

A G R E E M E N T

This Agreement, made and entered into by and between the Ohio Power Company, Regional Distribution Center, hereinafter referred to as the Company, and Unit No. 1 of Local Union No. 116 of the Utility Workers Union of America, affiliated with the A.F.L.-C.I.O., hereinafter referred to as the Union WITNESSETH:

ARTICLE I Union Security

Section 1. Maintenance of Membership Provision

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

Section 2. Agency Fee Provision

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

Section 3. Failure to Pay Required Union Fees or Dues

Should any employee covered under Section 1 above or Section 2 above fail to pay the dues or fees required as a condition of employment, the employee shall be terminated.

Section 4. Dues Membership

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

Section 5.

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

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

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

Section 6 . UWUA-COPE

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

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

ARTICLE II Union Recognition

Section 1. The Company hereby recognizes the Union as the exclusive bargaining agency on matters pertaining to wages, hours, working and other conditions of employment in accordance with the provisions of the Labor-Management Relations Act of 1947, for all of the physical employees in the Regional Distribution Center. The term "employee" or "employees" as herein used and hereinafter appearing in this Agreement includes only those employees now or hereafter employed by the Company in the following job classifications:

(a) All Distribution Center Truck Drivers, Material Handlers, Material Receivers employed at the Company's Regional Distribution Center located at 5300 Navarre Road, S. W.,

Canton, Ohio, excluding all other employees, all office clerical employees, professional employees, guards and supervisors as defined in the Act, it being understood that the job classifications heretofore described and the exclusions therefrom are those included in and excluded from a Certification issued by the National Labor Relations Board in Case No. 8-RC-8100 under date of May 18, 1971.

Section 2. All new employees, except those hired for temporary or part-time jobs, shall be considered as on a probationary basis for a period of six (6) months in order that their worth, capability and attitude toward general rules and regulations may be determined. During the probationary period the Company may lay off or dismiss any probationary employees and it shall have no obligation to rehire such probationary employees and no resort to the Grievance Procedure may be had because of such layoff, dismissal or failure to rehire. Probationary employees shall have the right to be represented by the Union from date of employment. In case of such layoff or dismissal, the Company will notify the Union in advance.

Section 3. Inasmuch as Supervisors and employees in certain other jobs are specifically excluded from the Union, when an employee is promoted or transferred from a job covered by the bargaining unit to a supervisory or excluded job on a regular basis, he will cease to be covered by this Agreement; however, such employee may be returned by the Company, within one (1) year to his former job classification within the bargaining unit without loss of seniority accumulated before and after such promotion or transfer. After one (1) year, he may be returned to his former job classification without loss of seniority accumulated before such promotion or transfer. This Article II, Section 3 is not applicable to employees temporarily performing supervisory or excluded jobs not covered by this Agreement. During such temporary period of assignment, the employee maintains all rights conferred by the Working Agreement. The employee's membership in the Union does not terminate and he continues to accumulate seniority during the assignment.

Section 4. The Union officers and members will not solicit membership in the Union or collect dues among employees of the Company when said employees are on duty and will not interfere with or restrain or coerce employees of the Company in attempting to influence them to be members of the Union. For the purpose of this Article II, Section 4, the term "employee" shall include employees of the Company whether in the Regional Distribution Center, or elsewhere.

Section 5. 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.

ARTICLE III

Management Rights

Section 1. Except as otherwise specifically limited in this Agreement, the Company has the right to exercise the regular and customary functions of management, among which functions are the management of the Company, the right to decide the methods and equipment to be used in the operation of the Company, assignment of work, the establishment of work schedules, including the assignment of overtime work, and the direction of the employees, including the rights to hire, suspend, discharge, discipline, promote, demote or transfer and to release employees because of lack of work or for other proper reasons, subject, however, to the employee's privilege of bringing a grievance as provided for in this Agreement.

Section 2. The Company shall have the right to assign or contract work to persons or organizations not represented by the Union. This right is limited only to the extent that it shall not be exercised when such actions directly result in the layoff or discharge of any employee covered by this Agreement. In the event of arbitration over the Company's exercise of the right set forth herein, the sole question for the arbitrator shall be whether the Company has violated the foregoing limitation.

ARTICLE IV Hiring and Discharge

Section 1.

(a) Because of the management's responsibilities, the management of the Company must and shall be the final judge of a person's qualifications for employment.

(b) The Company shall within five (5) working days after a new employee is hired, inform the Union in writing, the name, address and job classification of such new employee and whether such new employee is hired because of a temporary job, including vacation relief, or hired on probation with the possibility of becoming a regular employee.

ARTICLE V Working Conditions

Section 1. Reasonable space shall be provided on the Company bulletin board for the use of the Union for the posting of notices of the business, social and recreational activities of the Union.

Section 2.

(a) An employee reporting for work on his regular schedule, who has not been notified not to report shall be permitted to work his regular scheduled hours without loss of

regular straight-time pay or shall be paid the equivalent thereof, except in case of a major breakdown, or of a stoppage of work beyond the control of the Company, or due to disciplinary action by the Company.

(b) Employees who are unable to report for work shall notify their supervisors at least one (1) hour before the starting time of their day's work, if possible, of such inability to report for work. Employees who have been away on account of illness or otherwise shall notify their supervisors sufficiently in advance of their starting time to permit proper scheduling of the work.

Section 3. When an Accident Investigation Committee is interviewing a member of the Bargaining Unit relative to a serious accident, the employee or employees being interviewed may select and request the presence of an elected Union Representative of the Bargaining Unit who is reasonably available.

