

A G R E E M E N T

This Local Agreement, made and entered into by and between Ohio Power Company (formerly Zanesville Division and Newark Division, which Divisions were parts of the former Southern Division) and AEP Service Corporation, hereinafter referred to as the "Company", and **Unit No. 2 of Local Union No. 1466** (formerly Local 981) of the International Brotherhood of Electrical Workers, affiliated with the A.F.L.-C.I.O., hereinafter referred to as the "Union"). The Company and the Local Union recognize the terms and conditions of employment negotiated in the American Electric Power/ IBEW System Council U-9 Master Agreement (hereinafter generally referred to as the "IBEW Master Agreement") and have reserved certain issues to be negotiated and contained in this Local Agreement.

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 Recognition

Section 1. Unit Defined

The Company hereby recognizes the Union as the exclusive bargaining representative for all the "Physical" employees in what comprised the Company's Southern Division on June 6, 1945, plus its former Cambridge District, in accordance with the provisions of the Labor-Management Act of 1947, as amended. (Since the original Southern Division has been reorganized by the Company, all reference to the "Division" or "Divisions" mean what comprised the Company's Southern Division on June 6, 1945, plus its former Cambridge District, and include both Zanesville Division and Newark Division, except as indicated otherwise in this Agreement). The employees eligible for representation by the Union shall be those in the classifications as set forth in "Agreement for Consent Election", Case No. 8-R-1855 dated June 6, 1945, except it was agreed in the 1958 negotiations to omit the classification of Collector. The classifications listed therein, except Collector, are as follows:

(a) Line Mechanics, Street Light Attendants, Driver-Ground Workers, Ground Workers, Station Electricians, Meter Electricians, Meter Servicer, Storekeeper, Stores Attendant-A, Stores Attendant-B, Line Servicer, Station Servicer, Meter Reader, Meter Specialist, Fleet Technicians, Building Maintenance Mechanic-A, and Building Maintenance Mechanic- B, but excluding Crew Supervisors (NE), supervisors, administrative associates and office employees, and those in a managerial capacity.

Section 2. Union Dues, P.A.C. Authorization

An employee's written authorization for Union dues deductions and P.A.C. deductions shall remain in effect in the event he moves from this bargaining unit to another bargaining unit represented by Local 1466.

ARTICLE II Hiring

Section 1. Applicant Qualifications

Because of Management's responsibilities, the Management of the Company must and shall be the final judge of a new applicant's qualifications for employment.

Section 2. Probationary Employees

All new employees, except those hired for specific temporary jobs, shall be considered as on a probationary basis for a period of six (6) months. During their probationary period employees shall work under the general rules and regulations of this Agreement in respect to hours and rates of pay and shall not acquire the status of regular employees or be entitled to the benefits provided by this Agreement for such employees unless retained as regular employees at the conclusion of the probationary period.

ARTICLE III Seniority

Section 1. Types of Seniority

(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) Seniority is defined as:

- (1) Bargaining Unit seniority, which shall date from the start of continuous employment with the Company in the bargaining unit.
- (2) Length of service within a line of progression will be deemed Line of Progression seniority.

Section 2. Interruption of Seniority

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

Section 3. Accruing Seniority

The specific rights accruing from the different types of seniority defined in Section 1(b)(1) and (2) are as contained in this Article III and other Articles of this Agreement.

Section 4. Preference For Vacation

Preference in vacation scheduling shall be based on Bargaining Unit seniority.

Section 5. Seniority – Leaving Bargaining Unit

In the event an employee moves to a job outside of the bargaining unit including a supervisory job within any American Electric Power System affiliated company, he shall cease to be covered by this Agreement; however, such employee may be returned by the Company, to his former line of progression or job within one (1) year of such promotion or transfer without loss of seniority accumulated before and after such promotion or transfer. After one (1) year, he may be returned without loss of seniority accumulated before such promotion or transfer. However, if the employee exceeds 30 months outside of the bargaining unit, he shall forfeit all bargaining unit seniority.

Section 6. Seniority – transfer to Another IBEW 1466 Unit

An employee who moves from this bargaining unit to another bargaining unit represented by Local 1466 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 other Local 1466 bargaining unit.

Section 7. Part Time and Temporaries

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.

