitions apply:

(a) "Schedule Change" shall mean a change in regular workdays of a workweek.

(b) "Shift Change" shall mean a change in hours within a workday which results in the majority of an employee's newly scheduled hours to be within a shift other than his previous scheduled shift (see Section 3.3(a) of this Article III for shift definitions).

Overtime assignments and the Company's decision to invoke the Major Service Restoration provision shall not constitute either a schedule change or a shift change.

If the Company desires to change an employee's schedule and/or shift, the following shall apply:

(1) If an employee has his shift and/or schedule changed with less than twenty-four (24) hours' notice before the beginning of the changed shift and/or schedule, he shall be paid one and one-half (1½) 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 his regular straight-time rate plus applicable shift premium for the remainder of the hours worked on such changed shift and/or schedule.

(2) 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.

(3) Notwithstanding Section 3.4 (b)(1) and (2) above, 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 (1½) times his regular straight-time rate including applicable shift premium for hours worked on the first day of such changed shift and/or schedule.

3.5 CALL OUT

(a) 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 that preceded his scheduled starting time.

Callout pay shall not apply in cases where an employee has not left the Company property.

(b) When employees are required to remain at a particular place on call during Sundays, holidays or 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.

3.6 OVERTIME WORK—OBLIGATION, DISTRIBUTION

To the extent that is reasonable and practicable to do so, the Company will endeavor to equitably distribute overtime assignments over reasonable periods of time. Overtime records, cumulated on a biweekly basis, will be posted as soon as practicable after the closing of the pay period.

If overtime is assigned to the wrong classification, the qualified employee in the proper classification who should have been assigned the overtime shall be provided make-up overtime equal to the number of hours of the missed assignment. In no event shall the remedy for a violation of this Section 3.6 (b) be paid for time not worked. However, the provisions of Section 3.6 (b) above shall not apply when the Company deems it necessary to invoke the Major Service Restoration provisions.

3.7 REST PERIOD

(a) 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.

(b) The provisions of Section 3.7 (a) above shall not apply when the Company deems it necessary to invoke the Major Service Restoration provisions.

(c) However, if the rest period under (a) above is interrupted by recall, a new rest period shall begin at the earlier time occurring under (a) or (b) above.

3.8 JOB SITE REPORTING

(a) When conditions require that an employee work at a distance from his regular headquarters, the Company shall provide transportation and pay for travel time both ways between headquarters and job locations.

(b) Notwithstanding Section 6.9 (A) above, an employee may be required to furnish his own transportation and travel on his own time when he is assigned to report to work at job locations which are within thirty (30) miles of his regular headquarters.

When an employee is assigned to work at job locations which are between thirty (30) and sixty (60) miles of his regular headquarters he may be required to travel on

his own time and will be paid Thirty-Four Dollars ($34) for furnishing his own transportation.

3.9 LODGING AND BOARD PER DIEM

When an employee is required to spend the night away from his regular headquarters, the Company shall either furnish a One Hundred Twenty Five Dollar ($125) “travel allotment” for lodging, meals and miscellaneous expenses or provide lodging while away and commencing with the evening meal on the first day the Company will furnish the following “per diem” for meals and miscellaneous expenses: Eighteen Dollars ($18.00) when the evening meal is to be provided, or; Eighteen Dollars ($18.00) per day when the breakfast and mid-shift meals are to be provided (i.e., the evening meal can be eaten at home), or; Twenty-Seven Dollars ($27.00) per day when the mid-shift and evening meals are to be provided (i.e., breakfast can be eaten at home), or; Thirty-Six Dollars ($36.00) per day if all meals are to be provided. The Company shall deduct from the applicable “per diem” the cost of any meals which it may provide. The Company will make a reasonable effort to find a suitable place for lodging when the travel allotment is furnished. Travel time between lodging and job locations shall not be considered as time worked except when the Company invokes the major service restoration provisions and work is performed outside the American Electric Power System. Such an employee may be required to remain away on his regular off days unless paid for all work done on those days, or all time spent during the normal working hours of such days, as the appropriate rate of pay.

3.10 MEAL ALLOWANCE

An employee will be entitled to a $13.00 meal allowance when he:

(a) works overtime for two (2) hours or more immediately before or after his regular shift, or

(b) is called out to work overtime without advance notice and such overtime is worked six (6) hours or more, or

(c) is called out to work overtime without advance notice and such overtime is worked into a normal meal time (i.e., 6:30 a.m. to 7:30 a.m., 12:00 noon to 1:00 p.m., and 5:30 p.m. to 6:30 p.m.), or

(d) is scheduled to work overtime outside of, but not immediately before or after, his regular shift and such overtime is worked more than ten (10) hours, or

(e) is called out to work overtime and is prevented from providing his own regular mid-shift meal, or

(f) works overtime continuously for six (6) hours or more after becoming entitled to an initial meal allowance under (1), (2), (3), or (4) above, and will be entitled to additional meal allowances for each subsequent six (6) hour interval of continuous overtime worked thereafter.

(g) Any time provided to eat a meal shall not be deemed time worked.

3.11 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.

The Company shall furnish the Union a copy of the Report of Injury or Illness of any accident affecting an employee covered by this Agreement and resulting in lost time.

The formulation and installation of safety rules is the responsibility of management and employees shall be required to observe such rules. The reasonableness of a safety rule is subject to the grievance and arbitration procedure.

The Company shall provide and maintain first aid equipment at all headquarters, in convenient locations, and in automotive equipment used by employees; and employees shall be instructed to observe all safety rules.

The Company shall furnish prescription safety eyeglasses (the style and type of which shall be determined by the Company) for employees whose duties, as determined by the Company, require eye protection and who have need for prescription lenses. The employee will pay for his eye examination and furnish the Company a copy of the prescription to be used.

3.12 INCLEMENT WEATHER

When in judgment of the Company, inclement weather prevents the regular maintenance employees covered by this Agreement from working outdoors on energized primary equipment except in emergencies, the Company will provide work indoors or outdoors at their regular rate of pay. This section shall not apply to workers who have already completed their regular number of work hours for the week.

3.13 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. Employees shall be allowed a reasonable length of time to return their tools and equipment to their proper place before their regular quitting time. When employees are furnished with Company equipment, such as vehicles, lockers, desks, etc., the Company may inspect such at any time.

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.

Uniforms (the material and style of which shall be determined by the Company) shall be furnished to employees employed as Fleet Technicians.

3.14 REPORTING OFF DUTY

Employees who are unable to report for work shall, if possible, notify their supervisors at least two (2) hours before their starting time of such inability to report to work. However, any employee who is unable to report for work is expected to notify his supervisor as soon as he knows of his inability to report to work.

3.15 FLEET CERTIFICATION FEES

When a Fleet Technician registers to take a certification test, or a re-certification test, such as those given by the Fluid Power Society or the Automotive Service Excellence (ASE) organizations, which is required by the Company, the initial test registration fee and the initial periodic re-certification fees shall be paid by the Company. Subsequent fees for retests, if any, shall be paid by the employee.

ARTICLE IV
VACATIONS

4.1 For purposes of this Article IV, 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.

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

Service Requirement	Hours of Vacation
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 4.1 above shall be in accordance with the table in Section 4.2 (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.

4.2.1 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.

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

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

4.3.1 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.

4.3.2 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 IV.

4.4 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.

4.5 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 4.5 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.

4.6 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 4.2 (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 that that of a new employee hired on the same date.

4.7 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.

4.8 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.

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

4.10 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 Section 4.2.2, 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 V
HOLIDAYS

5.1 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 either:

(1) Pay such employee for eight (8) hours at his regular straight-time rate for such holiday, or

(2) Give such employee a day off on one of his currently scheduled days of work for that workweek and pay him for eight (8) hours at his regular straight-time rate for such day.

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

5.2 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 (1½) times his regular straight-time rate of pay.

(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 9.3 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.

5.3 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) Requests for a Personal Day Off should be made at least one (1) week in advance of the day to be observed, unless extenuating circumstances prevent the asking for the day in such advance time, and the day for observing such Personal Day Off must be approved by the employee's immediate supervisor.

(b) 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 they were received.

(c) 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 workday 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.

(d) 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 or the employee may request to reschedule the holiday to another day prior to December 31.

(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 (1½) 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.

ARTICLE VI
WAGES

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

6.2 TEMPORARY WORK ASSIGNMENTS

If an employee is temporarily assigned to a job of higher rate for one (1) hour or more, either within or outside of his department, he shall receive the higher rate for the actual hours worked in the higher rated job.

If temporary assignments cover a full day before and a full day after a holiday, any pay for the holiday not worked shall be based upon the straight-time hourly rate for time worked on the scheduled day preceding the holiday.

6.3 RATE OF PAY FOR NEW OR CHANGED JOB CLASSIFICATIONS

If new job classifications are created or if the duties of any job classification 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.

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.

ARTICLE VII
WAIVER OF BARGAINING

It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements, understandings, customs and practices, oral or written, expressed or implied, and this Agreement incorporates their full and complete understandings 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.

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 CBA 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:	FOR THE UNION:
Kentucky Power Company	Local Union 978, International Brotherhood of Electrical Workers Ashland Bargaining Unit
Labor Relations Manager	Business Manager

INDEX
ASHLAND
BARGAINING UNIT

SUBJECT	PAGE
Call Out	19
Demotion	15
Dues Deduction	3
Employees, New, Change of Status	2
Entrance Jobs	12
Fleet Certification Fees	26
Grievance Committee	4
Holidays - Pay If Not Worked	31
Holidays - Pay If Worked	32
Holidays - Personal Day Off	32
Holidays - During Vacation	30
Inclement Weather	24
Intent and Purpose	2
Job Posting	8
Layoff and Displacements	11
Legacy of Knowledge	3
Lines of Progression	6
Meal Allowance	22
Meals and lodging, Per Diems	22
On Call	19
Overtime Cancellation	17
Overtime Distribution	20
Overtime Obligation	20
Overtime Payments	16
Promotion	15

INDEX
ASHLAND
BARGAINING UNIT

SUBJECT	PAGE
Recall	13
Report for Work	26
Report for Work at Job Site	21
Rest Period	20
Safety	23
Safety Glasses	24
Schedules	16
Schedule Change	18
Seniority, Acquisition of	6
Seniority, After Layoff	13
Seniority, Definition of Types	6
Seniority, Loss of	10
Seniority, Posting of Roster	3
Seniority, Upon Leaving Bargaining Unit	14
Shift Change	18
Shift Premium	17
Step-Up	34
Tools and Equipment	24
Transfers	15
Travel Time	22
Union Access to Company Property	4
Unit Defined	2
Vacation - Advance Pay	29
Vacation - Choice of Period	29
Vacation - Eligibility	27
Vacation - Entitlement	27
Vacation - Retirement, Termination or Layoff	28
Wages - Pay for Temporary Assignment	34
Wages - Rate for New or Changed Jobs	34
Wages - Working Sixteen Consecutive Hours and Continues to Work	16
Work away from Headquarters	22

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:

Service Requirement	Hours of Vacation
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 that 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 CBA 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:	FOR THE UNION:
Kentucky Power Company	Local Union 978, International Brotherhood of Electrical Workers Big Sandy Plant Bargaining Unit
Labor Relations Manager	Business Manager

INDEX
BIG SANDY PLANT

SUBJECT	PAGE
Authority of Arbitrator	4
Bargaining Unit Defined	2
Call Out	18
Duration of Agreement	34
Dues Deduction	3
Employees Leaving Bargaining Unit	12
Grievance Committee	3
Health and Safety	22
Holidays – Pay for Holidays Not Worked	25
Holidays – Pay for Holidays Worked	26
Holidays - Personal Days Off	27
Job Bidding	7
Layoff and Displacements	9
Legacy of Knowledge	2
Lines of Progression	5
Meal Allowance	21
Overtime - Distribution of Overtime	21
Overtime - Meal Allowance	21
Overtime - Payments	15
Personal Day Off	27
Procedure for Filling Vacancies	7
Promotion and Transfers	5
Rate of Pay for New or Changed Jobs	20
Recall	12
Rest Period	23
Salaried Pay Plan	34
Seniority, During Illness or Injury	14
Seniority, After Transfer or Demotion	11
Seniority, Acquisition of	5
Seniority, After Layoff	12
Seniority, Types of	5
Seniority, Loss of	9
Seniority Lists	13
Seniority, Purpose	13
Schedule and Shift Modification	17
Shift Premium	16

INDEX
BIG SANDY PLANT

SUBJECT **PAGE**

Temporary Work Assignments 19
Tools and Equipment 22

Union Recognition 2

Vacation - Advances 31
Vacation - Choice of 31
Vacation - Deferral Plan 30
Vacation - Eligibility 29
Vacation – Holidays During Vacation 32
Vacation – Upon Termination 30

Wage Agreement 34
Wages - Pay for Temporary Assignment 19
Wages - Rate for New or Changed Jobs 20
Wages – Increases Within Classification 20
Waiver of Bargaining 33
Working Away From the Plant 23

AGREEMENT

BETWEEN

KENTUCKY POWER COMPANY

AND

LOCAL UNION 978

HAZARD
BARGAINING UNIT

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 AND REPRESENTATION

1.1 BARGAINING UNIT

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 production and maintenance employees, including line mechanics, line general servicers, line area servicers, station electricians, station servicers, meter electricians, driver ground worker, ground worker, fleet technicians, meter readers, field revenue specialists and stores attendants employed by the employer in its Hazard, Kentucky, service area, but excluding the dispatchers, building maintenance mechanics, transmission line mechanics, engineering technicians, drafters, engineering technologists, engineers, telecommunication technicians, protection and control specialists, foresters, field representatives, consumer services representatives, key account engineers, record specialists, all office clerical employees and all 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 classifications covered by this Agreement.