Section 4. Upon request of the Union, the Company will meet on a quarterly basis with a Union Committee for the purpose of receiving suggestions and comments on the Company Safety Program. Ten (10) days prior to a scheduled meeting, the Union will submit an agenda. The Company committee would consist of the Manager- Material Services and his designated representatives. Employee members of the Union Committee (maximum of 3) shall not lose regular straight-time pay while attending these meetings.

Section 5. Pay For Temporary Assignment

If an employee is temporarily assigned to a job classification within the bargaining unit having a higher maximum rate than his regular straight-time rate of pay, he shall, when working one (1) hour or more continuously in such classification, be paid at the minimum rate of such classification for each hour so worked in the higher classification.

An employee will not be regarded as having been temporarily assigned to a job classification having a higher maximum rate where the work performed involves the duties and qualifications of his regular job classification.

Section 6. Retrogression

(a) Wherever possible an employee who, in the service of the Company, becomes incapacitated from his regular work may be placed on any job he can do without regard to the seniority provisions of this Agreement.

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

(c) If an employee has fifteen (15) or more years of service, he will receive the maximum regular straight-time rate of pay for the job classification in which he is placed, plus a

percentage of the difference between his former regular straight-time rate of pay and such maximum for the new job classification. Such percentage will be twenty percent (20%) for fifteen (15) years of service and increased by three and three-fourths percent (3-3/4%) for each additional year of service, but not to exceed in total seventy-six percent (76%) of such difference.

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

(e) An employee who has been retrogressed under the provisions of this Article V, Section 6 shall retain his seniority in the classification from which he was so retrogressed for a maximum period of two (2) years but not more than a period equal to his total continuous length of service within the department at the time of his retrogression. If he recovers from the disability during the period in which he has such retained seniority to the extent that he is considered by the Company to be qualified to perform the normal duties of the classification from which he was removed due to the disability, or to any interim classification, this will be done provided his retained seniority is sufficient to displace other employees who occupy the job to which he is being restored. The Company may require medical evidence of the extent of his recovery on which to base its consideration.

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

(g) As long as such an employee is paid more than the maximum rate for the job classification in which he was placed, he shall receive only fifty percent (50%) of any General Wage Increase, which fifty percent (50%) shall be calculated on his personal rate.

Section 7. The Company and the Union will not discriminate against any employee because of race, religion, color, sex, disability, national origin, status as a Vietnam veteran, or age. Whenever the masculine gender is used herein, it shall be deemed to include the masculine and feminine gender unless otherwise indicated.

Section 8. The Company reserves the right to require at its own expense medical examinations and/or tests, including random or other drug/alcohol tests, of any employee.

Section 9. If new job classifications are created or if the duties of any job classifications are substantially changed during the term 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 wage rates in the bargaining unit. Any wage rate so established may be challenged under the grievance and arbitration procedure.

ARTICLE VI Meal Allowances

Section 1.

- (a) An employee will be entitled to a \$12.00 meal allowance when he:
- (1) works overtime for two (2) hours or more immediately before or after his regular shift, or
 - (2) is called out to work overtime without advance notice and such overtime is worked six (6) hours or more, or
 - (3) is called out to work overtime without advance notice and such overtime is worked into a normal meal time (i.e., 5:00 a.m. to 7:00 a.m., 11:00 a.m. to 1:00 p.m., and 5:00 p.m. to 7:00 p.m.), or
 - (4) 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) continuous hours, or
 - (5) is called out to work overtime and is prevented from providing his own regular mid-shift meal, or
 - (6) 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 allowances for each subsequent six (6) hour interval of continuous overtime worked thereafter.
- (b) When time to eat a meal is provided by the Company, such time shall not be deemed time worked.

Section 2. When employees are assigned to work which requires them to remain away from home overnight, the Company will either (1) furnish a \$ 91.00 “travel allotment” for lodging, meals and miscellaneous expenses, or (2) provide lodging while away and commencing with the evening meal on the first day will furnish the following “per diem” for meals and miscellaneous expenses: eighteen dollars (\$18.00) when the evening meal is to be provided, or thirty-four dollars (\$34.00) per day if all meals are to be provided, or; twenty-six dollars (\$26.00) per day when the mid-shift (\$8.00) and evening meals are to be provided, or sixteen dollars (\$16.00) per day when the breakfast (\$8.00) and mid-shift meals are to be provided. The

Company shall deduct from the applicable “per diem” the cost of any meals which it may supply. Actual cost for lodging in a single room (when available) will be furnished by the Company. A bona fide motel or hotel receipt is to be submitted with the expense account. Travel time between lodging and job locations shall not be considered as time worked.

ARTICLE VII Hours of Employment

Section 1. Work Week and Work Day

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

 The Company shall give seven (7) calendar days advance notice of any change in the designated work week.

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

Section 2. By mutual agreement between employees, and with the supervisor's approval, employees in the same job classification will be permitted to trade work days within a work week for their own convenience; however, in such cases the Company shall not be required to pay any employee involved either daily or weekly overtime.

ARTICLE VIII Seniority

Section 1.

(a) Seniority is the right accruing to employees through length of service which entitles them to preference in promotions, transfers, layoffs, vacation scheduling and rehiring.

(b) Regional Distribution Center Seniority shall date from the start of continuous employment with the Company in any physical job in the Regional Distribution Center.

