

AGREEMENT

between

DOMINION VIRGINIA POWER
DOMINION NORTH CAROLINA POWER
DOMINION GENERATION

and

LOCAL UNION
50

of the

INTERNATIONAL BROTHERHOOD
of
ELECTRICAL WORKERS

EFFECTIVE May 17, 2007

AGREEMENT

between

DOMINION VIRGINIA POWER
DOMINION NORTH CAROLINA POWER
DOMINION GENERATION

and

LOCAL UNION
50

of the

INTERNATIONAL BROTHERHOOD
of
ELECTRICAL WORKERS

EFFECTIVE May 17, 2007

AGREEMENT

TABLE OF CONTENTS

Article	Title	Page No.
I	Recognition and Representation	
II	Union Security	
III	Bulletin Board	
IV	Leaves of Absence for Brotherhood Business	
V	Strikes and Lockouts	
VI	Grievances and Arbitration	
VII	Management	
VIII	Contracting Work	
IX	Medical Examination	
X	War Emergency	
XI	Seniority	
XII	Court Attendance	
XIII	Expenses	
XIV	Sick Leave	
XV	Vacations	
XVI	Holidays	
XVII	Wages	
XVIII	Hours of Work and Overtime	

XIX Safety

XX Benefits

XXI Nondiscrimination

XXII Term of Agreement

Schedule "A" Wage Rates

Grievance Forms, A, B, C and D

Subject Index

AGREEMENT

between

VIRGINIA ELECTRIC AND POWER COMPANY

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

2007

This Agreement, made and entered into this 17th day of May, 2007, by and between Virginia Electric and Power Company, a corporation organized and doing business under the laws of the Commonwealth of Virginia, its successors and assigns, hereinafter called "Company," and Local Union 50 of the International Brotherhood of Electrical Workers, hereinafter called "Brotherhood."

WITNESSETH:

It is the purpose of the parties hereto that, through the provisions and procedures provided by this Agreement, there be promoted and preserved a just and amicable relationship between the Company and the Brotherhood to the end that there be no voluntary cessation of work or preventable interruption or diminution of service, and that the public, the Company and the employees shall be guarded against unnecessary loss, inconvenience or hazard.

Now, therefore, the parties hereto contract and agree as follows:

ARTICLE I

Recognition and Representation

Section 1. The Company hereby recognizes the Brotherhood as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment of employees in the following Bargaining Unit; all employees of the Company in the Electric Departments, all storeroom laborers, servicemen, assistant storekeepers, and truck drivers in the General Departments, building maintenance employees who service buildings primarily set aside for the use of manual employees in the Electric General Departments, and all employees in the System Transportation Department, including watchmen, all plant clerks, line clerks, electric servicemen dispatchers, collectors, collectors, jr., meter readers and collectors, and meter readers, special temporary employees and temporary employees who have been employed six (6) months or more but excluding all other employees in the General Departments, all pensioned workers, pensioners, deputized guards, draftsmen and their assistants, professional, consulting, distribution, estimating, and sales engineers, scientific and technical employees, chemists, confidential secretaries, confidential clerks, all office and clerical employees, janitors and maids in general offices, part-time employees, temporary employees who have been employed for less than six (6) months, working foremen and all supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action.

If in any proceeding before the National Labor Relations Board the Brotherhood alleges that any employees excluded from the above unit as supervisory employees are not supervisory employees under the applicable law and should be included in the above unit, this Agreement shall not bar or prejudice such contention.

Section 2. The Brotherhood has designated, and the Company recognizes, Local Union 50 of International Brotherhood of Electrical Workers, on the properties of the Company as the negotiating agent for this Agreement.

Section 3. The term "employee" or "employees" as hereinafter used in this Agreement shall refer to an employee or employees of Virginia Electric and Power Company in the Bargaining Unit as in Section 1 of this Article I defined. This Agreement covers employees in the following classifications: all employees of the Company in the Electric Departments, all storeroom laborers, servicemen, assistant storekeepers, and truck drivers in the General Departments, building maintenance employees who service buildings primarily set aside for the use of manual employees in the Electric and General Departments, and all employees in the System Transportation Department, including watchmen, all plant clerks, line clerks, electric servicemen dispatchers, collectors, collectors, jr., meter readers and collectors, and meter readers, special temporary employees and temporary employees who have been employed six (6) months or more.

Section 4. When an applicant is hired to fill a regular assignment with the Company, he shall be placed on probation for six (6) months and during the said six (6) months period the terms of this Agreement, except as to hours of labor and rates of pay, shall not apply to him.

ARTICLE II

Union Security

Section 1. The parties hereto agree that employees shall have the right to join in, or refuse to join in, Union activity, without interference or intimidation on the part of the Company, or coercion or intimidation on the part of the Brotherhood.