Temporary employees are those employees hired for full-time jobs but only for a specified limited period of time not to exceed six (6) months.

Part time employees are those employees whose jobs require less than a normal daily and/or weekly schedule.

1.2 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 exception of those terms and conditions of employment covered in the LOK Program.

1.3 INFORMATION FURNISHED UNION

(a) The Company agrees to furnish the Union's Business Manager a roster of employees as of the effective date of this Agreement and annually thereafter. The roster shall reflect the name, classification and seniority of each employee. Any employee aggrieved by a roster posted by the Company must file any grievance within thirty (30) days after the roster is posted.

(b) The Company agrees to furnish the Union's Business Manager a copy of any disciplinary action issued to an employee, including a written warning, suspension or discharge.

1.4 DUES

The Company shall have no obligation to collect Union dues for any month in which the employee in his first pay period, received (after all 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.

1.5 UNION REPRESENTATIVES

Authorized representatives of the Union shall be permitted to enter on the property of the Company at all reasonable times, provided such entry is necessary for the purpose of making investigation or interviewing witnesses in connection with any grievance arising between the members of the Union and the Company, but no such entry shall be made upon the premises for such purposes until the supervisor in charge has been advised. The Union shall notify the Company in writing of the name of the authorized representatives.

1.6 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. 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 a grievant) shall not lose regular straight time pay while actually attending a Second and Third Step grievance meeting.

ARTICLE II
SENIORITY

2.1 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.

Employees having less than six (6) months' service with the Company shall be considered as having no seniority. After six (6) months' service, the employee's seniority shall be calculated from the date of his employment in accordance with the terms of this Agreement.

Employees who are hired for specific temporary jobs shall have no seniority regardless of the length of service, unless said employees are transferred to the regular work force. In this event, seniority shall be calculated from the date of his assignment to fill a vacancy in a regular job and the usual six (6) months' probationary period may then be required by the Company.

2.2 TYPES OF SERVICE AND SENIORITY

Length of continuous service within the Company and/or any of the other American Electric Power Company affiliates shall be deemed Company service.

Length of service within the bargaining unit shall be deemed unit seniority.

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

2.3 LIST OF PROGRESSION LINES

(a) The following shall be deemed progression lines:

LINE
Line Servicer
Line Mechanic A
Line Mechanic B
Line Mechanic C
Line Mechanic D

STATION SERVICER
Station Servicer
Station Servicer A
Station Servicer B
Station Servicer C

STATION

Station Electrician A
Station Electrician B
Station Electrician C

METER
Meter Electrician A
Meter Electrician B
Meter Electrician C

FIELD REVENUE OPERATIONS
Field Revenue Specialists
Meter Servicer
Meter Reader

FLEET SERVICES
Fleet Technician A
Fleet Technician B

DISTRIBUTION SUPPORT
Driver Ground Worker
Ground Worker
Driver Line Worker

MATERIAL SERVICES
Stores Attendant A
Stores Attendant B

(b) Employees holding a job classification in the above listed lines of progression (except Distribution Support) must acquire within such time frames as determined by the Company, the qualifications necessary to perform the duties of the next higher classification in their line of progression. An employee's failure to qualify during such period shall result in his removal from the line of progression. (Note: For purposes of this Section 2.3, progression in "Line" is from "D" to "A" , "Station Servicer is from "C" to "Station Servicer", "Station" is from "Station Electrician C" to "A." and Field Revenue Operations is Meter Reader to Meter Servicer.) When such an employee is promoted by the Company to the next higher classification in his line of progression, the Company shall not be required to post a notice under Section 2.4 (c) of this Article II.

(c) The Company may place an employee in any Distribution Support job classification without regard to the seniority provision of this Article II.

2.4 JOB POSTING

(a) When the Company desires to make promotions or to increase work forces as too 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, 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: Unit Seniority.

If an employee is 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 unit seniority shall govern. If unit seniority is equal, Company service shall govern.(b)

The line of progression seniority of an employee transferred from one line of progression to another 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.

(c) In the event a vacancy is to be filled in a classification covered by this Agreement, except under Section 2.3 (b) of this Article II, in order that employees may know about jobs available, a notice shall be posted 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, or another employee on his behalf if the employee is absent due to vacation, may submit bids for these jobs to his supervisor or the Human Resources Manager during the period specified.

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 therefor and provided the need to fill the vacancy still exists.

When a vacancy is filled by a junior employee, the Company's reasons shall, upon request, be given to the Union and/or senior employees who bid.

An employee who is classified as a Line Mechanic D and who is not qualified for promotion within his line of progression shall not be permitted to transfer.

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

(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.

(d) When the Company determines that it is necessary to redistribute employees within a job classification among the various regular headquarters within the bargaining unit on other than a temporary basis, a notice shall be posted on appropriate bulletin boards in the bargaining unit for not less than ten (10) calendar days. Any employee in the affected job classification may exercise his line of progression seniority to bid for such change of regular headquarters. If the Company is not able to accomplish its desired redistribution through the above process, then the Company will redistribute employees within the job classification by reverse line of progression seniority from the affected regular headquarter.

2.5 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 2.8 of this Article II.

(d) Is absent from work due to layoff in excess of the times specified in Section 2.7 of this Article II.

(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 absences.

(f) Overstays a leave of absence.

2.6 LAYOFF AND DISPLACEMENTS

(a) When a reduction in force is necessary probationary employees in the affected line of progression shall be laid off first. If it is necessary to reduce the number of regular employees, or to layoff regular employees, 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 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 seniority or unit 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 thereby may exercise their line of progression seniority and unit 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) Entrance jobs for the purpose of interpreting and applying the provisions of Section 2.6 (A) above are deemed to be:

Line Mechanic D
Station Servicer C
Station Electrician C
Meter Electrician C
Meter Readers
Fleet Technician C
Driver Ground Worker
Ground Worker
Stores Attendant B

(c) An employee transferred to another job classification in accordance with the terms of this Section 2.6 shall receive (1) the top rate of pay of the classification to which transferred provided his former rate is equal to or exceeds the top rate of the new classification, or (2) the rate immediately below his former rate provided his former rate is less than the top rate of the new classification, or (3) the beginning rate of the new classification provided his former rate is less than the beginning rate of the new classification.

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

(e) For the purpose of this Section 2.6, an employee who transfers from one line of progression to another in exercising his seniority under Sections 2.6 (a) or (b) above 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 2.7 of this Article II. 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 2.8 of this Article II.

(f) 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.

(g) The Company shall give employees two (2) weeks' advance notice before being laid off, or in lieu thereof, eight (80) hours pay at the employee's regular straight-time rate of pay.

2.7 SENIORITY AFTER LAYOFF

If a regular employee is laid off, he shall retain his seniority for a period of two (2) years or for a period equal to his length of service when such absence begins, whichever is less, unless he sustains a complete loss of seniority as provided elsewhere in this Agreement.

2.8 RECALL

In recalling laid off employees, they shall be returned to work according to unit seniority if they are available, able and qualified to return to work. If an employee who has been laid off fails to report within seven (7) calendar days after notice is sent by United States Certified 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.

2.9 EMPLOYEE LEAVING BARGAINING UNIT

When an employee moves 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 one hundred eighty (180) calendar days, to a bargaining unit classification without loss of seniority accumulated before and after such promotion or transfer.

Further, such employee may be returned by the Company to a bargaining unit classification at any time after one hundred eighty (180) calendar days without loss of seniority accumulated before such promotion or transfer.

This Section 2.9 is not applicable to employees temporarily performing a supervisory or other job not covered by this Agreement. During such temporary periods of assignment the employee remains in the bargaining unit, maintains all rights conferred by this Agreement and continues to accumulate seniority during the assignment.

An employee who moves from this bargaining unit to another bargaining unit represented by Local 978 shall continue to accumulate seniority in this bargaining unit. Such accumulated seniority can be used by the employee to displace a less senior employee in this bargaining unit, but only if the employee is subject to being laid off in the Local 978 bargaining unit.

2.10 PURPOSES 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.

2.11 DEFINITIONS

(a) PROMOTIONS shall be considered as a change from one job classification to a job classification carrying a higher maximum rate of pay in the same line of progression.

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

(c) TRANSFERS shall be considered as a change from a job classification within one line or progression to a job classification in another line of progression.

ARTICLE III
WORKING CONDITIONS

3.1 WORK SCHEDULES

Where schedules include Saturdays and/or 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. However, the provisions of this Section above shall not apply when the Company deems it necessary to invoke the Major Service Restoration.

3.2 OVERTIME PAY

An employee shall be paid double his regular straight-time rate of pay for hours worked on his second scheduled day off within the workweek 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 (1½) times his regular straight-time rate of pay.

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 or when the Company deems it necessary to invoke the Major Service Restoration provisions.

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.

(c) If overtime for which an employee is scheduled is canceled later than ten (10) hours prior to the scheduled overtime, the employee will be paid one (1) hour's pay at the applicable overtime rate.

3.3 SHIFT PREMIUMS

(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 7:00 a.m. and 3:00 p.m.

Second Shift - Where the majority of the scheduled hours worked are between 3:00 p.m. and 11:00 p.m.

Third Shift - Where the majority of the scheduled hours worked are between 11:00 p.m. and 7:00 a.m.

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

Shift premium will apply in connection with overtime worked by employees assigned to the Second or Third shift.

Employees regularly assigned to a First Shift who are temporarily assigned to a Second or Third Shift will be paid the premium applicable to the shift to which temporarily assigned.

3.4 SCHEDULE AND SHIFT MODIFICATION

For the purpose of clarification, the following definitions apply:

(a) "Schedule Change" shall mean a change in regular workdays of a workweek.

(b) "Shift Change" shall mean a change in hours within a workday which results in the majority of an employee's newly scheduled hours to be within a shift other than his previous scheduled shift (see Section 3.3(a) of this Article III for shift definitions).

Overtime assignments and the Company's decision to invoke the Major Service Restoration provision shall not constitute either a schedule change or a shift change.

If the Company desires to change an employee's schedule and/or shift, the following shall apply:

(1) If an employee has his shift and/or schedule changed with less than twenty-four (24) hours' notice before the beginning of the changed shift and/or schedule, he shall be paid one and one-half (1½) 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 his regular straight-time rate plus applicable shift premium for the remainder of the hours worked on such changed shift and/or schedule.

(2) 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.

(3) Notwithstanding Section 3.4 (b)(1) and (2) above, 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 (1½) times his regular straight-time rate including applicable shift premium for hours worked on the first day of such changed shift and/or schedule.

3.5 CALL OUT

(a) 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 that preceded his scheduled starting time.

Callout pay shall not apply in cases where an employee has not left the Company property.

(b) When employees are required to remain at a particular place on call during Sundays, holidays or 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.

3.6 OVERTIME WORK—OBLIGATION, DISTRIBUTION

To the extent that is reasonable and practicable to do so, the Company will endeavor to equitably distribute overtime assignments over reasonable periods of time. Overtime records, cumulated on a biweekly basis, will be posted as soon as practicable after the closing of the pay period.

If overtime is assigned to the wrong classification, the qualified employee in the proper classification who should have been assigned the overtime shall be provided make-up overtime equal to the number of hours of the missed assignment. In no event shall the remedy for a violation of this Section 3.6 (b) be paid for time not worked. However, the provisions of Section 3.6 (b) above shall not apply when the Company deems it necessary to invoke the Major Service Restoration provisions.

3.7 REST PERIOD

(a) 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.

(b) The provisions of Section 3.7 (a) above shall not apply when the Company deems it necessary to invoke the Major Service Restoration provisions.

(c) However, if the rest period under (a) above is interrupted by recall, a new rest period shall begin at the earlier time occurring under (a) or (b) above.

3.8 JOB SITE REPORTING

(a) When conditions require that an employee work at a distance from his regular headquarters, the Company shall provide transportation and pay for travel time both ways between headquarters and job locations.

(b) Notwithstanding Section 6.9 (A) above, an employee may be required to furnish his own transportation and travel on his own time when he is assigned to report to work at job locations which are within thirty (30) miles of his regular headquarters.

When an employee is assigned to work at job locations which are between thirty (30) and sixty (60) miles of his regular headquarters he may be required to travel on

his own time and will be paid Thirty-Four Dollars ($34) for furnishing his own transportation.