Section 2. An employee's seniority as outlined in Article VIII, Section 1(b) shall not be affected by any interruption in employment except as otherwise specifically specified in this Agreement.

Section 3. The specific rights accruing from the seniority defined in Section 1(b) are as contained in this Article VIII and other Articles of this Agreement.

Section 4. Employees who are hired for specific temporary jobs shall have no seniority regardless of the length of employment. Part-time or intermittent employees shall have no seniority. Probationary employees having less than six (6) months' service with the Company shall have no seniority during that period. After the probationary period, each employee will be entered on the seniority list as of the date he was hired.

Section 5. Regardless of length of service a complete loss of seniority shall be suffered by an employee who:

- (a) Voluntarily terminates his employment.
- (b) Is discharged for good and sufficient reason.
- (c) Fails to notify the Company of his intention to return to work as provided for in Article X, Section 7.
- (d) Fails to report his absence from work within three (3) working days without reasonable excuse or justification.
- (e) Engages in a gainful occupation while on Leave of Absence, except by specific approval of the Company, or otherwise violates the terms of his Leave of Absence.

Section 6. The seniority of a sick or disabled employee absent from work and receiving Sick Pay benefits will accrue within the limits of the period he receives such benefits in the same manner as though such employee had been working. When the applicable period of the Sick Pay benefits expires, an employee may apply for a Leave of Absence as provided for in Article XI, "Leaves of Absence". Seniority will then accrue in accordance with the terms of the "Leave of Absence".

Section 7. Employees laid off shall retain their seniority rights for a period of two (2) years or for a period equal to their length of service when such layoff begins whichever is less.

Section 8. An up-to-date complete seniority list shall be prepared from the service records of the Company and submitted to the Union on May 1 of each year. This list shall be posted on the bulletin boards and if complaint is not received within thirty (30) calendar days from the date of posting regarding the seniority status shown thereon, it shall be considered

correct. The Company will advise an individual designated by the Union, in writing, when employees are changed from one job to another and when employees complete their probationary period.

ARTICLE IX Promotions and Transfers

Section 1. When the Company desires to make promotions, transfers, or to increase working forces in the Regional Distribution Center as to jobs in the Bargaining Unit, the following factors shall be considered:

(a) Regional Distribution Center Seniority.

(b) 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.

(c) Physical fitness.

Section 2. Where factors Article IX, Section 1(b) and (c) are relatively equal, seniority shall govern.

Section 3.

(a) The following shall be deemed a line of progression:

Distribution Center

Distribution Center Truck Driver

Material Receiver

Material Handler A

Material Handler B

(b) An employee holding the Material Handler B job classification must acquire within such time frame as determined by the Company, the qualifications necessary to perform the duties of the Material Handler A job classification, or vacate the line of progression. An employee's failure to qualify during such period shall result in his removal from the Material Handler B job classification. When such employee is promoted by the Company to the Material Handler A job classification, the Company shall not be required to post a notice in accordance with Section 4.

Section 4. When the Company knows more than ten (10) calendar days in advance that a job in the Bargaining Unit is to become vacant, it will give the Union at least ten (10) calendar days' written notice before filling the job. The Company will post a notice of the job

opening on the designated bulletin board in the Regional Distribution Center and will send a copy of the notice to the Union. An employee, or another employee on his behalf, may submit a bid to fill the vacancy during the period specified.

Section 5. If an employee fails to pass an examination given to determine if he is qualified for promotion to a higher job classification, the employee may request another examination be given as soon as possible after the first examination.

Section 6. Any employee promoted into a higher classification except as provided under Article IX, Section 3(b) shall be given a reasonable probationary period, which shall not exceed sixty (60) calendar days to acquaint himself with the job and prove his ability to satisfactorily fill the job. The Company shall be the final judge of the length of time of the probationary period for periods less than sixty (60) calendar days.

Section 7. In the event an employee promoted into another classification except as provided in Section 3(b) of this Article IX, has been found incapable to hold such classification during the probationary period, he shall be allowed to return to his former classification without prejudice or loss of any privileges.

Section 8. Except for promotions provided for in Article IX, Section 3, if an employee holding seniority does not accept a promotion when it is offered to him, the next employee in seniority shall be entitled to the position, if qualified. Any employee who has refused promotion may not later claim that particular job as his seniority rights, unless the job is again open because of a vacancy.

ARTICLE X

Reduction in Work Forces, Layoffs and Rehiring

Section 1. If any decrease in the number of employees is necessary, the employee with the lowest Regional Distribution Center Seniority in the job classification affected, shall be the first removed.

Section 2. An employee to be removed from his job classification as outlined in Article X, Section 1 shall be given a period of three (3) working days from receipt of notice in writing to such effect, with copy to the Union, to make known to the Company his desire for one of the following options:

(a) Accept a job in a lower job classification in the Regional Distribution Center provided he is qualified for the work in such lower job classification, and provided there is an employee in such lower job classification having less Regional Distribution Center Seniority.

(b) Accept a layoff.

Section 3. If an employee either fails to or is unable to exercise his rights outlined in Article X, Section 2(a), he shall be laid off after being given fourteen (14) calendar days' notice in writing to that effect, with copy to the Union.

Section 4. An employee demoted to another job classification in accordance with the terms of this Article X takes the new job rate.