Section 2. The Company agrees to accept a written order, in form acceptable to the Company, signed by any employee who is a member of the Brotherhood, authorizing the Company to deduct from his wages each month, the amount of his monthly dues for membership in the Brotherhood, as specified in such order and to pay such amount over to Local Union 50. Each such authorization may be revoked by such employee during the period March 16th through March 31st of each contract year, and provided further that deduction cards signed before the effective date of this Agreement shall be deemed modified to provide revocation during the March 16th through March 31st period each contract year.

Section 3. If any persons in classifications excluded from the Bargaining Unit as supervisory classifications under the provisions of Article I are or become members of the Brotherhood, the Company will not discriminate against such persons merely because of such membership or because of Union activities prior to the date of this Agreement or because of Union activities while members of the Bargaining Unit; however, preference or discipline in employment of supervisory employees because of any future Union activity or Union obligations inconsistent in the Company's opinion with supervisory obligations or functions are not limited hereby. No action of the Company shall be made subject to grievance procedure or litigation under this Section and its judgment as to appointment, employment, and discipline of supervisory personnel excluded from the Bargaining Unit shall be conclusive.

ARTICLE III

Bulletin Board

The Company agrees to permit the Brotherhood to place in each reporting room or other suitable location a bulletin board for the exclusive use by the Brotherhood in connection with the posting of appropriate notices concerning Brotherhood business.

ARTICLE IV

Leaves of Absence for Brotherhood Business

Section 1. Any employee who is or may be appointed or elected to an office in the Local Union or the International Brotherhood of Electrical Workers requiring his absence from duty with the Company, shall for the period for which elected or appointed continue to accumulate seniority with the Company throughout such term of office and shall upon termination of his duties, within the above period, be reinstated to his former position including all his seniority rights provided that his qualifications are at least equal to those previously required. It is understood that when such an employee returns to work, the regular rules of seniority will prevail for those employees below him on the seniority list.

Section 2. Such employee while on leave of absence from duty with the Company may continue to carry the amount of Metropolitan group life insurance, group hospitalization insurance and group dental plan coverage, for which he is covered at the time his leave of absence begins. He may also continue his participation in the Retirement Plan covered by Equitable Life Assurance Society of the United States contract. Participation in the above group coverage and Retirement Plan is subject to the payment monthly in advance to Virginia Electric and Power Company by such employee of the full cost of such coverage.

ARTICLE V

Strikes And Lockouts

Section 1. The Brotherhood, Local Union 50, and its members individually and collectively agree that they will not call, encourage, or engage in any strike, slowdown or other interruption of work during the period of this Agreement or any extension or renewal hereof. The Company on its part agrees that there shall be no lockout during the period of this Agreement or any extension or renewal hereof, it being the desire of both parties hereto to provide an uninterrupted and continuous service to the public.

Section 2. The Brotherhood's International organization will not be liable in damages for a strike or any violation of Section 1 if it does not authorize, encourage, or aid the same and uses all reasonable means within its power to prevent and end it.

Section 3. Local Union 50, which complies with Section 1 will not be liable for damages for a violation thereof by some other Local Union or Local Unions.

Section 4. Each employee agrees that he will not engage in a strike, slowdown or other interruption of work during the period of this Agreement or any renewal hereof and any violation of this Section will be grounds for discipline or discharge and such discipline or discharge will not be reviewable under the grievance procedure except on the question whether such violation occurred.

ARTICLE VI

Grievances and Arbitration

Section 1. Grievances: Should any dispute or difference arise between the Company and the Brotherhood or any employee or employees as to the interpretation or application or violation of any of the express provisions of this Agreement, or as to any alleged unjust supervisory conduct which causes an employee to be disciplined or lose his job, such grievance shall be handled in accordance with the grievance and arbitration procedures, provided that no grievance by an employee or employees will be considered which is more than twenty (20) days old. In an instance when the employee and Local Union 50 can show that they had no knowledge of the violation, the Brotherhood may bring such grievance within twenty (20) days of the date Local Union 50 first learned of the violation provided no grievance will be considered which is more than thirty (30) days old.