3.9 LODGING AND BOARD PER DIEM

When an employee is required to spend the night away from his regular headquarters, the Company shall either furnish a One Hundred Twenty Five Dollar ($125) “travel allotment” for lodging, meals and miscellaneous expenses or provide lodging while away and commencing with the evening meal on the first day the Company will furnish the following “per diem” for meals and miscellaneous expenses: Eighteen Dollars ($18.00) when the evening meal is to be provided, or; Eighteen Dollars ($18.00) per day when the breakfast and mid-shift meals are to be provided (i.e., the evening meal can be eaten at home), or; Twenty-Seven Dollars ($27.00) per day when the mid-shift and evening meals are to be provided (i.e., breakfast can be eaten at home), or; Thirty-Six Dollars ($36.00) per day if all meals are to be provided. The Company shall deduct from the applicable “per diem” the cost of any meals which it may provide. The Company will make a reasonable effort to find a suitable place for lodging when the travel allotment is furnished. Travel time between lodging and job locations shall not be considered as time worked except when the Company invokes the major service restoration provisions and work is performed outside the American Electric Power System. Such an employee may be required to remain away on his regular off days unless paid for all work done on those days, or all time spent during the normal working hours of such days, as the appropriate rate of pay.

3.10 MEAL ALLOWANCE

An employee will be entitled to a $13.00 meal allowance when he:

(a) works overtime for two (2) hours or more immediately before or after his regular shift, or

(b) is called out to work overtime without advance notice and such overtime is worked six (6) hours or more, or

(c) is called out to work overtime without advance notice and such overtime is worked into a normal meal time (i.e., 6:30 a.m. to 7:30 a.m., 12:00 noon to 1:00 p.m., and 5:30 p.m. to 6:30 p.m.), or

(d) is scheduled to work overtime outside of, but not immediately before or after, his regular shift and such overtime is worked more than ten (10) hours, or

(e) is called out to work overtime and is prevented from providing his own regular mid-shift meal, or

(f) works overtime continuously for six (6) hours or more after becoming entitled to an initial meal allowance under (1), (2), (3), or (4) above, and will be entitled to additional meal allowances for each subsequent six (6) hour interval of continuous overtime worked thereafter.

(g) Any time provided to eat a meal shall not be deemed time worked.

3.11 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.

The Company shall furnish the Union a copy of the Report of Injury or Illness of any accident affecting an employee covered by this Agreement and resulting in lost time.

The formulation and installation of safety rules is the responsibility of management and employees shall be required to observe such rules. The reasonableness of a safety rule is subject to the grievance and arbitration procedure.

The Company shall provide and maintain first aid equipment at all headquarters, in convenient locations, and in automotive equipment used by employees; and employees shall be instructed to observe all safety rules.

The Company shall furnish prescription safety eyeglasses (the style and type of which shall be determined by the Company) for employees whose duties, as determined by the Company, require eye protection and who have need for prescription lenses. The employee will pay for his eye examination and furnish the Company a copy of the prescription to be used.

3.12 INCLEMENT WEATHER

When in judgment of the Company, inclement weather prevents the regular maintenance employees covered by this Agreement from working outdoors on energized primary equipment except in emergencies, the Company will provide work indoors or outdoors at their regular rate of pay. This section shall not apply to workers who have already completed their regular number of work hours for the week.

3.13 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. Employees shall be allowed a reasonable length of time to return their tools and equipment to their proper place before their regular quitting time. When employees are furnished with Company equipment, such as vehicles, lockers, desks, etc., the Company may inspect such at any time.

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.

Uniforms (the material and style of which shall be determined by the Company) shall be furnished to employees employed as Fleet Technicians, Meter Readers and Specialists.

3.14 REPORTING OFF DUTY

Employees who are unable to report for work shall, if possible, notify their supervisors at least two (2) hours before their starting time of such inability to report to work. However, any employee who is unable to report for work is expected to notify his supervisor as soon as he knows of his inability to report to work.

3.15 FLEET CERTIFICATION FEES

When a Fleet Technician registers to take a certification test, or a re-certification test, such as those given by the Fluid Power Society or the Automotive Service Excellence (ASE) organizations, which is required by the Company, the initial test registration fee and the initial periodic re-certification fees shall be paid by the Company. Subsequent fees for retests, if any, shall be paid by the employee.

ARTICLE IV
VACATIONS

4.1 For purposes of this Article IV, 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.

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

Service Requirement	Hours of Vacation
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 4.1 above shall be in accordance with the table in Section 4.2 (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.

4.2.1 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.

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

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

4.3.1 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.

4.3.2 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 IV.

4.4 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.

4.5 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 4.5 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.

4.6 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 4.2 (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 that that of a new employee hired on the same date.

4.7 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.

4.8 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.

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

4.10 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 Section 4.2.2, 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 V
HOLIDAYS

5.1 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 either:

(1) Pay such employee for eight (8) hours at his regular straight-time rate for such holiday, or

(2) Give such employee a day off on one of his currently scheduled days of work for that workweek and pay him for eight (8) hours at his regular straight-time rate for such day.

(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.

5.2 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 (1½) times his regular straight-time rate of pay.

(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 9.3 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.

5.3 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) Requests for a Personal Day Off should be made at least one (1) week in advance of the day to be observed, unless extenuating circumstances prevent the asking for the day in such advance time, and the day for observing such Personal Day Off must be approved by the employee's immediate supervisor.

(b) 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 they were received.

(c) 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 workday 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.

(d) 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 or the employee may request to reschedule the holiday to another day prior to December 31.

(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 (1½) 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.

ARTICLE VI
WAGES

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

6.2 TEMPORARY WORK ASSIGNMENTS

If an employee is temporarily assigned to a job of higher rate for one (1) hour or more, either within or outside of his department, he shall receive the higher rate for the actual hours worked in the higher rated job.

If temporary assignments cover a full day before and a full day after a holiday, any pay for the holiday not worked shall be based upon the straight-time hourly rate for time worked on the scheduled day preceding the holiday.

6.3 RATE OF PAY FOR NEW OR CHANGED JOB CLASSIFICATIONS

If new job classifications are created or if the duties of any job classification 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.

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.

ARTICLE VII
WAIVER OF BARGAINING

It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements, understandings, customs and practices, oral or written, expressed or implied, and this Agreement incorporates their full and complete understandings 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.

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 CBA 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:	FOR THE UNION:
Kentucky Power Company	Local Union 978, International Brotherhood of Electrical Workers Hazard Bargaining Unit
Labor Relations Manager	Business Manager

INDEX
HAZARD
BARGAINING UNIT

SUBJECT **PAGE**

Call Out 19

Demotion 15
Dues Deduction 3

Employees, New, Change of Status 2
Entrance Jobs 12

Fleet Certification Fees 26

Grievance Committee 4

Holidays - Pay If Not Worked 31
Holidays - Pay If Worked 32
Holidays - Personal Day Off 32
Holidays - During Vacation 30

Inclement Weather 24
Intent and Purpose 2

Job Posting 8

Layoff and Displacements 11
Legacy of Knowledge 3
Lines of Progression 6

Meal Allowance 22
Meals and lodging, Per Diems 22

On Call 19
Overtime Cancellation 17
Overtime Distribution 20
Overtime Obligation 20
Overtime Payments 16

Promotion 15

INDEX
HAZARD
BARGAINING UNIT

SUBJECT **PAGE**

Recall 13
Report for Work 26
Report for Work at Job Site 21
Rest Period 20

Safety 23
Safety Glasses 24
Schedules 16
Schedule Change 18
Seniority, Acquisition of 6
Seniority, After Layoff 13
Seniority, Definition of Types 6
Seniority, Loss of 10
Seniority, Posting of Roster 3
Seniority, Upon Leaving Bargaining Unit 14
Shift Change 18
Shift Premium 17
Step-Up 34

Tools and Equipment 24
Transfers 15
Travel Time 22

Union Access to Company Property 4
Unit Defined 2

Vacation - Advance Pay 29
Vacation - Choice of Period 29
Vacation - Eligibility 27
Vacation - Entitlement 27
Vacation - Retirement, Termination or Layoff 28

Wages - Pay for Temporary Assignment 34
Wages - Rate for New or Changed Jobs 34
Wages - Working Sixteen Consecutive Hours and Continues to Work 16
Work - Away from Headquarters 22

AGREEMENT

BETWEEN

KENTUCKY POWER COMPANY

AND

LOCAL UNION 978

PIKEVILLE FRO
BARGAINING UNIT

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 AND REPRESENTATION

1.1 BARGAINING UNIT

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 meter readers and field revenue specialists employed by the employer in its Pikeville, Kentucky, service area, but excluding all other employees, 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 classifications covered by this Agreement.

Temporary employees are those employees hired for full-time jobs but only for a specified limited period of time not to exceed six (6) months.

Part time employees are those employees whose jobs require less than a normal daily and/or weekly schedule.

1.2 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 exception of those terms and conditions of employment covered in the LOK Program.

1.3 INFORMATION FURNISHED UNION

(a) The Company agrees to furnish the Union's Business Manager a roster of employees as of the effective date of this Agreement and annually thereafter. The roster shall reflect the name, classification and seniority of each employee. Any employee aggrieved by a roster posted by the Company must file any grievance within thirty (30) days after the roster is posted.

(b) The Company agrees to furnish the Union's Business Manager a copy of any disciplinary action issued to an employee, including a written warning, suspension or discharge.

1.4 DUES

The Company shall have no obligation to collect Union dues for any month in which the employee in his first pay period, received (after all 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.

1.5 UNION REPRESENTATIVES

Authorized representatives of the Union shall be permitted to enter on the property of the Company at all reasonable times, provided such entry is necessary for the

purpose of making investigation or interviewing witnesses in connection with any grievance arising between the members of the Union and the Company, but no such entry shall be made upon the premises for such purposes until the supervisor in charge has been advised. The Union shall notify the Company in writing of the name of the authorized representatives.

1.6 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. 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 a grievant) shall not lose regular straight time pay while actually attending a Second and Third Step grievance meeting.

ARTICLE II
SENIORITY

2.1 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.

Employees having less than six (6) months' service with the Company shall be considered as having no seniority. After six (6) months' service, the employee's seniority shall be calculated from the date of his employment in accordance with the terms of this Agreement.

Employees who are hired for specific temporary jobs shall have no seniority regardless of the length of service, unless said employees are transferred to the regular work force. In this event, seniority shall be calculated from the date of his assignment to fill a vacancy in a regular job and the usual six (6) months' probationary period may then be required by the Company.

2.2 TYPES OF SERVICE AND SENIORITY

Length of continuous service within the Company and/or any of the other American Electric Power Company affiliates shall be deemed Company service.

Length of service within the bargaining unit shall be deemed unit seniority.

2.3 JOB POSTING

(a) When the Company desires to make promotions or to increase work forces as too jobs in the bargaining unit, the following factors shall be considered:

(1) Skill, efficiency, experience, ability, knowledge, physical fitness, training and merit/performance. In order to determine an employee's qualifications, the Company may require the employee to satisfactorily pass reasonable examinations. Where such factors are substantially equal for two or more employees, then unit seniority shall govern.

(b) In the event a vacancy is to be filled in a classification covered by this Agreement, in order that employees may know about jobs available, a notice shall be posted 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, or another employee on his behalf if the employee is absent due to vacation, may submit bids for these jobs to his supervisor or the Human Resources Manager during the period specified.

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 therefor 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

(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.

(c) Employees hired as Meter Readers after November 1, 2012 shall be expected to qualify and promote to Meter Servicers within (24) twenty-four months of their hire date or their employment shall be terminated.

2.4 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 2.8 of this Article.

(d) Is absent from work due to layoff in excess of the times specified in Section 2.6 of this Article II.

(e) Is absent from work due to layoff in excess of the times specified. In cases of absences due to illness or disability such times may be extended by leaves of absences.

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

2.5

LAYOFF AND DISPLACEMENTS

(a) When a reduction in force is necessary, probationary employees in the affected job classification shall be laid off first. If it is necessary to reduce the number of regular employees in the affected job classification, employees with the least unit seniority

shall have the right to exercise unit seniority to a lower job classification provided there is an employee having less seniority in a lower classification, or accept a layoff.

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

(c) An employee who accepts a demotion 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.

(d) The Company shall give employees two (2) weeks' advance notice before being laid off, or in lieu thereof, eighty (80) hours pay at the employee's regular straight-time rate of pay.

2.6 SENIORITY AFTER LAYOFF

If a regular employee is laid off, he shall retain his seniority for a period of two (2) years or for a period equal to his length of service when such absence begins, whichever is less, unless he sustains a complete loss of seniority as provided elsewhere in this Agreement.

2.7 RECALL

In recalling laid off employees, they shall be returned to work according to unit seniority if they are available, able and qualified to return to work. If an employee who has been laid off fails to report within seven (7) calendar days after notice is sent by United States Certified 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.