Section 8. Loss of Seniority

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 justifiable reason.
- (c) Fails to notify the Company of his intention to return to work as provided for in Article V, Section 6(a) and (b).
- (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 9. Sick or Disabled Employees

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 IX Section 12 of the IBEW Master Agreement. Seniority will then accrue in accordance with the terms of the "Leave of Absence". Except for unusual cases of illness or disability, a leave of absence will not be extended beyond two (2) years.

Section 10. Seniority – Layoff

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

Section 11. Seniority List

An up-to-date complete seniority list shall be prepared from the service records of the Company and submitted to the Union as soon as possible after the execution of this Agreement. This list shall be posted on the bulletin boards and if complaint is not received within thirty (30) calendar days from date of posting regarding the seniority status shown thereon, it shall be considered correct as shown for the period of this Agreement. This list shall be brought up to date each twelve (12) months thereafter.

Section 12. Continuous Service

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

ARTICLE IV Promotions and Transfers

Section 1. Qualifications

(a) When the Company desires to make promotions, transfers or to increase the work force in a line of progression as to jobs in the bargaining unit, except as provided in Section 2 of this Article IV, seniority, ability and qualifications shall be taken into consideration. Ability and qualifications being sufficient, seniority shall prevail. In order to determine an employee's ability and qualifications for a promotion or transfer, the Company may use such tests, job demonstrations or other determinative means as it deems necessary.

(b) When the Company determines a vacancy exists in a job classification covered by this Agreement, a notice shall be posted on Jobs Online for not less than ten (10) calendar days before such vacancy is filled. A copy of such notice shall be mailed to the Union.

(c) When the Company posts a notice of a vacancy, seniority shall be applied as follows:

- (1) Line of Progression seniority at the reporting location where the vacancy exists.
- (2) Line of Progression seniority at other reporting locations within the bargaining unit.
- (3) Bargaining Unit seniority.

(d) The Company will make a reasonable effort to fill posted positions within a five-month time period. If due to circumstances the opening cannot be filled within the five-month time period, the Company shall notify the Union of the current status of filling the position and shall discuss the possibility of reposting the position.

Section 2. Line of Progression

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

LINE

Line Servicer
Line Mechanic A
Line Mechanic B
Line Mechanic C
Line Mechanic D

DISTRIBUTION SUPPORT

Street Light Attendant
Driver-Ground Worker
Ground Worker

STATION

Station Electrician A
Station Electrician B
Station Electrician C

STATION SERVICERS

Station Servicer
Station Servicer A
Station Servicer B
Station Servicer C

METER

Meter Electrician A
Meter Electrician B
Meter Electrician C

METER REVENUE OPERATIONS

Meter Specialist
Meter Servicer
Meter Reader

BUILDING MAINTENANCE

Building Maintenance Mechanic A
Building Maintenance Mechanic B

FLEET

Fleet Technician A
Fleet Technician B

STORES

Storekeeper
Stores Attendant A
Stores Attendant B

(b) An employee holding a job classification in the Line, Station, Station Servicer, Meter, Meter Revenue Operations, Stores or Fleet lines of progression must acquire, within such time frames as determined by the Company, the qualifications necessary to perform the duties of the next higher classification in his line of progression. An employee's failure to qualify during such period shall result in his removal from the job classification. 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 1(b) of this Article IV. (Note: For purposes of this Article IV, Section 2, progression in "Line" is from "D" to "A", progression in "Station" is from "C" to "A", progression in "Station Servicer" is from "C" to "Servicer", progression in "Meter" is from "C" to "A", progression in Meter Revenue Operations is from "Meter Servicer" to "Meter Specialist", progression in "Stores" is from "B" to "A", and progression in "Fleet" is from "B" to "A".)

Section 3. Grievance Rights

If an employee feels himself aggrieved by any action of the Company in connection with a promotion as covered in Article IV, Section 1 and 2, he shall have the right to have the issue reviewed and decided under the grievance and arbitration procedure.

Section 4. Transfers

The Line of Progression seniority of an employee transferred from one line of progression to another will start in the line of progression to which transferred as of the date of the transfer and will continue to accumulate in the line of progression from which transferred for a period of sixty (60) calendar days (30 calendar days for an employee promoted or transferred from the meter reader job classification) after which he shall have Line of Progression seniority only in the line of progression to which he was transferred.