Section 5. As soon as practicable after the Company has identified with certainty those employees to be laid off under this Article X, the Company will begin to consider each such employee for placement elsewhere in the Ohio Power Company. This consideration will continue until any one of the following occurs: (1) the employee is placed elsewhere in the Ohio Power Company; (2) the employee is no longer retaining seniority rights under Article VIII, Section 8; (3) the employee is recalled under Article X, Section 7; or (4) the employee's department head ceases to have a current address for the employee. The effective date of an employee's layoff shall not be delayed as a result of the failure of the Company to begin consideration of the employee for placement elsewhere in the Ohio Power Company prior to such date.

Section 6. The seniority of an employee who exercises the option contained in Article X, Section 2(a) shall supersede the seniority of all other employees in the Regional Distribution Center for the purpose of promoting up to and including the highest job classification from which he was demoted.

Section 7.

(a) A laid-off employee shall be given an opportunity to return to work in accordance with his seniority rights, in reverse order to layoff, provided he is suited and qualified for the work available before new employees are hired.

(b) Employees notified to return to work must report within ten (10) calendar days to the Company after notice has been sent by registered mail to the last address given to the Company. A copy of such notice shall be furnished to the Union. After the expiration of said ten (10) calendar days, should the employee fail to report for work, he shall lose his recall rights and the next employee in seniority shall be called.

ARTICLE XI

Leave of Absence and Permission to Be Absent

Section 1.

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

(b) Upon written request from an employee, the Company may grant a leave of absence under conditions specified by the Company. The employee will accumulate seniority during an initial leave of absence providing such employee returns to work at the end of such leave of absence.

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

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

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

Section 2.

(a) Union officers or representatives, up to a maximum of three (3) at any one time, shall be granted permission to be absent without pay for Union conventions; or may be granted permission to be absent without pay for other specific Union activities not to exceed thirty (30) working days in a calendar year, upon written request for such absence.

(b) Time required by the Bargaining Committee, consisting of not more than three (3) employees in the bargaining unit, for contract negotiations shall not be restricted by Article XI, Section 2(a).

(c) Time required by the Grievance Committee consisting of not more than three (3) employee members shall not be restricted by Article XI, Section 2(a).

(d) A maximum of two (2) employees elected or appointed to full-time union positions shall be granted leaves of absence for the period of such election or appointment. The employees shall continue to accrue seniority during such leaves, and upon termination of the leaves of absence, shall be reinstated to their former positions (or the equivalent if such former positions no longer exist) provided the employees are qualified to return to work.

ARTICLE XII

Vacations, Absence for Death in Immediate Family, and Jury Witness Service

Section 1. Service and Vacation Eligibility

(a) For the purposes of vacation entitlement, length of continuous service as a full-time probationary or regular employee with the Ohio Power Company and/or any other American Electric Power Company affiliates shall be called "Company Service." Continuous service shall include credit for prior periods of employment as a probationary or regular employee with Ohio Power Company and/or any other American Electric Power System affiliated Company.

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

<u>Service Requirement</u>	<u>Hours of Vacation</u>
In the calendar year of hire:	8 hours for each full month of service with a maximum of 80 hours. Vacation for employees credited with prior employment as set forth in Section 1(a) above shall be in accordance with the table shown immediately below.

- On January 1st of the calendar year in which the following service will be obtained:

1 year of service	80 hours
2 years of service	88 hours
3 years of service	96 hours
4 years of service	104 hours
5-6 years of service	120 hours
7-8 years of service	128 hours
9-10 years of service	136 hours
11-12 years of service	144 hours
13-14 years of service	152 hours
15-23 years of service	160 hours
24 years of service	200 hours

(c) In the calendar year of hire, 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 on or after the 16th of a month, the month would not be counted.

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

Section 2. (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 or the employee's designated beneficiary, 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.

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

(d) An employee who has an extended "chargeable" absence or absences from work during a calendar year shall have his vacation entitlement reduced in the next calendar year. The reduction shall be on a pro rata basis, i.e., $\text{total hours of chargeable absences} \div 2,080 \text{ hours} = \text{percentage reduction of vacation entitlement, rounded to the nearest whole hour.}$

An absence becomes chargeable after the employee has been absent for over eighty (80) consecutive scheduled work hours, unless at any time during these eighty (80) hours he has been on military leave or has received pay from the Company for one or more of the following reasons and for these reasons only: work performed, sick pay, Personal Day Off, jury/witness service, death in the family, vacation or holiday. Vacation and holiday pay received during periods of absence which would otherwise be without pay (i.e., pay in lieu of vacation or holiday) shall not serve to interrupt a period of chargeable absence.

Once a chargeable absence exceeds the eighty (80) hours, the entire period, including the eighty (80) hours, becomes chargeable.

(e) Employees will be given their choice of vacation time as far as possible, subject to the work requirements of the department, availability of necessary substitutes, and recognition of employees' seniority. However, in order to give employees with lower seniority an opportunity to plan their vacations, all employees' requests for vacation time must be made by April 1 of each year in order to receive recognition of seniority. Requests for vacation times received after April 1 will be given preference on the basis of the order in which such requests are received and not on seniority basis. Vacation schedules will be circulated or posted not later

than February 1. The April 1 date contained in this provision will not prevent employees from requesting vacation times previous to that date in a year.

(f) 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 a "deferral bank" vacation entitlement is subject to the same scheduling criteria as the regular vacation entitlement, as provided in Article XII, Section 2(e) of this Agreement.

(g) 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 Article XII, Section 2(g) shall be applicable only to employees regularly scheduled to work in excess of eight (8) hours per day.