2.8 EMPLOYEE LEAVING BARGAINING UNIT

When an employee moves 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 one hundred eighty (180) calendar days, to a bargaining unit classification without loss of seniority accumulated before and after such promotion or transfer.

Further, such employee may be returned by the Company to a bargaining unit classification at any time after one hundred eighty (180) calendar days without loss of seniority accumulated before such promotion or transfer.

This Section 2.8 is not applicable to employees temporarily performing a supervisory or other job not covered by this Agreement. During such temporary periods of assignment the employee remains in the bargaining unit, maintains all rights conferred by this Agreement and continues to accumulate seniority during the assignment.

An employee who moves from this bargaining unit to another bargaining unit represented by Local 978 shall continue to accumulate seniority in this bargaining unit. Such accumulated seniority can be used by the employee to displace a less senior employee in this bargaining unit, but only if the employee is subject to being laid off in the Local 978 bargaining unit.

2.9 PURPOSES 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.

2.10 DEFINITIONS

(a) PROMOTIONS shall be considered as a change from one job classification to a job classification carrying a higher maximum rate of pay in the same line of progression.

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

ARTICLE III
WORKING CONDITIONS

3.1 WORK SCHEDULES

Where schedules include Saturdays and/or 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. However, the provisions of this Section above shall not apply when the Company deems it necessary to invoke the Major Service Restoration.

3.2 OVERTIME PAY

An employee shall be paid double his regular straight-time rate of pay for hours worked on his second scheduled day off within the workweek 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 (1½) times his regular straight-time rate of pay.

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 or when the Company deems it necessary to invoke the Major Service Restoration provisions.

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.

(c) If overtime for which an employee is scheduled is canceled later than ten (10) hours prior to the scheduled overtime, the employee will be paid one (1) hour's pay at the applicable overtime rate.

3.3 SHIFT PREMIUMS

(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 7:00 a.m. and 3:00 p.m.

Second Shift - Where the majority of the scheduled hours worked are between 3:00 p.m. and 11:00 p.m.

Third Shift - Where the majority of the scheduled hours worked are between 11:00 p.m. and 7:00 a.m.

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

Shift premium will apply in connection with overtime worked by employees assigned to the Second or Third shift.

Employees regularly assigned to a First Shift who are temporarily assigned to a Second or Third Shift will be paid the premium applicable to the shift to which temporarily assigned.

3.4 SCHEDULE AND SHIFT MODIFICATION

For the purpose of clarification, the following definitions apply:

(a) "Schedule Change" shall mean a change in regular workdays of a workweek.

(b) "Shift Change" shall mean a change in hours within a workday which results in the majority of an employee's newly scheduled hours to be within a shift other than his previous scheduled shift (see Section 3.3(a) of this Article III for shift definitions).

Overtime assignments and the Company's decision to invoke the Major Service Restoration provision shall not constitute either a schedule change or a shift change.

If the Company desires to change an employee's schedule and/or shift, the following shall apply:

(1) If an employee has his shift and/or schedule changed with less than twenty-four (24) hours' notice before the beginning of the changed shift and/or schedule, he shall be paid one and one-half (1½) 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 his regular straight-time rate plus applicable shift premium for the remainder of the hours worked on such changed shift and/or schedule.

(2) 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.

(3) Notwithstanding Section 3.4 (b)(1) and (2) above, 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 (1½) times his regular straight-time rate including applicable shift premium for hours worked on the first day of such changed shift and/or schedule.

3.5 CALL OUT

(a) 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 that preceded his scheduled starting time.

Callout pay shall not apply in cases where an employee has not left the Company property.

(b) When employees are required to remain at a particular place on call during Sundays, holidays or 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.

3.6 OVERTIME WORK—OBLIGATION, DISTRIBUTION

To the extent that is reasonable and practicable to do so, the Company will endeavor to equitably distribute overtime assignments over reasonable periods of time. Overtime records, cumulated on a biweekly basis, will be posted as soon as practicable after the closing of the pay period.

If overtime is assigned to the wrong classification, the qualified employee in the proper classification who should have been assigned the overtime shall be provided make-up overtime equal to the number of hours of the missed assignment. In no event shall the remedy for a violation of this Section 3.6 (b) be paid for time not worked. However, the provisions of Section 3.6 (b) above shall not apply when the Company deems it necessary to invoke the Major Service Restoration provisions.

3.7 REST PERIOD

(a) 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.

(b) The provisions of Section 3.7 (a) above shall not apply when the Company deems it necessary to invoke the Major Service Restoration provisions.

(c) However, if the rest period under (a) above is interrupted by recall, a new rest period shall begin at the earlier time occurring under (a) or (b) above.

3.8 JOB SITE REPORTING

(a) When conditions require that an employee work at a distance from his regular headquarters, the Company shall provide transportation and pay for travel time both ways between headquarters and job locations.

(b) Notwithstanding Section 6.9 (A) above, an employee may be required to furnish his own transportation and travel on his own time when he is assigned to report to work at job locations which are within thirty (30) miles of his regular headquarters.

When an employee is assigned to work at job locations which are between thirty (30) and sixty (60) miles of his regular headquarters he may be required to travel on

his own time and will be paid Thirty-Four Dollars ($34) for furnishing his own transportation.

3.9 LODGING AND BOARD PER DIEM

When an employee is required to spend the night away from his regular headquarters, the Company shall either furnish a One Hundred Twenty Five Dollar ($125) "travel allotment" for lodging, meals and miscellaneous expenses or provide lodging while away and commencing with the evening meal on the first day the Company will furnish the following "per diem" for meals and miscellaneous expenses: Eighteen Dollars ($18.00) when the evening meal is to be provided, or; Eighteen Dollars ($18.00) per day when the breakfast and mid-shift meals are to be provided (i.e., the evening meal can be eaten at home), or; Twenty-Seven Dollars ($27.00) per day when the mid-shift and evening meals are to be provided (i.e., breakfast can be eaten at home), or; Thirty-Six Dollars ($36.00) per day if all meals are to be provided. The Company shall deduct from the applicable "per diem" the cost of any meals which it may provide. The Company will make a reasonable effort to find a suitable place for lodging when the travel allotment is furnished. Travel time between lodging and job locations shall not be considered as time worked except when the Company invokes the major service restoration provisions and work is performed outside the American Electric Power System. Such an employee may be required to remain away on his regular off days unless paid for all work done on those days, or all time spent during the normal working hours of such days, as the appropriate rate of pay.

3.10 MEAL ALLOWANCE

An employee will be entitled to a $13.00 meal allowance when he:

(a) works overtime for two (2) hours or more immediately before or after his regular shift, or

(b) is called out to work overtime without advance notice and such overtime is worked six (6) hours or more, or

(c) is called out to work overtime without advance notice and such overtime is worked into a normal meal time (i.e., 6:30 a.m. to 7:30 a.m., 12:00 noon to 1:00 p.m., and 5:30 p.m. to 6:30 p.m.), or

(d) is scheduled to work overtime outside of, but not immediately before or after, his regular shift and such overtime is worked more than ten (10) hours, or

(e) is called out to work overtime and is prevented from providing his own regular mid-shift meal, or

(f) works overtime continuously for six (6) hours or more after becoming entitled to an initial meal allowance under (1), (2), (3), or (4) above, and will be entitled to additional meal allowances for each subsequent six (6) hour interval of continuous overtime worked thereafter.

(g) Any time provided to eat a meal shall not be deemed time worked.

3.11 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.

The Company shall furnish the Union a copy of the Report of Injury or Illness of any accident affecting an employee covered by this Agreement and resulting in lost time.

The formulation and installation of safety rules is the responsibility of management and employees shall be required to observe such rules. The reasonableness of a safety rule is subject to the grievance and arbitration procedure.

The Company shall provide and maintain first aid equipment at all headquarters, in convenient locations, and in automotive equipment used by employees; and employees shall be instructed to observe all safety rules.

The Company shall furnish prescription safety eyeglasses (the style and type of which shall be determined by the Company) for employees whose duties, as determined by the Company, require eye protection and who have need for prescription lenses. The employee will pay for his eye examination and furnish the Company a copy of the prescription to be used.

3.12 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. Employees shall be allowed a reasonable length of time to return their tools and equipment to their proper place before their regular

quitting time. When employees are furnished with Company equipment, such as vehicles, lockers, desks, etc., the Company may inspect such at any time.

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.

Uniforms (the material and style of which shall be determined by the Company) shall be furnished to employees.

3.13 REPORTING OFF DUTY

Employees who are unable to report for work shall, if possible, notify their supervisors at least two (2) hours before their starting time of such inability to report to work. However, any employee who is unable to report for work is expected to notify his supervisor as soon as he knows of his inability to report to work.

ARTICLE IV
VACATIONS

4.1 For purposes of this Article IV, 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.

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

Service Requirement	Hours of Vacation
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 4.1 above shall be in accordance with the table in Section 4.2 (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.

4.2.1 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.

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

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

4.3.1 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.

4.3.2 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 IV.

4.4 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.

4.5 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 4.5 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.

4.6 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 4.2 (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 that that of a new employee hired on the same date.

4.7 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.

4.8 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.

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

4.10 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 Section 4.2.2, 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 V
HOLIDAYS

5.1 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 either:

(1) Pay such employee for eight (8) hours at his regular straight-time rate for such holiday, or

(2) Give such employee a day off on one of his currently scheduled days of work for that workweek and pay him for eight (8) hours at his regular straight-time rate for such day.

(c) 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.

(d) 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.

(e) 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.

5.2 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 (1½) times his regular straight-time rate of pay.

(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 9.3 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.

5.3 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) Requests for a Personal Day Off should be made at least one (1) week in advance of the day to be observed, unless extenuating circumstances prevent the asking for the day in such advance time, and the day for observing such Personal Day Off must be approved by the employee's immediate supervisor.

(b) 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 they were received.

(c) 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 workday 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.

(d) 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 or the employee may request to reschedule the holiday to another day prior to December 31.

(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 (1½) 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.

ARTICLE VI
WAGES

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

6.2 TEMPORARY WORK ASSIGNMENTS

If an employee is temporarily assigned to a job of higher rate for one (1) hour or more, either within or outside of his department, he shall receive the higher rate for the actual hours worked in the higher rated job.

If temporary assignments cover a full day before and a full day after a holiday, any pay for the holiday not worked shall be based upon the straight-time hourly rate for time worked on the scheduled day preceding the holiday.

6.3 RATE OF PAY FOR NEW OR CHANGED JOB CLASSIFICATIONS

If new job classifications are created or if the duties of any job classification 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.

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.

ARTICLE VII
WAIVER OF BARGAINING

It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements, understandings, customs and practices, oral or written, expressed or implied, and this Agreement incorporates their full and complete understandings 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.

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 CBA 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:	FOR THE UNION:
Kentucky Power Company	Local Union 978, International Brotherhood of Electrical Workers Pikeville FRO Bargaining Unit
Labor Relations Manager	Business Manager

INDEX
PIKEVILLE
FIELD REVENUE OPERATIONS
BARGAINING UNIT

SUBJECT	PAGE
Call Out	14
Demotion	10
Dues Deduction	4
Employees	2
Grievance Committee	4
Holidays - Pay If Not Worked	25
Holidays - Pay If Worked	26
Holidays - Personal Day Off	26
Holidays - During Vacation	24
Job Posting	6
Layoff and Displacements	7
Layoff Allowance	8
Legacy of Knowledge	2
Meal Allowance	17
Meals and lodging, Per Diems	17
Overtime Distribution	15
Overtime Obligation	15
Overtime Pay	11
Promotion	10
Recall	8
Report for Work	20
Report for Work at Job Site	16
Rest Period	15

INDEX
PIKEVILLE
FIELD REVENUE OPERATIONS
BARGAINING UNIT

SUBJECT **PAGE**

Safety 18
Safety Glasses 19
Schedule Change 13
Seniority, after Layoff 8
Seniority, Definition of Types 5
Seniority, Loss Of 7
Seniority, Upon Leaving Bargaining Unit 9
Shift Change 13
Shift Premium 12
Step-Up 28

Tools and Equipment 19
Travel Time 17

Union Access to Company Property 3
Unit Defined 2

Vacation - Advance Pay 23
Vacation - Choice of Period 23
Vacation - Entitlement 21
Vacation - Retirement, Termination or Layoff 22

Wages - Pay for Temporary Assignment 28
Wages - Rate for New or Changed Jobs 28
Wages - Working Sixteen Consecutive Hours and Continues to Work 11
Work - Away from Headquarters 16
Work Schedules 11

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_38 Provide the information requested in Schedule J for budgeted and actual numbers of full- and part-time employees, regular wages, overtime wages, and total wages by employee group, by month, for the three most recent calendar years, the test year. Explain any variance exceeding 5 percent.

RESPONSE

Please see KPCO_R_KPSC_1_38_Attachment1 for the requested information.

2023 vs. 2022 Variances
The variances in Total Payroll expense for Regular $ and Total $ were primarily due to increased wages for distribution line jobs that were implemented in October 2022 in response to rapidly increasing wages for these positions and increased overtime hours in Power Production.