Section 5. Transfers and Return

If an employee transfers from one line of progression to another line of progression under the provisions of Article IV, Section 1, he shall retain his Line of Progression seniority in his former line of progression for a period of sixty (60) calendar days (30 calendar days for an employee promoted or transferred from the meter reader job classification). In case he transfers back to his former line of progression within this sixty (60) calendar day period (30 calendar day period for an employee promoted or transferred from the meter reader job

classification), he shall have reinstated the Line of Progression seniority he had when he transferred from the line of progression.

Section 6. Examinations

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 7. Probationary Period Upon Transfer

(a) Any employee promoted or transferred into a higher classification or another line of progression, except as provided by Article IV, Section 2 of this Agreement, shall be given a reasonable probationary period, which shall not exceed sixty (60) calendar days (30 calendar days for an employee promoted or transferred from the meter reader job classification) 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 (30 calendar days for an employee promoted or transferred from the meter reader job classification).

(b) In the event an employee promoted or transferred to another classification, except as provided by Article IV, Section 2 of this Agreement, has been found incapable to hold such classification, he shall be allowed to return to his former classification without prejudice or loss of any privileges.

(c) Any employee who chooses not to bid a job may not later claim that particular job as his seniority right unless the job is again open because of a vacancy.

Section 8. Redistribution

When the Company determines that it is necessary to redistribute employees within a job classification among the various reporting headquarters within the Bargaining Unit on other than a temporary basis, a notice shall be posted on appropriate bulletin boards at the affected reporting headquarters for not less than one (1) week. Any employee in the affected job classification may exercise his Line of Progression seniority to bid for such change of reporting 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 reporting headquarters.

Section 9. Job Bidding Rights to Other 1466 Units

(a) When the Company posts a notice of a vacancy in a job classification within another Local 1466 bargaining unit and such vacancy is not filled by an employee in that bargaining unit, an employee in this bargaining unit shall have the opportunity to exercise his Bargaining Unit seniority to fill such vacancy, provided:

(1) such employee agrees to move within the specified drive time of the reporting location where the vacancy exists within a reasonable period of time as determined by the Company, and

(2) such employee is deemed to have the ability and qualifications to fill the vacancy. In determining an employee's ability and qualifications, the Company may use such tests, job demonstrations or other determinative means as it deems necessary.

The parties recognize that existing work requirements at the former reporting location may require a delay in the effective start date at the new reporting location.

(b) When the Company posts a notice of a vacancy in a job classification within this bargaining unit as provided under this Article VI and such vacancy is not filled in accordance with those provisions, an employee in another bargaining unit represented by Local 1466 shall have the opportunity to exercise his seniority to fill such vacancy subject to the provisions of Section 9(a)(1) and (2) above.

(c) The provisions of Article IV, Section 5 shall not apply when an employee exercises his Bargaining Unit seniority to move to another Local 1466 bargaining unit.

**ARTICLE V
Reduction in Work Forces, Layoffs and Rehiring**

Section 1. Workforce Reduction

If any decrease in the number of employees is necessary, the employee with the lowest Bargaining Unit seniority in the job classifications affected shall be the first removed. Bargaining Unit seniority shall be used for any decrease in the number of employees in entrance jobs.

Section 2. Layoffs and Bumping

An employee to be removed from his job classification as outlined in Article V, 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 an equal or lower job classification in his line of progression provided he is qualified for the work in such equal or lower job classification and provided there is an employee in such equal or lower job classification having less Bargaining Unit seniority.

(b) Exercise any rights he may have under Article IV, Section 5.

(c) Accept a lower job in another line of progression for which he is suited and qualified, provided there is an employee in such job classification in the other line of progression having less Bargaining Unit seniority.

(1) The Line of Progression seniority of an employee accepting a job in another line of progression shall be determined in accordance with Article IV, Section 4. If such transfer causes a displacement of an employee from the job classification to which the transfer is made, the employee to be displaced shall be the one with the lowest Bargaining Unit seniority in the job classification immediately preceding the transfer. The employee so displaced shall not be permitted at any future time to displace from the job classification involved, the transferred employee who caused his displacement.