By Employee, Employees or the Brotherhood

Step A. All grievances shall be presented orally or in writing to the immediate supervisor concerned, whereupon if no satisfactory adjustment be made within five (5) days of such presentation, the dispute or difference may, within the next ten (10) days, be referred, in writing to

Step B. The authorized representative or representatives of the Brotherhood and the District Manager, Station Manager or System Department Head or their authorized representatives; within five (5) days thereafter these parties shall meet for the purpose of adjusting the grievance and within five (5) days after such meeting the District Manager, Station Manager or System Department Head or their authorized representative will give to the Brotherhood his decision, in writing, and, if not settled, then within fourteen (14) days thereafter the matter may be referred, in writing to

Step C. The authorized representative or representatives of the Brotherhood and the President of the Company, or his authorized representative; within ten (10) days thereafter these

parties shall meet for the purpose of adjusting the grievance. The President of the Company, or his authorized representative or representatives shall, within fifteen (15) days of said meeting mail to the Brotherhood a written decision of the grievance. Any of the periods within which any of the acts required in this Article VI are to be performed may be extended by written mutual consent of the parties. Written presentation of grievances and decisions as herein provided for shall set forth, on forms provided, copies of which are attached hereto as Exhibits A, B, C, and D, respectively, the following:

- (a) The Brotherhood's or the Company's position with respect to said grievance.
- (b) A statement of the reasons and facts in support of its position.
- (c) The Section or Sections of this Agreement, relied upon in reaching such position.

In computing the time within which the acts herein are required to be performed, Saturdays, Sundays and Holidays shall be excluded.

If any of the time periods within which a meeting or answer is required to be held or given are not complied with and no extension of such time period has been agreed to, then the grievance may within five (5) days after the expiration of the time set for holding such meeting or giving such answer be referred to the next step in the grievance procedure.

Section 2. Arbitration: If a mutually satisfactory settlement of any such grievance is not otherwise reached through the above procedure, the same may be referred to arbitration within thirty (30) days of receipt of the decision of the President of the Company, or his authorized representative or representatives. The arbitrators appointed, as hereinafter provided, shall have no power to add to or take from or modify the express terms of the Agreement. Should the time limits of fourteen (14) days in Section 1, Step "B" and/or thirty (30) days herein not be complied with, the time, in excess of fourteen (14) days, and/or thirty (30) days, as the case may be, shall be subtracted in computing any monetary awards hereunder.

In the event a grievance is referred to arbitration, the following procedure shall be observed:

First: Such grievance shall be submitted by or on behalf of the aggrieved for determination by a board of arbitration composed of five persons - two to be chosen by the Company and two to be chosen by the Brotherhood and a fifth disinterested arbitrator to be selected as hereinafter provided.

Second: The four arbitrators already chosen shall select a fifth disinterested arbitrator or, if necessary, such fifth arbitrator shall be selected as hereinafter provided. The findings

of the majority of said board of arbitration shall be final and binding on the Company, the Brotherhood and the aggrieved employee or employees. In case the four arbitrators first chosen shall fail to select a fifth arbitrator, as above provided, then

Third: Either party may request the Federal Mediation and Conciliation Service to submit to the four member board a list of nine arbitrators approved by that agency. The Company members and the Union members shall each have the right to strike four names from such list. The parties shall, within fifteen (15) days from the receipt of the list of nine arbitrators, meet for the purpose of striking names. The parties shall alternate in the striking of names, the Union members exercising the first strike. The person whose name remains on the list shall be designated as the fifth member of the arbitration board.

Fourth: Each of the parties shall bear the expense of providing its own arbitrators and the parties hereto shall jointly bear the expense of providing the fifth arbitrator.

Fifth: In grievances submitted to arbitration involving the discharge of an employee, the party requesting the list of arbitrators shall do so within ten (10) days of the date the grievance is referred to arbitration; the parties shall select an arbitrator within fifteen (15) days after receipt of the list from the Federal Mediation and Conciliation Service and shall schedule the arbitration hearing for a date within forty (40) days after the arbitrator is selected.

Sixth: Upon receipt of a draft award from the fifth disinterested arbitrator, if either the Company arbitrators or the Brotherhood arbitrators wish to convene an Executive Session of the board of arbitration to discuss the draft award, they must do so within ten (10) days of receipt of the draft award. The board members requesting such an Executive Session, however, must be available to attend the Executive Session on the first date offered by the fifth arbitrator at the location of the hearing. Failure to request an Executive Session within ten (10) days of receipt of the draft award or failure to be available on the first date offered for the Executive Session shall cause the draft award to become final and binding upon execution by a majority of the board of arbitration.

Section 3. Time Lost: If in any step prior to arbitration, meetings between the aggrieved employee and his representatives and the representatives of the Company are mutually arranged, employees affected shall not lose their pay for scheduled time lost because of attending such meeting. In the event an aggrieved employee and his representatives employed by the Company are required by the Company to leave their normal working area in the handling of a grievance and such grievance is determined to be well founded, the Company will reimburse the employee and his said representatives (not in excess of three persons including such employee) for their reasonable expenses incurred in connection therewith.