2024 vs. 2023 Variances
The variances in Total Overtime Hours and Overtime $ were primarily due to increased overtime in Distribution, particularly in October 2023, as well as higher overtime in Power Production.

Rolling 12 months through May 2025 vs. 2024 Variances
The variances in Total Overtime Hours and Overtime $ were primarily due to increased overtime in Distribution during the first 5 months of 2025.

Witness: Andrew R. Carlin

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_39 For each employee group, state the amount, percentage increase, and effective dates for general wage increases and, separately, for merit increases granted or to be granted in the past two calendar years and the test year.

RESPONSE

Please see KPCO_R_KPSC_1_39_Attachment1 for the requested information.

Witness: Andrew R. Carlin

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_40 For the base period and three most recent calendar years, provide a schedule reflecting the job title, duties and responsibilities of each executive officer, the number of employees who report to each officer, and to whom each officer reports, and the percentage annual increase and the effective date of each increase. For employees elected to executive officer status since the test year in Kentucky Power's most recent rate case, provide the salaries for the persons they replaced.

RESPONSE

Based on clarification from Commission Staff on August 15, 2025, the Company understands this question to be seeking the requested information as it pertains to the Company's test year (12 months ended May 2025).

Kentucky Power is not required to have executive officers and has not classified any Kentucky Power officers as executive officers of Kentucky Power. Therefore, the Company interprets this request as pertaining to American Electric Power (AEP) Executive Officers, as defined under section 16 of the Securities Act, plus the those holding the position of President and COO of Kentucky Power, who likely would be Executive Officers of Kentucky Power if there were any such officers.

Please see KPCO_R_KPSC_1_40_ConfidentialAttachment1 for the requested information regarding the officers described above.

Witness: Andrew R. Carlin

KPCO_R_KPSC_1_40_ConfidentialAttachment1 has been redacted in its entirety.

DATA REQUEST

KPSC 1_41 Provide, in the format provided in Schedule K, the following information for Kentucky Power's compensation and benefits, for the three most recent calendar years and the test year. Provide the information individually for each corporate officer and by category for Directors, Managers, Supervisors, Exempt, Non-Exempt, Union, and Non- Union Hourly. Provide the amounts, in gross dollars, separately for total company operations and jurisdictional operations.

a. Regular salary or wages.

b. Overtime pay.

c. Excess vacation payout.

d. Standby/Dispatch pay.

e. Bonus and incentive pay.

f. Any other forms of incentives, including stock options or forms of deferred compensation (specify).

g. Other amounts paid and reported on the employees' W-2 (specify).

h. Healthcare benefit cost.

(1) Amount paid by Kentucky Power.

(2) Amount paid by the employee.

i. Dental benefits cost.

(1) Amount paid by Kentucky Power.

(2) Amount paid by the employee.

j. Vision benefits cost.

(1) Amount paid by Kentucky Power.

(2) Amount paid by the employee.

k. Life insurance cost.

(1) Amount paid by Kentucky Power.

(2) Amount paid by the employee.

l. Accidental death and disability benefits.

(1) Amount paid by Kentucky Power.

(2) Amount paid by the employee.

m. Defined Benefit Retirement cost.

(1) Amount paid by Kentucky Power.

(2) Amount paid by the employee.

n. Defined Contribution – 401(k) or similar plan cost. Provide the amount paid by Kentucky Power.

o. Cost of any other benefit available to an employee, including fringe benefits (specify).

RESPONSE

Please see KPCO_R_KPSC_1_41_ConfidentialAttachment1.

Witness: Andrew R. Carlin

KPCO_R_KPSC_1_41_ConfidentialAttachment1 has been redacted in its entirety.

DATA REQUEST

KPSC 1_42 For each benefit listed in Item 41 above for which an employee is required to pay part of the cost, provide a detailed explanation as to how the employee contribution rate was determined.

RESPONSE

- Healthcare:eEmployee contributions are set using a defined contribution approach. Contributions for the HRA plan are calculated as 23.9% of the full cost rate for employee with additional 5% for the dependent portion of the cost. The AEP subsidy is calculated as the difference between the employe HRA full cost rates and the employee contributions. This creates AEP subsidy dollar amounts that were applied to the HSA Plus and HSA Basic Plans. The table below shows the subsidy amount by coverage tier for 2025.

EE Only	EE + Spouse	EE + Child(ren)	EE + Family
$592.09	$1,338.89	$1,145.28	$1,892.08

  - The pre-tax monthly cost for active part-time employees is two and one-half (2.5) times the monthly cost for active full-time employees.
  - Spousal Surcharge: Active employees covering a spouse or domestic partner with access to medical coverage through their employer are assessed a surcharge of $50.00 per month.
  - Tobacco Surcharge: A $50.00 per month tobacco surcharge applies to employees and spouses, or domestic partners, enrolled in AEP medical coverage who indicate they use tobacco or nicotine products.
- Dental: Employee contributions are calculated as 40% of the full cost rate for employee coverage and 45% for dependent coverage.
- Vision: Employees pay the full cost of coverage.
- Life insurance: AEP pays the full cost of employee basic life coverage and employees pay the full cost of any supplemental coverage elected.
- Accidental death and dismemberment (AD&D): AEP pays the full cost of employee basic AD&D coverage and employees pay the full cost of any supplemental coverage elected.
- Defined Benefit Pension/Retirement (ERISA qualified and non-qualified plans): AEP pays the full cost after the investment return on the qualified pension trust for the defined benefit plans.

- 401(k) (ERISA qualified and non-qualified plans): AEP provides a Company matching contribution of 100% on the first 1% and 70% on the next 5% of eligible compensation (base pay plus STI) employees contribute.

Witness: Andrew R. Carlin

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_43 Provide a listing of all health care plan categories, dental plan categories, and vision plan categories available to corporate officers individually and to groups defined as Directors, Managers, Supervisors, Exempt, Non-Exempt, Union, and Non- Union Hourly employees (e.g., single, family, etc.). Include the associated employee contribution rates and employer contribution rates of the total premium cost for each category, and each plan's deductible(s) amounts.

RESPONSE

The Company does not differentiate rates for the requested types of benefits by level or type of employee. The Company has negotiated benefits participation into all its collective bargaining agreements, which provides union represented employees with access to the same benefits at the same rates as other AEP employees. Please see the KPCO_R_KPSC_1_43_Attachment1 for the employer and employee contribution rates.

Witness: Andrew R. Carlin

Medical, Dental & Vision Plans

January 1, 2025 - December 31, 2025

ELIGIBLE PARTICIPANTS

All full-time (scheduled to work an average of 40 hours per week) employees and their eligible dependents are eligible to participate. Part-time employees may also participate but have a higher employee contribution.

PARTICIPANT MEDICAL CONTRIBUTIONS

The pre-tax monthly cost to active full-time employees is calculated based on a percentage of the total cost of coverage. The pre-tax monthly costs to active part-time employees are two and one-half times the monthly costs of active full-time employees.

MEDICAL PLAN SURCHARGES

Spousal Surcharge

Effective January 1, 2014, if an active employee covers his/her spouse/domestic partner on AEP's medical plan, and that spouse/domestic partner has access to medical coverage through his/her employer, the employee will be assessed a surcharge of $50.00 per month.

Tobacco Surcharge

Effective January 1, 2021, a $50.00 per month tobacco surcharge applies to spouses or domestic partners enrolled in AEP medical coverage who indicate they use tobacco or nicotine products. This works in conjunction with the rule that was effective January 1, 2015, for employees who use tobacco and nicotine products will have a surcharge, in the amount of $50.00 per month, assessed when they elect coverage under AEP's medical plan.

Medical Plan

	HRA	HSA Plus	HSA Basic
In-Network Annual Deductible	Participant only: $1,500 Participant + spouse or domestic partner: $2,250 Participant + child(ren): $2,250 Participant + family: $3,000	Participant only: $2,000 Participant + spouse or domestic partner: $3,300 Participant + child(ren): $3,300 Participant + family: $4,000	Participant only: $3,300 Participant + spouse or domestic partner or child: $6,000 Participant + child(ren): $9,000 Participant + family: $9,000
Out-of-Network Annual Deductible	Participant only: $1,500 Participant + spouse or domestic partner: $2,250 Participant + child(ren): $2,250 Participant + family: $3,000	Participant only: $3,000 Participant + spouse or domestic partner: $4,500 Participant + child(ren): $4,500 Participant + family: $6,000	Participant only: $4,000 Participant + spouse or domestic partner or child: $8,000 Participant + child(ren): $12,000 Participant + family: $12,000

January 1, 2025– December 31, 2025

Dental Plan

	Dental PPO	Dental DMO
Annual Deductible	$50 / person	N/A

VISION PLAN

AEP offers comprehensive employee paid vision coverage for eye care and vision correction. AEP's Comprehensive Vision Plan provides coverage through the Fidelity Security Life Insurance Company for eye exams, contacts (including disposable contacts) and eyeglass lenses and frames. It also offers discounts on special features, such as scratch-resistant lenses, laser eye surgery and more.

MEDICAL, DENTAL & VISION CONTRIBUTION RATES

Full Plan Monthly Rates - Active Employees				
2025	**EE Only**	**EE + Spouse**	**EE + Child(ren)**	**EE + Family**
HRA	$778.04	$1,828.40	$1,556.09	$2,606.44
HSA Plus	$698.89	$1,642.38	$1,397.77	$2,341.27
HSA Basic	$632.43	$1,486.22	$1,264.87	$2,118.65
Dental PPO	$31.37	$62.74	$92.55	$123.92
Dental DMO	$23.43	$46.89	$52.73	$76.17

Full-time Active Employee Contributions				
2025	**EE Only**	**EE + Spouse**	**EE + Child(ren)**	**EE + Family**
HRA	$185.95	$489.51	$410.81	$714.36
HSA Plus	$106.80	$303.49	$252.49	$449.19
HSA Basic	$40.34	$147.33	$119.59	$226.57
Dental PPO	$12.55	$26.75	$40.08	$54.20
Dental DMO	$9.37	$19.93	$22.56	$33.11
Vision	$6.82	$12.93	$13.61	$20.41

Full-time Active Employer Subsidy				
2025	**EE Only**	**EE + Spouse**	**EE + Child(ren)**	**EE + Family**
HRA	$592.09	$1,338.89	$1,145.28	$1,892.08
HSA Plus	$592.09	$1,338.89	$1,145.28	$1,892.08
HSA Basic	$592.09	$1,338.89	$1,145.28	$1,892.08
Dental PPO	$18.82	$35.99	$52.47	$69.72
Dental DMO	$14.06	$26.96	$30.17	$43.07

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_44 Provide each medical insurance policy that Kentucky Power currently maintains.

RESPONSE

The Company's medical plan is a self-funded group health plan, and the claims administration is provided through a Claims Administrator. The Plan is not insured.

The Company is interpreting this question as a request for the Company's contracts with its medical plan vendors. Please see KPCO_R_KPSC_1_44_ConfidentialAttachment1 for these contracts.

Witness: Andrew R. Carlin

KPCO_R_KPSC_1_44_ConfidentialAttachment1 has been redacted in its entirety.

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_45 Provide a listing of all life insurance plan categories available to corporate officers individually and to groups defined as Directors, Managers, Supervisors, Exempt, Non-Exempt, Union, and Non-Union Hourly employees. Include the associated employee contribution rates and employer contribution rates of the total premium cost for each plan category.

RESPONSE

Please see KPCO_R_KPSC_1_45_Attachment1. Corporate officers receive the life insurance coverage described for employees in grades 15 and above.

Witness: Andrew R. Carlin

BENEFIT PLAN DESIGN AND EMPLOYEE COST SUMMARY GRIDS

January 1, 2025 - December 31, 2025

LIFE INSURANCE PLAN

The company provides full-time employees two times their base annual pay in life insurance at no cost to employees hired before January 1, 2020. Employees hired after December 31, 2019 receive one times base annual pay. Most employees can purchase up to eight times their base pay in supplemental coverage. The total amount of combined coverage for most employees cannot exceed $1 million.

Eligible Group	Basic Life Insurance (100% employer paid)	Supplemental Life Insurance (100% employee paid)	Guaranteed Issue Amount	Maximum Coverage with Evidence of Insurability
All full-time non-exempt employees and salaried employees in grades 11 and below	2x for employees hired before January 1, 2020 1x for employees hired after December 31, 2019	1x – 8x annual base salary	$800,000 combined basic life and supplemental life	$1,000,000 combined basic life and supplemental life
Full-time salaried employees in grades 12 – 14	2x for employees hired before January 1, 2020 1x for employees hired after December 31, 2019	1x – 8x annual base salary	$1,000,000 combined basic life and supplemental life	$2,000,000 combined basic life and supplemental life
Full-time salaried employees in grades 15 and up	2x for employees hired before January 1, 2020 1x for employees hired after December 31, 2019	1x – 8x annual base salary	The lesser of 5x annual base salary or $1,000,000 combined basic life and supplemental life	Basic life insurance: $3,000,000 Supplemental life: $5,000,000 when combined with basic life
Employer Contributions for full-time non-exempt employees and salaried employees in grades 14 and below	$0.156 / $1,000 / month	N/A – Supplemental Life is 100% employee paid	N/A	N/A
Employer Contributions for full-time employees in grades 15 and above	$0.204 / $1,000 / month	N/A – Supplemental Life is 100% employee paid	N/A	N/A

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_46 Provide a listing of all retirement plans available to corporate officers individually and to groups defined as Directors, Managers, Supervisors, Exempt, Non- Exempt, Union, and Non-Union Hourly employees. Include the associated employee contribution rates, if any, and employer contribution rates of the total cost for each plan category.