Section 3. Absence for Death in Immediate Family

(a) In case of death in an employee's immediate family, meaning father or stepfather, mother or stepmother, sister, brother, wife, husband, child or stepchild who is or has been a member of the employee's immediate household, father-in-law, or mother-in-law, or a person living in the same residence as a member of the employee's household, in order that the employee may make arrangements for the funeral and attend the service, he shall receive upon request, up to a maximum of three (3) regular scheduled days off without loss in regular straight-time rate of pay during the period beginning with the day of death and up to and including the day following the funeral. Should a Company recognized Holiday occur within the period starting with the day of death and up to and including the day following the funeral, the employee will receive Holiday Pay for such day. The granting of Holiday Pay for such day will not affect nor reduce other pay provisions covered in this Article XII, Section 2(a).

(b) In case of death of an employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, his grandparents, or grandchildren, the employee, upon request, will be given one (1) day off without loss of regular straight-time rate on the day of the funeral to attend the services.

(c) If an employee serves as a pallbearer for a deceased active or retired employee, he will be granted the necessary time off without loss of regular straight-time rate of pay on the day of the funeral.

(d) The provisions of this Article XII, Section 2(a) will apply within the time limits of an employee's scheduled vacation but not when an employee is off duty due to illness or injury, or for any other reason.

Section 4. Jury/Witness Service

(a) When an employee is required to serve on a jury or to appear as a witness in response to a subpoena because of having witnessed an accident during working hours, the Company shall pay the employee's regular straight-time rate of pay for his regular working schedule. However, the time so spent shall not be considered as time worked for the purpose of calculating overtime. Should the employee be required to be present in court in a case where he is a party litigant, no compensation will be allowed.

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

(c) When an employee on jury or witness service is relieved from such service, he shall be returned to the shift assigned to before he was changed to all days because of such service. Shift changes for purpose of Article XII, Section 4(a) shall not be subject to the provisions of Article XIV, Section 6(a).

(d) Any time during which an employee is subject to call for jury service or as witness, but during which he does not report for or actually serve on a jury or as a witness shall not be covered by Article XII, Section 4(a).

ARTICLE XIII

Wage Agreement

Section 1.

(a) The parties hereto have agreed to a Wage Agreement with attached wage rate structures apart from this Agreement (which are in writing and bear their signatures), which wage rate structures shall remain in effect for the duration of this Agreement; provided, however, that either party shall have the right to demand renegotiations of such wage rate structures, including the existence and/or adjustment of progression time steps, during the period of this Agreement by giving to the other party notice in writing of its desire to modify the wage rate structures on or before the sixtieth (60th) calendar day preceding June 30th of any such calendar year.

(b) Should the Wage Agreement be reopened and the parties fail to reach agreement by the expiration date of the current Wage Agreement or by the expiration date of any mutually agreed upon extension of that Agreement, the Strikes and Lockouts Clause of this Agreement shall become inoperative with respect to any strikes, work stoppages, picketing or lockouts on the subject of wages which commence within sixty (60) calendar days after June 30, 2009, or

within sixty (60) calendar days after June 30, 2010, or within sixty (60) calendar days after the expiration date of any extension of that agreement mutually agreed upon.

Section 2. Wages shall be paid every other week.

ARTICLE XIV Overtime and Holiday Pay

Section 1. Overtime hours are those hours worked outside of an employee's regular daily schedule, or hours worked in excess of forty (40) straight-time hours in a work week.

Section 2. Employees will be compensated for overtime hours worked in accordance with the following:

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

(b) Overtime worked on Sundays will be paid for at double the regular straight-time rate except employees whose regular schedule includes Sunday as noted in Article XIV, Section 2(c) and (d).

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

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

(e) Double the regular straight-time rate of pay will be paid for hours worked in excess of sixteen (16) consecutive hours.

(f) Overtime worked on holidays will be paid for in accordance with provisions of Article XIV, Section 9.

(g) Overtime worked due to an employee being called out between his regular quitting time and 12 midnight will be paid at one and one-half the regular straight-time rate for the hours worked for not less than two (2) hours.

(h) Overtime worked due to an employee being called out after 12 midnight will be paid at one and one-half the regular straight-time rate for not less than three (3) hours up to the employee's regular starting time which in no case will be considered as later than 8:00 A.M.

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

(j) If the minimum period overlaps into the employee's scheduled hours of work, he will be paid at his applicable overtime rate only for the time up to his regular starting time of scheduled work.

(k) When an employee is called out to work overtime, his paid time shall begin when he reports to the headquarters and his paid time shall end when dismissed at the reporting headquarters.

(l) Overtime worked due to an employee continuing to work after his regular quitting time, will be paid one and one-half the regular straight-time rate for hours worked.

(m) If planned overtime is canceled less than ten (10) hours before the planned overtime was scheduled to begin, the employee will be paid one (1) hour's pay at the applicable overtime rate.

Section 3. Employees shall not be required to take time off during regular scheduled hours for overtime worked or to be worked.

Section 4.

(a) Overtime shall be equitably and fairly distributed insofar as practicable among employees in a given classification.

(b) In no event shall the remedy for violation of Article XIV, Section 4 be pay for time not worked.

(c) Individual employees accept an obligation to perform overtime work when required by the Company. This includes an obligation to make themselves reasonably available for overtime assignments.