(d) Accept a layoff.

Section 3. Notice

If an employee either fails to or is unable to exercise one of the options outlined in Article V, Sections 2 (a), (b), or (c), 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. Entrance Jobs

If any decrease in number of employees necessitates layoff of employees in entrance jobs in any line of progression, Bargaining Unit seniority shall govern in selection of employees to be laid off; provided, however, that an employee may exercise his Bargaining Unit seniority for an entrance job in another line of progression and provided he is suited and qualified for such other entrance job.

Section 5. Rate of Pay

An employee demoted or transferred to another job classification in accordance with the terms of this Article V will take the new job rate whether it be greater or less than his previous job rate.

Section 6. Recall

(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 seven (7) calendar days 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.

(c) After the expiration of said seven (7) 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.

Section 7. Grievance Rights

If an employee feels himself aggrieved by any action of the Company in connection with "recall" he shall have the right to have the issue reviewed and decided under the grievance and arbitration procedure.

Section 8. Temporary Employment

A laid-off employee who has secured regular employment at another job shall not be required to resign from his regular job to take a temporary position with the Company.

ARTICLE VI Hours of Employment

Section 1. Work Schedule

In order to furnish continuous service, it is necessary for some employees to work on all days during the work week. In all operations where definite assigned schedules include Saturdays, Sundays, and Holidays, such schedules shall be rotated, if possible, in such manner as to equalize as near as reasonably practicable Saturday, Sunday and Holiday work among the employees involved.

However, the provisions of this Section 1 shall not apply when the Company deems it necessary to invoke the major service restoration provisions in Article V of the IBEW Master Agreement.

Section 2. Travel, Job Site Reporting

(a) The regular work hours for employees who work from the service center to jobs shall include traveling time from the service center to the job in the morning and from the job to the service center in the evening.

(b) Notwithstanding Section 2(a), employees may be required to provide their own transportation and travel on their own time when they are temporarily assigned to report to work at job locations other than their regular reporting location which are within thirty (30) miles of their regular reporting location. When employees are assigned to work at job locations which are between thirty (30) and sixty (60) miles of their regular reporting location they may be required to travel on their own time and will be paid \$34.00 per day for furnishing their own transportation.

ARTICLE VII Wage Agreement

Section 1. Wage Agreement

The parties hereto have agreed to a Wage Agreement with attached wage rate structures apart from this Local Agreement which are in writing.

Section 2. Rate of Pay

No employee shall receive a lower rate of pay than he is now receiving during the term of this Agreement, except as otherwise provided in this Agreement.

ARTICLE VIII Overtime and Holidays

Section 1. Double Time Overtime

(a) Overtime worked on Sundays will be paid for at double the regular straight-time rate, except employees whose regular schedule includes Sunday.

(b) 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.

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

(d) Double the regular straight-time rate of pay will be paid for hours worked in excess of sixteen (16) consecutive hours. However, this double-time rate provision shall not apply when the Company deems it necessary to invoke the major service restorations provisions in Article V of the IBEW Master Agreement

(f) Overtime worked on holidays will be paid for in accordance with provisions of Article VIII Section 8(c).

Section 2. Call Out

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

(b) Overtime worked due to an employee being called out after Midnight will be paid at one and one-half times 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.

(c) 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.

(d) 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.

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

(f) 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.

Section 3. Overtime Cancellation

If planned overtime is canceled less than 10 hours before the planned overtime was scheduled to begin, an employee will receive one (1) hour's pay at the overtime rate that would have applied if the work had been performed.

Section 4. No Required Time Off

Employees shall not be required to take time off during regular scheduled hours for overtime worked or to be worked, with the exception that this Section 5 will not be applicable to Section 6 – Rest Period.

Section 5. Overtime Distribution

(a) Overtime shall be equitably and fairly distributed insofar as practicable among employees in a given classification within a department within his area of normal work assignments.

(b) In no event shall the remedy for violation of Article VIII, Section 5(a) be pay for time not worked.

(c) The provisions of Section 5(a) above shall not apply when the Company deems it necessary to invoke the major service restoration provisions in Article V of the IBEW Master Agreement.