RESPONSE

Please see KPCO_R_KPSC_1_46_Attachment1 for descriptions of the available pension and retirement savings plans. Participation in the supplemental (ERISA non-qualified) pension and retirement savings plans is extended to all employees with potential eligible earnings but eligible employees must elect to defer eligible compensation to the Supplemental Retirement Savings Plan (SRSP) in order to participate.

The Company pays the full cost for the defined benefit pension plans.

The Company provides matching contributions of 100% on the first 1% and 70% on the next 5% of eligible compensation (base pay plus STI) that employees contribute to either the qualified or supplemental (ERISA non-qualified) retirement savings plans. Employee contributions are generally limited to 50% of eligible compensation, further subject to IRS limits for the ERISA qualified retirement savings plan.

The Company also maintains unsubsidized ERISA non-qualified compensation deferral plans that provide post-retirement benefits: the Incentive Compensation Deferred Plan (ICDP) and the Stock Ownership Requirement Plan (SORP). Eligibility is extended to all employees who have potential eligible earnings ICDP earnings, but to participate, such employees must elect to defer eligible compensation, to the extent they receive any. Eligibility is also extended to all employees who have potentially eligible SORP compensation, but eligible compensation is automatically deferred to this plan to the extent executives have not met their minimum stock ownership requirement.

In all cases, the same retirement and compensation deferral plans are available to employees of every type and group provided such employees have potentially eligible compensation for such plans.

Witness: Andrew R. Carlin

BENEFIT PLAN DESIGN AND EMPLOYEE COST SUMMARY GRIDS

AEP System Retirement Savings Plan (Qualified 401k Plan)

The AEP System Retirement Savings Plan is a 401(k) savings plan that gives employees the opportunity to save through payroll deductions on a pre-tax and after-tax basis. Generally, employees can contribute from 1% to 50% of their eligible compensation on a pre-tax basis, after-tax basis, including Roth 401(k) after-tax, or in a combination of any of the contribution options, up to the limits established by the IRS. The Company adds 100% to their account for every dollar they contribute up to the first 1% and 70% for every dollar they contribute up to the next 5% each pay period. All contribution sources are eligible for the match, but the 6% limit is applied to the total amount contributed each pay period. Employees can invest in any combination of the investment options available and/or the self- directed brokerage account to design their own diversified portfolio. Employees are immediately 100% vested in the value of their contributions and AEP contributions.

Supplemental Retirement Savings Plan (Nonqualified Retiremeent Savings Plan)

This plan allows eligible participants to save on a pre-tax basis and to continue to receive Company matching contributions beyond the limits imposed by the Internal Revenue Code on qualified plans of this type. Participants can defer up to 50 percent of their base salary and annual incentive award in excess of the IRS eligible compensation limit for qualified plans. The Company matches 100 percent of the participant's contributions up to 1 percent of eligible compensation and 70 percent of the participant's contributions from the next 5 percent of eligible compensation for a total Company match of up to 4.5% of eligible compensation (same rate as 401k described above). Participants may not withdraw any amount credited to their account until their termination of employment with AEP. Participants may elect a distribution of their account as a lump-sum or annual installment payments over a period of up to 10 years. Participants may delay the commencement of distributions for up to five years from the date of their termination of employment. Participants may direct the investment of their plan account among the core investment options that are available to all employees in the qualified AEP System Retirement Savings Plan and one additional option that provides interest at a rate reset effective each January 1 at 120 percent of the applicable federal long-term rate with monthly compounding for the immediately preceding December. There are not any above-market or preferential earnings with respect to the Supplemental Retirement Savings Plan's investment options.

AEP System Retirement Plan (Qualified Pension Plan)

The plan provides a cash balance benefit. The balance grows through two annual credits: an interest credit and an annual employer company credit which is a percentage of a participant's pay, based on age and service. Employees are eligible to participate after completing one year of service with AEP. Employees are automatically enrolled in the AEP System Retirement Plan once eligible. Participants are 100% vested in their accrued benefit after three years of service. Participants of the AEP System Retirement Plan who were employed by the Company on 12/31/2000 and participants of the Central and South West Retirement Plan who were age 50 or older with at least 10 years of service as of June 30, 1997, are grandfathered in each plan's prior pension formula. On December 31, 2010, the final average pay benefit payable at the Grandfathered AEP Participant's normal retirement age was frozen, meaning that their final average pay formula benefit is not affected by the participant's service or compensation subsequent to this date. Grandfathered participants receive the higher benefit from the prior formulas provided by the plans or the newer cash balance formula.

AEP Excess Benefit Plan aka. AEP Supplemental Benefit Plan (Nonqualified Pension Plan)

The AEP Supplemental Benefit Plan is a nonqualified defined benefit pension plan. It generally provides eligible participants with benefits that are in excess of those provided under the AEP Retirement Plan (without regard to the provisions included as the result of the merger of the CSW Retirement Plan into the AEP Retirement Plan) as determined upon the participant's termination of employment. These excess benefits are calculated under the terms of the AEP Retirement Plan described above with the following modifications: (i) annual incentive pay was taken into account for purposes of the frozen final average pay formula; and (ii) the limitations imposed by the Internal Revenue Code on annual compensation and annual benefits are disregarded. Participants do not become vested in their AEP Supplemental Plan benefit until they become vested in their AEP Retirement Plan benefit or upon a change in control.

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_47 Concerning employee fringe benefits:
a. Provide a detailed list of all fringe benefits available to Kentucky Power's employees. Indicate any fringe benefits that are limited to management employees.
b. Provide comparative cost information for the 12 months preceding the test year and the test year. Explain any changes in fringe benefits occurring over this 24-month period.

RESPONSE

a. The Company interprets the term 'fringe benefits' to mean employee benefits and perquisites, as opposed to compensation, other than those employee benefits available to all or nearly all regular fulltime employees. The Company provided the following 'fringe benefits' during the test year:

- Independent financial counseling and tax preparation services (limited to executives and Sr. management)
- Change in control and executive severance agreements for which there is no cost unless and until the benefits are triggered (limited to certain Sr. Executive positions).
- Executives may also receive other types of additional 'fringe' benefits and perquisites for which there is no incremental cost to the Company.
    - The HR Committee of AEP's Board of Directors generally prohibits personal use of corporate aircraft that incurs an incremental cost to the Company. However, the Company allows personal and spousal travel on business trips using corporate aircraft if there is no incremental cost to the Company. Income is imputed and taxes are withheld on the value of such personal travel on corporate aircraft in accordance with IRS guidelines but there is no incremental cost of such trips to the Company because the aircraft was making the trip for business purposes, irrespective of the personal travel, and seats on the aircraft were available.
    - Executives and other employees may also have the occasional personal use of event tickets when such tickets are not being used for business purposes, however, there is no incremental cost to the Company related to the personal use of these tickets.

b. Please see KPCO_R_KPSC_1_47_Attachment1.

Witness: Andrew R. Carlin

DATA REQUEST

KPSC 1_48 State whether Kentucky Power, through an outside consultant or otherwise, performed a study or survey to compare its wages, salaries, benefits, and other compensation to those of other utilities in the region, or to other local or regional enterprises.
a. If comparisons were performed, provide the results of the study or survey, including all workpapers and discuss the results of such comparisons. State whether any adjustments to wages, salaries, benefits, and other compensation in the rate application are consistent with the results of such comparisons.
b. If comparisons were not performed, explain why such comparisons were not performed.

RESPONSE

a. Yes, AEP's Total Rewards team, a department of AEP Human Resources, frequently compares compensation and benefits to those of other utilities in the region and nationally as described below. Market compensation comparisons are performed at least annually for all AEP positions as a whole, inclusive of Kentucky Power positions. Market compensation comparisons for Kentucky Power in isolation are performed for each rate case. Please see Exhibits ARC-2 through ARC-5 of the Direct Testimony of Company witness Andrew R. Carlin for Kentucky Power specific compensation comparisons and Confidential Exhibit ARC-10 for Benefits comparisons.

Compensation comparisons are also made for individual or a small group of positions whenever:

1. new positions are created;
2. a compensation review is requested by AEP management, or
3. when the HR department initiates a review because of rapidly changing market wages or recruiting and retention difficulties.

These comparisons lead to discussions with AEP management, but do not result in written reports. Compensation comparisons are made to other utilities for utility specific jobs and to general industry companies for non-utility industry specific jobs. Benefits comparisons are made to other utilities of similar size to AEP. Compensation comparisons are made to national, regional and, less frequently, local survey information, when available, but national survey data is the best comparison in this circumstance for the following reasons:

- National survey data provides the largest sample and most robust comparisons possible.
- Kentucky and more local survey data generally does not exist for the Companies' positions due to an insufficient sample size.
- The regions available in the Companies' compensation surveys are too broadly defined to provide helpful survey comparisons for the Company or other AEP jurisdictions.
- The Company and its labor unions negotiated line mechanic training and certification to a national standard, which these employes prime candidates for such jobs in other jurisdictions. Paying below national market competitive compensation would make attraction and retention particularly difficult, if not problematic, and would likely result in increased total costs for customers due to increased hiring and training expense.
- The Company and its labor unions have negotiated standardized wage rates for all journey level hourly positions across the AEP system, which best compares to national survey information.
- The Company's transmission and distribution workers are called upon from time to time to travel for storm restoration mutual assistance to other AEP and non-AEP jurisdictions. Working side by side with line mechanics from other jurisdictions brings any pay disparities to the forefront. This leads to the perception that employees in lower paid jurisdictions are being treated unfairly, causes other employee relations issues and has a significant negative effect on the attraction and retention of such workers.
- Creating state or local compensation rates would exponentially increase the number of such rates that would need to be maintained, which would add cost and administrative burden.

For salaried positions, compensation comparisons lead to the assignment of each position to a salary grade with a salary range. However, local management hires employees for salaried positions at any rate within that range and within their budget at which they are able to obtain a suitable candidate and, for multiple incumbent positions, is consistent with internal equity. Both the local labor market and internal equity reflect the local labor market and, as a result, the salaries for the Company’s position continue to reflect local labor market conditions for positions.

b. Not applicable.

Witness: Andrew R. Carlin

DATA REQUEST

KPSC 1_49 Regarding Kentucky Power's employee compensation policy:
a. Provide Kentucky Power's written compensation policy as approved by the board of directors.
b. Provide a narrative description of the compensation policy, including the reasons for establishing the policy and Kentucky Power's objectives for the policy.
c. Explain whether the compensation policy was developed with the assistance of an outside consultant. If the compensation policy was developed or reviewed by a consultant, provide any study or report provided by the consultant.
d. Explain when Kentucky Power's compensation policy was last reviewed or given consideration by the board of directors.
e. Explain whether Kentucky Power 's expenses for wages, salaries, benefits, and other compensation included in the test period and any adjustments to the test year, are compliant with the board of director's compensation policy.

RESPONSE

a. Neither Kentucky Power nor AEP have a written policy that has been approved by the board of directors that covers all types of compensation. AEP does have principles and policies governing incentive compensation that have been approved by the Board of Directors. Please refer to KPCO_R_KPSC_1_49_Attachment1 for this policy. The HR Committee of AEP's board of directors also reviews and approves all compensation for AEP's executive officers and annually assesses compensation risk, among other steps it takes in overseeing AEP's compensation.

b. Neither Kentucky Power nor AEP have a compensation policy as discussed in subpart (a) above. The reason and objectives for adoption of the principles and policies governing incentive compensation is to establish principles and limits for AEP's incentive compensation programs for corporate governance purposes.

c. AEP's Incentive Compensation Guiding Principles and Policies were not developed with the assistance of an outside consultant. However, they are reviewed annually by the HR Committee of AEP's board of directors and its outside compensation consultant in the normal course of business, but the compensation consultant has not been asked to provide a study, report or opinion with respect to this policy.

d. This policy was last reviewed by the HR Committee of the Board of Directors in April 2024.

e. All Kentucky Power compensation expense in the test year, including any applicable adjustments, is compliant with the afore mentioned compensation policies to the extent such policies exist that are applicable to such compensation.