Section 5. Any employee who is required to work sixteen (16) hours or more within any twenty-four (24) hour period, shall be allowed an eight (8) hour rest period. If any part of

this eight (8) hour rest period falls within his regularly scheduled hours, he shall be paid for such part at this regular straight-time rate. Should an employee be required to work any part of this eight (8) hour rest period which falls within his regularly scheduled hours, he shall receive regular straight-time rate for such hours worked in this period in addition to the regular straight-time rate he receives due to such hours being within his rest pay period entitlement. The pay provisions of this section shall not be applicable to any hours scheduled or worked on a recognized holiday or to any hours scheduled or worked that are subject to overtime premium. The rest period shall begin at the earlier of the following: a) when the employee is released from work, b) at the beginning of the regularly scheduled shift, or c) at the time during the regularly scheduled shift when an employee completes sixteen (16) hours of work in a twenty-four (24) hour period.

Section 6. Employees may be assigned to work on any shift and/or schedule on the basis shown hereunder:

(a) If an employee has his shift and/or schedule changed within twenty-four (24) hours of the time he began working on his regular shift and/or schedule, he will be paid overtime at his regular straight-time rate in accordance with the overtime provisions as set forth in Article XIV, Section 2.

Section 7.

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

- (1) "Schedule Change" shall mean a change in days of a work week;
- (2) "Shift Change" shall mean a change in hours within a work day which results in the previously scheduled beginning and ending times being adjusted by more than two (2) hours.

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

Section 8.

(a) The following days, or days observed in lieu thereof, shall be considered holidays: New Year's Day, Good Friday, Memorial Day (last Monday in May), July Fourth, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and three Personal Days Off. When any holiday except Christmas Eve falls on a Sunday, the following Monday shall be observed. When any holiday except Christmas Eve falls on a Saturday, the preceding Friday will be observed. Christmas Eve shall be observed on the day on which it falls with the following exceptions: When it falls on a Friday, it shall be observed on the preceding Thursday; when it falls on a Saturday or Sunday, it shall be observed on the preceding Friday; and when it falls on a Wednesday, it shall be observed on Friday, December 26.

(b) The Personal Days Off will be granted to all regular employees. Personal Days Off may be taken in four (4) hour increments. The days for taking such Personal Days Off must be approved by the Company and the employee should secure such approval in advance of the day he desires to be off, unless extenuating circumstances prevent his asking for the day or days in such advance time. Such Personal Days Off must be taken by December 31 of the calendar year involved. It shall be the employee's own responsibility to arrange his Personal Days Off and if not used by December 31 of the calendar year involved, shall be lost and no additional compensation will be paid in lieu thereof. If more employees request a Personal Day Off on a specific day than can be accommodated within the work group, requests will be honored in the order in which the requests were received.

(c) In lieu of a day off with eight (8) hours pay at the regular straight-time rate an employee may elect to utilize a Personal Day Off by requesting that the entire paid portion thereof (i.e., up to eight (8) hours) or such smaller portion as the employee desires, be applied to converting unpaid time off on a holiday to paid time off. This Article XIV, Section 8(c) shall be applicable only to employees regularly scheduled to work in excess of eight (8) hours per day.

Section 9. All full-time employees not normally required to work on the holidays as recognized in Section 8(a) of this Article XIV will be paid Holiday Pay on the following basis:

(a) When a holiday falls within a regular work schedule and is not worked, the employee will be paid at regular straight-time rate for eight (8) of the regular hours of the employee's normal schedule for that day of the week; however, an employee temporarily assigned to a job classification having a higher maximum rate than his regular straight-time rate for the full day before and after a holiday will be paid such temporary rate for the holiday.

(b) When a holiday falls on a regular day off and is not worked for any employee affected, 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 regularly scheduled days in the current or succeeding work week, and pay him for eight (8) hours at the regular straight-time rate for such day.

(c) An employee who has been notified that he is needed for work on a holiday and then does not work will receive no pay for that day.

(d) An employee who is absent from work for any reason other than vacation, or as provided in Article XII, Section 2, on scheduled work days immediately preceding and following a holiday, will not receive pay as Holiday Pay.

(e) All full-time employees required to work on any of the holidays as recognized in Article XIV, Section 8(a) will be paid for the time worked on any such holidays on the following basis:

- (1) Time worked on a holiday within the time limits of the normal regular schedule for that day will be paid at one and one-half the regular straight-time rate, and in addition will receive the pay provided in Article XIV, Section 9(a) or Section 9(b)(1).
- (2) Time worked on a holiday outside the time limits of the normal regular schedule for that day, will be paid at double the regular straight-time rate and, in addition, will receive the pay provided in Article XIV, Section 9(a) or Section 9(b)(1).
- (3) In applying Section 9(e)(1) and (2) to situations arising from the provisions of Section 9(b) of this Article XIV, the "normal regular schedule" for that day will be considered to be the same as the regular schedule for the employee on his last regularly scheduled day previous to the holiday.
- (4) Any hours on regular days off for which Holiday Pay is paid, whether said hours are worked or not worked, will not be considered for the purpose of computing overtime.
- (5) If one of the recognized holidays falls during the vacation of an employee on one of the days that he normally would have been scheduled to work or on one of the days for which he would have received pay under the provisions of Article XIV, Section 9(b), he will be entitled to an extra eight (8) hours of vacation with pay for eight (8) hours at his regular straight-time rate at a time convenient to the Company or equivalent vacation pay, at the option of the Company.

Section 10. When two or more types of premium compensation are applicable to the same hours of work, only one -- the higher -- shall be paid. In no case will premium compensation be duplicated or pyramided.

ARTICLE XV

Premium Payments

Section 1. Shift Premium

(a) No Shift Premium will be paid to employees regularly scheduled for work on Day Shift.