Section 6. Rest Period

Any employee who is required to work sixteen (16) hours or more within any twenty-four (24) hour period (a half-hour lunch period included) shall be allowed an eight (8) hour rest period. If any part of this eight (8) hour rest period falls within his regularly scheduled hours, he shall be paid for such part at his regular straight-time rate. Should an employee be required to work any part of this eight (8) hour rest period which falls within his regularly scheduled hours, he shall receive regular straight-time rate for such hours worked in this period in addition to the regular straight-time rate he receives due to such hours being within his rest pay period entitlement. The pay provisions of this Article VIII, Section 6 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.

The provisions of Section 6 above shall not apply when the Company deems it necessary to invoke the major service restoration provisions in Article V of the IBEW Master Agreement.

Section 7. Shift and Schedule Change

(a) Employees may be assigned to work on any shift and/or schedule on the basis shown hereunder:

- (1) 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 one and one-half (1-1/2) times his regular straight-time rate for the first shift of such changed shift and/or schedule.
- (2) If an employee has his shift and/or schedule changed twenty-four (24) hours or more from the time he began working on his regular shift and/or schedule, he will, for the first day of such changed shift and/or schedule, be paid his regular straight-time rate for the regular hours of the job to which he is assigned and any overtime worked in connection with this first day of such changed shift and/or schedule will be paid for in accordance with the overtime provisions as set forth in the IBEW Master Agreement.
- (3) If an employee continues to work on such changed shift and/or schedule on any succeeding days, he shall be paid his regular straight-time rate. Overtime worked by such employee subsequent to the first day of such changed shift and/or schedule shall be paid for in accordance with the overtime provisions as set forth in the IBEW Master Agreement.

(b) 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.

(c) Assignments of overtime and the Company's decision to invoke the major service restoration provisions in Article V of the IBEW Master Agreement shall not constitute a "schedule change" or "shift change".

Section 8. Personal Days Off and Holidays

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

(a) 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 VIII, Section 8 (a) shall be applicable only to employees regularly scheduled to work in excess of eight (8) hours per day.

(b) All full-time employees not normally required to work on the holidays as recognized in, Article VI of IBEW Master Agreement will be paid Holiday Pay on the following basis:

- (1) When a holiday falls within a regular work schedule and is not worked, the employee will be paid at regular straight-time rate for eight (8) 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 rate than his regular straight-time rate for the full day before and after a holiday will be paid such temporary rate for the holiday.
- (2) When a holiday falls on a regular day off and is not worked, for any employee affected the Company will either:
 - (i) Pay such employee for eight (8) hours at his regular straight-time rate for such holiday, or
 - (ii) Give such employee a day off on one of his regular scheduled days in the current or succeeding work week, and pay him for eight (8) hours at the regular straight-time rate he would have been paid if he had worked such scheduled day.

(c) All full-time employees required to work on any of the holidays as recognized in Article VI of the IBEW Master Agreement 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 times the regular straight-time rate and in addition

will receive the pay provided in Article VIII 8 (b) (1) or (2).

- (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 VIII 8 (b) (1) or (2).
- (3) In applying Section 8 (c)(1) and (2) to situations arising from the provisions of Section 8 (c)(2) of this Article VIII, 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.

(d) 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.

(e) An employee will not be paid holiday pay for any day for which he receives sick pay.

ARTICLE IX Premium Payments

Section 1. Shift Premium

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

- (1) Night Shift - where the majority of the scheduled hours worked are between 11:00 p.m. and 6:59 a.m.
- (2) Afternoon Shift - where the majority of the scheduled hours worked are between 3:00 p.m. and 10:59 p.m.
- (3) Day Shift - where the majority of the scheduled hours worked are between 7:00 a.m. and 2:59 p.m.

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

(c) 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.

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

(e) The Company will make the final decisions with respect to assignments to fixed or non-rotating shift schedules.

Section 2. Sunday Premium

(a) All employees, whose regular schedule includes calendar Sundays, shall receive a premium for all straight-time hours worked on such calendar Sunday. This premium is in addition to the employee's regular straight-time rate and any applicable shift premium, but this 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 X Vacations

Employees will be given their choice of vacation times as far as possible, subject to the work requirements of the department, availability of necessary substitutes and recognition of employees' seniority. Preference in vacation scheduling shall be based on Bargaining Unit seniority as provided in Article III, Section 4. 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.