Witness: Andrew R. Carlin

AEP Incentive Compensation
Guiding Principles and Policies
Revised as of April 2024

Compensation Governance - American Electric Power Company, Inc. (AEP) and the Human Resources Committee of AEP's Board of Directors (HR Committee) has established the following incentive compensation standards for the Company and its subsidiaries. These standards are reviewed at least annually and adjusted as needed.

Approvals and Exceptions- The approval of the CEO and, as necessary or appropriate, the HR Committee is required for any substantial exceptions to these standards. The approval of the Director of Compensation & Executive Benefits, Managing Director Total Rewards, VP HR or EVP & Chief HR Officer is required for all other exceptions to these standards. The Chair of the HR Committee is responsible for determining which exceptions require full HR Committee review and approval in accordance with the HR Committee Charter as part of the agenda setting process for the HR Committee. The EVP & Chief HR Officer and the Director Compensation & Executive Benefits are responsible for reviewing exceptions to these standards that may require HR Committee approval with the Chair of the HR Committee so that the Chair of the HR Committee has sufficient information to set its agenda.

All compensation commitments and payments that exceed $250,000 and that are granted outside a previously approved plan or program require notification to the HR Committee Chair. Examples of such commitments and payments include signing bonuses, retention awards and buy-outs of prior employer compensation and benefits.

Incentive Award Opportunity - Standard target and maximum annual incentive award opportunity levels have been established by the HR Committee as shown in the tables below. These standard target and maximum award levels are periodically reviewed and adjusted as needed to reflect market competitive compensation levels; AEP's compensation strategy and desired compensation mix; and AEP's financial situation, among other factors.

All individual incentive compensation awards in excess of the maximum award opportunity (defined below) require the approval of an executive council member unless the HR Committee has previously approved higher maximum award opportunities for the plan or executive in question. The maximum award levels do not necessarily represent potential or possible outcomes of any plan or performance measure.

Grade Structure		
Category	**Sub-Category or Grade**	**Target Award %***
All Unrepresented Employees in SP20 Salary Plan Positions	1	5%
	2	5%
	3	5%
	4	6%
	5	8%
	6	9%
	7	10%
	8	10%
	9	15%
	10	20%
	11	25%
	12	30%
	13	35%
	14	40%
	15	45%
	16	50%
	17	Varies
	18	Varies
	19	Varies
	20 (CEO)	Varies
Union Represented Employees	All Job Classifications for which Base Rates Are Specified on a Wage Schedule	3%
	All Job Classifications that Participate in the Merit Plan	3% Less Than the Applicable SP20 Grade Shown Above
Unrepresented Employees	All Job Classifications for which Base Rates Are Specified on a Wage Schedule, Except salary plan N024 in Texas and Nuclear (salary plan N006)	3%

Grade Structure		
Category	**Sub-Category or Grade**	**Target Award %***
Unrepresented Employees in Texas on salary plans CPWT and N024 and Nuclear Employees on salary plan N006	All Wage Schedule Job Classifications on salary plan N024 and N006 and Journey-Level Job Classifications in Texas that Participate in the CPWT Merit Plan	5%
*As a percent of eligible earnings		

Performance Measure Design - Performance metrics shall be established at levels that foster the sustained achievement of business objectives that balance the interests of all stakeholders, including shareholders, customers, employees, and the communities we serve. As general guidelines, performance metrics should:

- Provide stretch but achievable goals
- Be aligned with the Company's business plan so that target awards are provided only when performance is at or better than the business plan or budget, if applicable
- Allow for adjustment to reflect changing business needs
- Generally, have a probability of below threshold or above maximum performance that is no greater than ~10%-15% for any single performance measure and no higher than ~5%-10% for all performance measures combined, in a normal year using external comparisons whenever possible.

A 2.0 cap shall apply to all performance objectives unless the value-sharing proposition of any uncapped performance objective is reviewed and approved by the CEO and, as necessary or appropriate, the HR Committee.

Performance Measures – Funding of all annual incentive plans will be based on AEP's Operating Earnings per Share and other measures established by the HR Committee.

All annual incentive plans shall include a discretionary Operating Unit Performance Factor, which the Plan Compensation Committee (defined below) may use to adjust the overall score to the extent that it determines that such score is not indicative of the group's overall performance or economic situation.

Annual incentive awards for all employees classified in the SP20 salary plan shall be discretionarily determined based on management's assessment of each participant's performance for the plan year and other appropriate and legal business considerations.

Generally, at least 25% of the total target award for each incentive plan or group should be based on quantitative financial objectives.

Board Policy on Recouping Incentive Compensation - All incentive compensation plans shall incorporate the following Board Policy on Recouping Incentive Compensation.

This policy applies to all executive officers of the Company as well as all other employees of the Company or any of its subsidiaries at salary grade 15 or equivalent and higher, regulated operating company presidents and officer direct reports to the Company's Chief Executive Officer (collectively, the "Covered Employees").

This policy relates to incentive compensation paid or payable to such Covered Employees, whether under this Plan, the Company's Long Term Incentive Plan or otherwise.

The Board of Directors believes, subject to the exercise of its discretion based on the facts and circumstances of a particular case, that incentive compensation provided by the Company should be reimbursed to the Company if, in the Board's determination:
(A)

- You are a Covered Employee as defined in the Recoupment Policy, and
- The incentive compensation or any compensation resulting from it was predicated upon the achievement of financial or other results that were subsequently materially restated or corrected, and
- A payment that is materially lower would have been made to you had achievement been calculated based upon the restated or corrected financial or other results;

or

(B)

- You are a Covered Executive Officer (as defined in the Recoupment Policy), and
- You have Received Erroneously Awarded Compensation in a manner described under the Recoupment Policy.

Therefore, this Plan, hereby, requires Covered Employees to reimburse the Company, if and to the extent that, in the Board's view, either of the above conditions have been met and such reimbursement is warranted by the facts and circumstances of the particular case or if the applicable legal requirements impose more stringent requirements on the Company to obtain reimbursement of such compensation. The Company also may retain any deferred compensation credited to a Covered Employee, including earnings thereon, if, when and to the extent that it otherwise would become payable.

This right to reimbursement is in addition to, and not in substitution for, any and all other rights the Company might have to pursue reimbursement or such other remedies against a Covered Employee in the course of employment by the Company or otherwise based on applicable legal considerations, all of which are expressly retained by AEP.

Incentive Plan Design Standards - All AEP incentive plans shall be documented in writing and shall include the signature of a member of the Executive Leadership Team showing the plan's approval unless the plan has been approved by the HR Committee.

All annual incentive plans shall be administered by the HR Committee with respect to executives in the HR Committee Review Group and a Plan Compensation Committee that generally consists of AEP's CEO, CFO, General Counsel and Chief Human Resources Officer

with respect to all other participants. The applicable Committee shall have authority to modify or terminate the plan at any time for any reason the Committee deems appropriate, including the ability to adjust, modify, substitute, or eliminate performance measures and their weights at any time. This allows for the adjustment of performance measures and results that are inconsistent with or detrimental to the underlying performance or economics of a business unit or AEP as a whole. The applicable Committee shall also have the discretion to determine plan participation, add or delete participants, and adjust a participant's award payout.

Plan eligibility shall generally be limited to full-time and regular part-time active employees of the business unit or function.

Employment At Will - Participation in an incentive plan does not confer a right to continued employment.

Continued Participation - Participation in one or more years does not confer the right to participate or to receive an award in any subsequent year.

Standard Eligible Earnings Definition - Base and overtime earnings for the plan year (not base rate at year-end) are used to calculate annual incentive compensation opportunities. Base earnings generally include paid time off, such as vacation, PDOs, bereavement, sick leave, jury duty, etc.

Standard Termination of Employment Provisions – Employees who voluntarily resign prior to the award payment date are ineligible for an award.

Participants are ineligible for an award if they separate from service with AEP during the Plan Year as part of a voluntary or involuntary severance program or a layoff as defined under a collective bargaining agreement, the employee handbook or a supplemental handbook and they are not rehired during the Plan Year. Severed employees are ineligible for an award even if, in connection with their severance, they are (a) placed on a Leave of Absence or (b) offered but fail to meet the qualifications to be paid a severance benefit (e.g., if they would fail to timely sign and return, a Severance and Release of All Claims Agreement). In the event a severed employee is rehired during the Plan Year, such Participant is eligible for an award only to the extent of their earnings for the period after they were rehired.

Employees who are terminated for cause or resign in lieu of termination for cause at any time before the award payment date are ineligible for an award.

Participants remain **eligible** for an award if their employment with AEP is terminated during the Plan Year due to their death or retirement (age 55 with 10 years of service) and they were employed by AEP through at least the first 6 months of the Plan Year. Because such awards are based on participant's eligible earnings for a Plan Year, which reflects the portion of the year in which they worked, they are effectively prorated.

DATA REQUEST

KPSC 1_50 To the extent not provided in the responses above, provide all wage, compensation, or employee benefits studies, analyses, or surveys conducted since Kentucky Power's last rate case or that are currently utilized by Kentucky Power.

RESPONSE

Please see Exhibit ARC-1 - Compensation Survey List of the direct testimony of Company witness Andrew R. Carlin for the list of the compensation surveys used by the Company. Pursuant to a vendor agreement the third-party vendor authorized sharing this information confidentially by electronic copy available for viewing by Commission Staff and those intervenors who have executed a non-disclosure agreement with the Company.

Additionally, the HR Committee of AEP's Board of Directors annually conducts an executive compensation study covering approximately 12 AEP executive positions, including the President and COO of Kentucky Power Company. These studies are conducted by the HR Committee's external compensation consultant. Please refer to KPCO_R_KPSC_1_50_ConfidentialAttachment1 for the most recent version of this study.

The compensation team routinely compares compensation for various company positions relative to market competitive compensation. This occurs when requested by management, when the talent acquisition team advises that certain open positions are particularly difficult to fill and when the compensation team observes market compensation growing faster than expected. However, this work does not result in study, analysis or report. Compensation comparisons for all the job matches the compensation team has made of the Companies jobs to market positions are provided in the direct testimony of Company Witness Andrew R. Carlin as Exhibits ARC-2 through ARC-5.

AEP participates in periodic benefits surveys performed by Aon and Willis Towers Watson. The Company uses these results to benchmark its benefit plans for reasonableness in terms of plan design and value as compared to other non-affiliated utility or non-utility employers. Please refer to Confidential Exhibits ARC-10 and ARC-11 for summary portions of these studies.

In order for the Company to provide full versions of the compensation survey, and other benefits studies/analyses, there are approvals required from the entities that prepared those surveys/studies/analyses. Kentucky Power has sought such approvals from those entities and will supplement this response when/if that approval is granted by the respective third parties.

Witness: Andrew R. Carlin

KPCO_R_KPSC_1_50_ConfidentialAttachment1 has been redacted in its entirety.

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_51 Provide the average number of customers on Kentucky Power's system (actual and projected), by rate schedule, for the base period and the three most recent calendar years.

RESPONSE

Based on clarification from Commission Staff on August 15, 2025, the Company understands this question to be seeking the requested information as it pertains to the Company's test year (12 months ended May 2025).

Please see KPCO_R_KPSC_1_51_Attachment1 for the three most recent calendar years' customer counts, and KPCO_R_KPSC_1_51_Attachment2 for the test year customer counts. There are no customer number projections with respect to the Company's filed case.

Witness: Michael M. Spaeth

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_52 Provide a schedule, in the format provided in Schedule L, of electric operations net income, per kWh sold, per company books for the base period and the three calendar years preceding the base period.

RESPONSE

Based on clarification from Commission Staff on August 15, 2025, the Company understands this question to be seeking the requested information as it pertains to the Company's test year (12 months ended May 2025).

Please refer to KPCO_R_KPSC_1_52_Attachment1 for the requested information.

Witness: Brian C. Ciborek

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_53 Provide, in the format provided in Schedule M, comparative operating statistics for electric operations.

RESPONSE

Please see KPCO_R_KPSC_1_53_Attachment1 for the requested information.

Witness: Brian C. Ciborek

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_54 To the extent not already provided, provide a copy of each cost of service study, billing analysis, and all exhibits and schedules that were prepared in Kentucky Power's rate application in Excel spreadsheet format with all formulas, columns, and rows unprotected and fully accessible.

RESPONSE

Please see KPCO_R_KPSC_1_54_Attachment1 and KPCO_R_KPSC_1_54_Attachment2 for the class cost-of-service and supporting workpaper.

Witness: Nicole M. Coon

Kentucky Power Company
KPSC Case No. 2025-00257
Commission Staff's First Set of Data Requests
Dated August 14, 2025

DATA REQUEST

KPSC 1_55 To the extent not already provided, provide all workpapers, calculations, and assumptions Kentucky Power used to develop its forecasted test period financial information in Excel spreadsheet format with all formulas, columns, and rows unprotected and fully accessible.

RESPONSE

Based on clarification from Commission Staff on August 15, 2025, the Company understands this question to be seeking the requested information as it pertains to the Company's test year (12 months ended May 2025).
Please see KPCO_R_KPSC_1_55_Attachment1 through KPCO_R_KPSC_1_55_Attachment65 for the workpapers supporting the Company's historic test-period and associated adjustments.