(b) Shift Premium will be paid only to full-time employees regularly scheduled for work on Afternoon or Night Shifts as follows:

(1) For hours worked on the Night Shift, there will be paid a premium rate of 85¢ per hour.

(2) For hours worked on the Afternoon Shift, there will be paid a premium rate of 80¢ per hour.

(c) For the purpose of applying Shift Premium, shifts shall be identified as follows:

(1) Night Shift - When the majority of the hours worked are between 10:00 p.m. and 5:59 a.m.

(2) Afternoon Shift - When the majority of the hours worked are between 2:00 p.m. and 9:59 p.m.

(3) Day Shift - When the majority of the hours worked are between 6:00 a.m. and 1:59 p.m.

(d) Shift premium will not be allowed in connection with overtime hours worked by employees regularly assigned to a Day Shift.

(e) Employees regularly assigned to a Day Shift who are temporarily changed to an Afternoon or Night Shift schedule will be paid the premium applicable to the shift assigned.

(f) Overtime worked by employees on rotating shift schedules and thereby entitled to Shift Premium will be computed at the rate applicable to the shift on which the employee reported for work.

(g) The Company will make the final decisions with respect to the assignments for fixed or rotating shift schedules.

Section 2. Sunday Premium

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

ARTICLE XVI
Procedure for Adjusting Grievances

Section 1. Should any dispute or disagreement arise between an employee and the Company over discipline for any reason or over any other matter, except a matter arising under Article XVII, or insofar as an issue arising under the American Electric Power Companywide Incentive Plan (CIP) or the Energy Delivery Safety Focus Program is involved, such dispute or disagreement shall constitute a grievance and be disposed of as set forth below. Disputes or disagreements arising under Article XVII shall be processed in accordance with the provisions of that Article. An employee who is disciplined for violation of Article XVII and who grieves shall process such grievance under the procedures of this Article XVI.

- STEP (1):** Any grievance shall be adjusted by direct contact between the employee and his immediate supervisor with his departmental Union representative present if the employee so requests. Such contact must be made within ten (10) calendar days of the occurrence of the grievance or the Company shall not be obligated to make any adjustment of the grievance. The immediate supervisor shall meet with the aggrieved employee within ten (10) calendar days after the receipt of the grievance and shall give a satisfactory answer, to the grievance within ten (10) calendar days after the date of the meeting.
- STEP (2):** Where a grievance cannot be adjusted in the first step it may be taken up through the designated departmental representative of the Union with the Superintendent-Regional Distribution Center with such aggrieved employee or employees present. For a grievance to receive consideration in the second step it must be presented within ten (10) calendar days from receipt of an answer from the immediate supervisor in the first step and the Superintendent-Regional Distribution Center shall meet with the aggrieved employee within ten (10) calendar days after the receipt of the grievance and shall give a satisfactory answer to the grievance within ten (10) calendar days after the date of the meeting or the grievance may be taken to the third step of the grievance procedure. In presenting a grievance in this second step, it shall be in writing and shall outline the grievance and state the provision of the Agreement, if any, alleged to have been violated. The answer in this second step shall be in writing and given to the aggrieved employee with a copy to the Union Secretary.
- STEP (3):** The Grievance Committee may request a meeting with the Manager-Material Services within ten (10) calendar days after answer is given by the Superintendent-Regional Distribution Center in the second step. This request shall be in writing and shall outline the grievance and state the provision of the Agreement alleged to have been violated. Within ten (10)

calendar days of receipt of request for such a meeting, the Manager-Material Services or his designated representative, shall meet with the Grievance Committee in an effort to dispose of the grievance. The answer given in this third step shall also be in writing and be given within ten (10) calendar days after the date of the meeting.

Section 2. 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 five (5) calendar days following the date of suspension or discharge and will otherwise be handled in accordance with the grievance procedure as heretofore defined, except that such grievance should take precedence over complaints or grievances of a different nature.

Section 3. The disposition made of any grievance in any step of the grievance procedure shall be final and binding if no appeal is taken therefrom within the time limits of each step of the grievance procedure as provided herein.

Section 4. A grievance disposed of under the grievance procedure of this Agreement shall not again be admissible as a grievance.

Section 5. ARBITRATION: In the event of failure to satisfactorily adjust and settle any grievance involving the interpretation and application of a specific term or provision of this Agreement according to the foregoing procedure set forth in this Article XVI, then such grievance shall be submitted to arbitration in the following manner:

(a) In the event that the Union desires to submit a grievance to arbitration, it shall so notify the Company in writing within seven (7) days from the date the answer is given in the third step.

(b) Upon receipt of the Union's request, the Company will promptly petition the Federal Mediation and Conciliation Service (FMCS) and an arbitrator will be selected by the parties under its rules. In the event that no acceptable arbitrator appears on the first panel of arbitrators submitted by the FMCS, the Company shall request a second panel from which an arbitrator shall be selected.

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

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

(e) The arbitrator shall not have the power to (1) change or recommend any change of the provisions of this Agreement, or (2) pass upon any question relating to 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 to the Company], Spending Accounts, Group Accidental Death and Dismemberment Insurance Plan, Group Life Insurance Plan, Long Term Care Plan, Long Term Disability Plan, Retirement Plan, Retirement Savings Plan or Sick Pay Plan, and (3) no question involving wage rates and schedules with the exception of new or changed jobs can be submitted to arbitration hereunder. A question affecting the claim of an individual employee to the established rate of a job to which he claims to have been assigned for a sufficient period of time to be entitled to the established rate of such job shall not be considered a question involving wage rates within the meaning of this Article XVI, Section 5(e).