ARTICLE XI
Meal Allowances

Section 1. Overtime Meal Allowance

- (a) An employee will be entitled to a \$13.00 meal allowance when he:
- (1) is called out to work or is held over 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., 6:00 a.m. to 8:00 a.m.; 11:30 a.m. to 1:00 p.m.; and 5:00 p.m. to 6:30 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) 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 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.
 - (7) When an employee is entitled to a meal and the Company provides the meal no meal allowance will be paid to the employee.

(b) When time to eat a meal is provided by the Company, such time shall not be deemed time worked.

Section 2. Travel Expenses, Per Diems

When employees are assigned to work which requires them to be away from home overnight, the Company will either (1) furnish a \$125.00 "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-six dollars (\$36.00)

per day if all meals are to be provided, or twenty-seven dollars (\$27.00) per day when the mid-shift (\$9.00) and evening meals are to be provided, or eighteen dollars (\$18.00) per day when the breakfast (\$9.00) 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 of 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, except when the Company invokes the Major Service Restoration provisions in Article V of the IBEW Master Agreement and work is performed outside of the American Electric Power System.

ARTICLE XII Working Conditions

Section 1. Absence Reporting

Employees who are unable to report for work shall, if possible, notify their supervisors at least one (1) hour before starting time of their day's work 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 2. Inclement Weather

(a) Employees are required during inclement weather to perform their normal duties; however, when in the judgment of the Company inclement weather prevents construction and maintenance employees from working on energized primary, except in emergencies, the Company will provide work indoors or outdoors at their regular rate of pay.

(b) During inclement weather the Supervisor of outside crews shall use all practicable and reasonable means to provide a satisfactory place for employees to store and eat their lunches.

Section 3. Temporary Work Assignment

An employee, who replaces or fills in as an employee on a job of a higher classification, and such replacement or fill-in is not a part of his regular work, and who fills the job of a higher classification continuously for one (1) hour or more shall be paid at the minimum rate of the higher job classification. In the event the employee's rate falls within the rate range of the higher

classification, the employee will receive the wage rate for the time step which is next above his present rate.

If an employee is temporarily assigned to a job of a lower classification, he shall continue to be paid his rate in his regular job classification for such temporary assignment.

Section 4. Regular Schedule Cancellation

An employee reporting for work who has not been notified not to report shall be permitted to work his regularly scheduled hours without loss of regular straight-time pay or shall be paid the equivalent thereof, except in the case of a major breakdown or a stoppage of work beyond the control of the Company.

Section 5. Safety Cooperation

The Union will cooperate with the Company in making safety rules and practices effective to reduce hazards and insure safe working conditions.

Section 6. Fleet Certification Fees

When a Fleet Technician registers to take a certification test or a re-certification test which is required by the Company, such as those given by the Fluid Power Society or the Automotive Service Excellence (ASE) organizations, the initial test registration fee and the initial periodic re-certification fees shall be paid by the Company. Fees for re-tests beyond the initial fee shall be paid by the employee.

Section 7. New or Changed Job Classifications

Should the Company during the term of this Local Agreement establish new job classifications or amend those now existing, the wage rates pertaining to such new or changed job classifications shall be established by the Company in proper relationship to other existing wage rates in the bargaining unit, and the Union shall be promptly notified of the new rates. Any rate so established may be challenged under the grievance and arbitration procedure.

ARTICLE XIII
Conclusion

Section 1. Duration

This Local Agreement, shall take effect at 12:01 a.m. on April 1, 2018 and remain in effect through March 31, 2021. This Local Agreement shall continue in full force and effect 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 Local Agreement.

Section 2. Coverage of Contract

The parties agree that the contract (meaning the IBEW Master Agreement and this Local Agreement) incorporates their full and complete understanding and that any prior written or oral agreements or practices are superseded by the terms of the 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 the Agreement.

The 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.

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____, 2018.

FOR THE COMPANY:

FOR THE UNION:

**Ohio Power Company
AEP Service Corporation**

**Unit No. 2 of Local Union No.
1466, International Brotherhood
of Electrical Workers, AFL-CIO**

By: _____ By: _____

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