Witness: Andrew R. Carlin
Witness: Brian C. Ciborek
Witness: Stevi N. Cobern
Witness: John D. Cullop
Witness: Robert A. Jessee
Witness: Timothy S. Lyons
Witness: Adrien M. McKenzie
Witness: Jeffrey D. Newcomb
Witness: Michele Ross
Witness: Michael M. Spaeth
Witness: John J. Spanos
Witness: John Wolfram
Witness: Tanner S. Wolffram

VERIFICATION

The undersigned, Andrew R. Carlin, being duly sworn, deposes and says he is the Director of Compensation and Executive Benefits, for American Electric Power Service Corporation, that he has personal knowledge of the matters set forth in the foregoing responses and the information contained therein is true and correct to the best of his information, knowledge, and belief.

Andrew R. Carlin

State of Ohio)
)
County of Franklin)

Case No. 2025-00257

Subscribed and sworn to before me, a Notary Public in and before said County and State, by Andrew R. Carlin, on this 4th day of September, 2025.

Notary Public

My Commission Expires _____

Notary ID Number _____

VERIFICATION

The undersigned, Brian C. Ciborek, being duly sworn, deposes and says he is the Accounting Senior Manager for American Electric Power Service Corporation, that he has personal knowledge of the matters set forth in the foregoing responses and the information contained therein is true and correct to the best of his information, knowledge, and belief.

Brian C. Ciborek

State of Ohio)
County of Franklin)

Case No. 2025-00257

Subscribed and sworn to before me, a Notary Public in and before said County and State, by Brian C. Ciborek, on September 9, 2025.

Notary Public

My Commission Expires April 29, 2029

Notary ID Number 2019-RE-775042

Sarah Smithhisler
Notary Public, State of Ohio
Commission #: 2019-RE-775042
My Commission Expires 04-29-29

VERIFICATION

The undersigned, Stevi N. Cobern, being duly sworn, deposes and says she is a Regulatory Consultant Principle for Kentucky Power, that she has personal knowledge of the matters set forth in the foregoing responses and the information contained therein is true and correct to the best of her information, knowledge, and belief.

Stevi N. Cobern

Stevi N. Cobern

Commonwealth of Kentucky)
)
County of Boyd)

Case No. 2025-00257

Subscribed and sworn to before me, a Notary Public in and before said County and State, by Stevi N. Cobern, on September 12, 2025.

Marilyn Michelle Caldwell
Notary Public

My Commission Expires May 5, 2027

Notary ID Number KYNP71841

MARILYN MICHELLE CALDWELL
Notary Public
Commonwealth of Kentucky
Commission Number KYNP71841
My Commission Expires May 5, 2027

VERIFICATION

The undersigned, Nicole M. Coon, being duly sworn, deposes and says she is a Regulatory Consultant Principal for American Electric Power Service Corporation, that she has personal knowledge of the matters set forth in the foregoing responses and the information contained therein is true and correct to the best of her information, knowledge, and belief.

Nicole M. Coon

State of Ohio)
)
) Case No. 2025-00257
)

Subscribed and sworn to before me, a Notary Public in and before said County and State, by Nicole M. Coon, on Septmr 9th 2025

Notary Public

My Commission Expires Never

Notary ID Number No ID

NOTARIAL SEAL STATE OF OHIO

Paul D. Fiory
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

VERIFICATION

The undersigned, Jaclyn N. Cost, being duly sworn, deposes and says she is a Regulatory Consultant Principle for American Electric Power Service Corporation, that she has personal knowledge of the matters set forth in the foregoing responses and the information contained therein is true and correct to the best of her information, knowledge, and belief.

Jaclyn N. Cost

Jaclyn N. Cost

State of Ohio)
)
County of Franklin)

Case No. 2025-00257

Subscribed and sworn to before me, a Notary Public in and before said County and State, by Jaclyn N. Cost, on 09-08-2025.

Notary Public

NOTARIAL SEAL STATE OF OHIO

BRETT E. SCHMIED, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

My Commission Expires N/A

Notary ID Number _____

VERIFICATION

The undersigned, John D. Cullop, being duly sworn, deposes and says he is the Regulatory Consultant Senior for Kentucky Power, that he has personal knowledge of the matters set forth in the foregoing responses and the information contained therein is true and correct to the best of his information, knowledge, and belief.

John D. Cullop

Commonwealth of Kentucky)
) Case No. 2025-00257
County of Boyd)

Subscribed and sworn to before me, a Notary Public in and before said County and State, by John D. Cullop, on 9/8/2025.

Notary Public

MARILYN MICHELLE CALDWELL
Notary Public
Commonwealth of Kentucky
Commission Number KYNP71841
My Commission Expires May 5, 2027

My Commission Expires May 5, 2027

Notary ID Number KYNP71841

VERIFICATION

The undersigned, David A. Hodgson, being duly sworn, deposes and says he is the Managing Director, Tax Accounting and Regulatory for American Electric Power Service Corporation, that he has personal knowledge of the matters set forth in the foregoing responses and the information contained therein is true and correct to the best of his information, knowledge, and belief.

David A. Hodgson

State of Ohio)
) Case No. 2025-00257
County of Franklin)

Subscribed and sworn to before me, a Notary Public in and before said County and State, by David A. Hodgson, on 9-12-2025.

Notary Public

Paul D. Flory
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

My Commission Expires Never

Notary ID Number NO ID

VERIFICATION

The undersigned, Robert A. Jessee, being duly sworn, deposes and says he is the Vice President of Generating Assets East for American Electric Power Service Corporation, that he has personal knowledge of the matters set forth in the foregoing responses and the information contained therein is true and correct to the best of his information, knowledge, and belief.

Robert A. Jessee

State of Oklahoma)
)
_____)

Case No. 2025-00257

Subscribed and sworn to before me, a Notary Public in and before said County and State, by Robert A. Jessee, on September 9, 2025

Notary Public

BARBARA A POSTOAK
Notary Public, State of Oklahoma
Commission # 08011506
My Commission Expires 11-12-2028

My Commission Expires 11-12-2028

Notary ID Number 08011506

VERIFICATION

The undersigned, Timothy S. Lyons, being duly sworn, deposes and says he is a partner at ScottMadden, Incorporated, that he has personal knowledge of the matters set forth in the foregoing responses and the information contained therein is true and correct to the best of his information, knowledge, and belief.

Signed by:
T S L
83D1B9AD4CE148C...
Timothy S. Lyons

Commonwealth of Kentucky)
)
County of Boyd)

Case No. 2025-00257

Subscribed and sworn to before me, a Notary Public in and before said County and State, by Timothy S. Lyons, on 9/12/2025 | 11:07 AM EDT.

Signed by:
Michelle Caldwell
E9B1BC7AC31F421...
Notary Public

MARILYN MICHELLE CALDWELL
ONLINE NOTARY PUBLIC
COMMONWEALTH OF KENTUCKY
Commission #KYNP71841
My Commission Expires 5/5/2027

My Commission Expires 05/05/2027

Notary ID Number KYNP71841

VERIFICATION

The undersigned, Adrien M. McKenzie, being duly sworn, deposes and says he is the President of FINCAP, Incorporated, that he has personal knowledge of the matters set forth in the foregoing responses and the information contained therein is true and correct to the best of his information, knowledge, and belief.

Adrien M. McKenzie

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

Case No. 2025-00257

Subscribed and sworn to before me, a Notary Public in and before said County and State, by Adrien M. McKenzie, on 9/8/2025.

Notary Public

BRUCE HARCUM FAIRCHILD
Notary ID #131906507
My Commission Expires
February 25, 2027

My Commission Expires 2/25/2027

Notary ID Number #131906507

VERIFICATION

The undersigned, Franz D. Messner, being duly sworn, deposes and says he is the Managing Director of Corporate Finance for American Electric Power Service Corporation, that he has personal knowledge of the matters set forth in the foregoing responses and the information contained therein is true and correct to the best of his information, knowledge, and belief.

Franz D. Messner

State of Ohio)
) Case No. 2025-00257
)

Subscribed and sworn to before me, a Notary Public in and before said County and State, by Franz D. Messner, on September 5, 2025.

Notary Public

My Commission Expires _____

Notary ID Number _____

VERIFICATION

The undersigned, Jeffrey D. Newcomb, being duly sworn, deposes and says he is the Vice President of Regulatory and Finance for Kentucky Power Company, that he has personal knowledge of the matters set forth in the foregoing responses and the information contained therein is true and correct to the best of his information, knowledge, and belief.

Jeffrey D. Newcomb

Commonwealth of Kentucky)
)
County of Boyd)

Case No. 2025-00257

Subscribed and sworn to before me, a Notary Public in and before said County and State, by Jeffrey D. Newcomb, on September 12, 2025

Marilyn Michelle Caldwell
Notary Public

MARILYN MICHELLE CALDWELL
Notary Public
Commonwealth of Kentucky
Commission Number KYNP71841
My Commission Expires May 5, 2027

My Commission Expires May 5, 2027

Notary ID Number KYNP71841

VERIFICATION

The undersigned, Michele Ross, being duly sworn, deposes and says she is a Vice President of Distribution Region Operations for Kentucky Power, that she has personal knowledge of the matters set forth in the foregoing responses and the information contained therein is true and correct to the best of her information, knowledge, and belief.

Michele Ross

Commonwealth of Kentucky)
) Case No. 2025-00257
County of Boyd)

Subscribed and sworn to before me, a Notary Public in and before said County and State, by Michele Ross, on September 12, 2025.

Marilyn Michelle Caldwell
Notary Public

MARILYN MICHELLE CALDWELL
Notary Public
Commonwealth of Kentucky
Commission Number KYNP71841
My Commission Expires May 5, 2027

My Commission Expires May 5, 2027

Notary ID Number KYNP71841

VERIFICATION

The undersigned, Michael M. Spaeth, being duly sworn, deposes and says he is the Regulatory Pricing and Analysis Manager for American Electric Power Service Corporation, that he has personal knowledge of the matters set forth in the foregoing responses and the information contained therein is true and correct to the best of his information, knowledge, and belief.

Michael M. Spaeth

State of Ohio)
)
) Case No. 2025-00257
)

Subscribed and sworn to before me, a Notary Public in and before said County and State, by Michael M. Spaeth, on 9-12-2025.

Notary Public

Paul D. Flory
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

My Commission Expires Never

Notary ID Number NO ID

VERIFICATION

The undersigned, Cynthia G. Wiseman, being duly sworn, deposes and says she is the President and Chief Operating Officer for Kentucky Power Company, that she has personal knowledge of the matters set forth in the foregoing responses and the information contained therein is true and correct to the best of her information, knowledge, and belief.

Cynthia G. Wiseman

Commonwealth of Kentucky)
) Case No. 2025-00257
County of Boyd)

Subscribed and sworn to before me, a Notary Public in and before said County and State, by Cynthia G. Wiseman, on September 12, 2025.

Marilyn Michelle Caldwell
Notary Public

MARILYN MICHELLE CALDWELL
Notary Public
Commonwealth of Kentucky
Commission Number KYNP71841
My Commission Expires May 5, 2027

My Commission Expires May 5, 2027

Notary ID Number KYNP71841

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

Electronic Application Of Kentucky Power Company For (1) A General Adjustment Of Its Rates For Electric Service; (2) Approval Of Tariffs And Riders; (3) Approval Of Certain Regulatory And Accounting Treatments; and (4) All Other Required Approvals And Relief	))))))	Case No. 2025-00257

VERIFICATION OF JOHN WOLFRAM

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF BOYD)

John Wolfram, Principal, Catalyst Consulting LLC being duly sworn, states that he has supervised the preparation of his response to certain requests for information in the above-referenced case and that the matters and things set forth therein are true and accurate to the best of his knowledge, information and belief, formed after reasonable inquiry.

John Wolfram

The foregoing Verification was signed, acknowledged and sworn to before me this 12th day of September, 2025, by John Wolfram.

Marilyn Michelle Caldwell
Commission expiration: May 5, 2027

MARILYN MICHELLE CALDWELL
Notary Public
Commonwealth of Kentucky
Commission Number KYNP71841
My Commission Expires May 5, 2027

VERIFICATION

The undersigned, Tanner S. Wolffram, being duly sworn, deposes and says he is the Director of Regulatory Services for Kentucky Power, that he has personal knowledge of the matters set forth in the foregoing responses and the information contained therein is true and correct to the best of his information, knowledge, and belief.

Tanner S. Wolffram

Commonwealth of Kentucky)
)
County of Boyd)

Case No. 2025-00257

Subscribed and sworn to before me, a Notary Public in and before said County and State, by Tanner S. Wolffram, on September 12, 2025.

Marilyn Michelle Caldwell
Notary Public

MARILYN MICHELLE CALDWELL
Notary Public
Commonwealth of Kentucky
Commission Number KYNP71841
My Commission Expires May 5, 2027

My Commission Expires May 5, 2027

Notary ID Number KYNP71841