(f) The arbitrator shall have no authority to decide grievances that do not involve a specific term or provision of the Agreement. Nor shall an arbitrator have authority to decide grievances involving incidents that occur subsequent to the expiration of the Agreement, or pass upon any question relating to the American Electric Power Companywide Incentive Plan (CIP) or the Energy Delivery Safety Focus Program.

(g) The expense of the arbitrator and any other necessary expense of the arbitration proceedings shall be shared equally by the parties hereto, including the cost of obtaining a panel or panels from the Federal Mediation and Conciliation Service.

Section 6. The foregoing provisions relating to the "Adjustment of Grievances" shall not be considered as being in conflict with the rights of any individual employee to prosecute his own grievances as is provided for in the Labor-Management Relations Act of 1947.

Section 7. The Union will furnish the Company with the names of its duly elected officers and the names of its duly authorized representatives who are members of the Bargaining Committee and the names of its Departmental Representative.

Section 8. A total of three (3) employees (members of the Grievance Committee and a grievant) shall not lose regular straight-time pay for time spent in third step grievance meetings. Each member of the Grievance Committee shall, wherever possible, give his immediate supervisor at least twenty-four (24) hours' notice prior to any meeting in order that arrangements can be made to relieve him from duty.

Section 9. All members of the Grievance Committee or the Departmental Representative of the Union employed on the property of the Company shall be permitted to

enter on the property of the Company at all reasonable times providing such entry is necessary for the purpose of making an investigation of any grievance arising between the members of the Union and the Company, but no such entry shall be made upon the premises for such purpose until the supervisor in charge of the Regional Distribution Center has been advised and permission secured from him for such entry.

ARTICLE XVII

Strikes and Lockouts

Section 1. 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 except as may be provided in Article XIII of this Agreement. This prohibition shall apply to the Union and to each employee. The Company shall not engage in a lockout of its employees during the life of this Agreement.

Section 2. The Union shall not sanction, aid or abet, encourage or continue any strike, work stoppage, picketing, failure to cross any picket line or other interference or interruption of production during the life of this Agreement or extension thereof, and shall undertake by all possible means to prevent or to terminate any such activity. Any employee who participates in or encourages any activities which interfere with production or interrupt production during the life of this Agreement or extension thereof shall be subject to disciplinary action, including discharge. In the event of any interference with or interruption of production, the National Union will immediately instruct, order and use its best efforts to cause the Union and the employees to cease violating this Article.

Section 3. In the event that either party believes that a violation of this Article has occurred that party shall notify the Director of the Federal Mediation and Conciliation Service of its belief. Upon receipt of such notification, the Federal Mediation and Conciliation Service will immediately designate an arbitrator, who shall hold a hearing as soon as practicable. Under no circumstances shall this hearing be delayed more than seventy-two (72) hours after receipt of such notification by the Federal Mediation and Conciliation Service. The sole issue at the hearing shall be whether a violation of this Article has occurred. The arbitrator in holding such hearing shall have no authority to consider any factor in justification, explanation or mitigation of a violation of this Article. There shall be no adjournment or continuance of the hearing, and the arbitrator shall issue his award at the conclusion of the hearing. The award of the arbitrator pursuant to this Article may be enforced by either party, if necessary, in a court proceeding and the parties hereby waive any rights inconsistent with this procedure.

ARTICLE XVIII

System Benefits

Section 1. Employee members of the bargaining unit represented by the Union 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 to the Company], Spending Accounts, Group Accidental Death and Dismemberment Insurance Plan, Group Life Insurance Plan, Long Term Care Plan, Long Term Disability Plan, Retirement Plan, Retirement Savings Plan and Sick Pay Plan.

Section 2.

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

(b) Employees shall be permitted to participate in the Energy Delivery Safety Focus Program through December 31, 2008.

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

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

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

Should an employee be laid off, this bank will be payable in bi-weekly installments equal to the employee's regular straight-time rate for eighty (80) hours per two-week period less any unemployment compensation entitlement. The Layoff Allowance Bank will be reduced by forty (40) hours per week of layoff regardless of the unemployment compensation offset. This one-time Layoff Allowance Bank will be available to the employee regardless of the number of times the individual is laid off. However, the total number of Layoff Allowance hours available shall not exceed the original Layoff Allowance Bank established on the effective date of this Agreement and such Bank shall not be renewable.

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

ARTICLE XIX
Conclusion

Section 1. This Agreement, effective July 1, 2008, except as specifically noted otherwise herein, will continue in full force and effect until midnight, June 30, 2011, and for yearly periods thereafter unless either party shall notify the other party in writing not less than sixty (60) calendar days before any termination date of such party's desire to commence negotiations for a new contract.

Section 2. The parties agree that this contract incorporates their full and complete understanding and that any prior written or oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such written or oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a Supplement to this Agreement.

Section 3. This Agreement shall govern the parties entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise.

Section 4. The parties for the life of this Agreement hereby waive any rights to request to negotiate, or to negotiate or to bargain with respect to any matters contained in this Agreement except as specifically noted otherwise herein.

IN WITNESS WHEREOF, the parties hereto have affixed their signature this _____ day of _____, 2008.

FOR THE COMPANY:
Ohio Power Company

FOR THE UNION:
Unit No. 1 of Local Union No.116
Utility Workers Union of America, A.F.L.-C.I.O.

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