Section 4. Reinstatement of Employee: If it is determined by any of the procedures contained in this Article VI that an employee has been suspended or discharged without just cause, such employee shall be reinstated to his former position with full pay for time lost due to

such suspension or discharge: or shall be paid such other amount as may be agreed upon or determined to be fair and just, and shall suffer no loss of seniority.

Section 5. When any matter has been submitted to the grievance procedure, such matter shall thereafter be handled only through the grievance procedure.

Section 6. The authorized representative or representatives of the Brotherhood who are employees and/or the Business Manager of Local Union 50 may discuss with the District Manager or Station Manager, general matters pertaining to the interpretation or administration of any terms of this Agreement without having to resort to prior steps in the grievance procedure.

ARTICLE VII

Management

Section 1. Subject to the provisions of this Agreement, the Company will exercise exclusive right to set its policy; to manage its business in the light of experience, good business judgment and changing conditions; to determine the qualifications for and to select its managerial and supervisory forces and other employees; to promote or demote employees, to determine the number of employees it will retain in its service at any time during the life of this Agreement; to make reasonable rules and regulations governing the operation of its business and the conduct of its employees; to enforce discipline for violation of rules and other misconduct; to suspend or discharge employees for just cause; and to determine the qualifications for and to hire new employees. The Company shall have the exclusive right to determine the duties of each job classification.

Section 2. The parties agree that work of the character now being performed by supervisors shall not be expanded in such manner as to broaden the scope of supervisory work to the end of decreasing the amount of work available to employees covered by this Agreement.

The Company agrees to confine the headquarters of Local Supervisors to areas other than those included within the physical boundaries of the former Virginia Public Service Company.

The Company agrees that, in principle (except in emergencies or for the purpose of instruction or training) supervisory employees should not perform manual work that properly belongs to employees covered by this Agreement to such extent as to take work away from employees covered by this Agreement or deprive them of proper training.

Grievances under this Section 2 can be initiated only by Local Union 50.

Section 3. Any employee who may be suspended or discharged shall, when he so

requests, be advised promptly in writing by the Company of the reason or reasons for such suspension or discharge and a copy of such statement shall be furnished to Local Union 50.

Section 4. It is agreed that the employees may choose their places of residence, without hindrance by the Company, but the parties hereto recognize that, because of the nature of the service rendered, employees should be available and accessible in times of emergency.

ARTICLE VIII

Contracting Work

The Company represents that, in general, it is its policy to maintain in its employment a sufficient force of regular employees to take care of its normal volume of work and, accordingly, no work of the type ordinarily and customarily performed by regular employees shall be contracted out in any District or Plant if it can be shown that regular qualified and available forces, who would ordinarily and customarily do that particular job in that District or Plant, can complete the job within the required time without undue cost to the Company.

When in the Company's judgment regular employees, in a given District or Plant, who would ordinarily and customarily do the work, cannot perform a particular job in the time required without undue cost to the Company, the Company may contract out the job. If, thereafter, Local Union 50 can show that regular employees, who would ordinarily and customarily perform such job, can complete it within the required time without undue cost to the Company, the Company will thereupon give that work, which has been contracted out, to its regular employees. When requested by Local Union 50 the Company will furnish the facts on which it based its decision to contract out work. When there is a difference of opinion between the Brotherhood and the Company as to the propriety of contracting out work, the difference may be settled in accordance with Article VI.

Emergency maintenance work caused by fire, flood, storm or other major difficulty shall not be subject to the provisions of this Article.

Contractors employed under the provision of this Article shall be requested to give preference in employment to persons previously laid off by the Company because of reduction in working forces and who are qualified to do the work thus contracted out.

Other factors being substantially equal, contractors who employ members of the I.B.E.W. will be given preferred consideration when the Company contracts for work to be done.

ARTICLE IX

Medical Examination

Section 1. The Company reserves the right to arrange at its own expense for medical examinations of any employee at any time for the purpose of determining the fitness of the employee to continue in his position. In the event of such examination, a doctor designated by the employee shall be furnished with a copy of the medical examination of such employee.

Section 2. Whenever in the opinion of the Company's Medical Director there is a question as to an employee's physical or mental fitness to continue in or return to either his regular position or any other position, the Medical Director may request (in writing) such employee to authorize and such employee will authorize his own doctor (or doctors), if any, to furnish the Company's Medical Director with any available medical information which the employee's doctor (or doctors) already has. Authorization forms shall be mailed to the employee's home address. The employee will not be penalized if his doctor (or doctors) refuses to furnish such information even though authorized to do so, provided the Company's Medical Director is given a copy of the said written authorization.

Section 3. The Company will try, as heretofore, to furnish employment, for which they are fitted, to employees who have become unfit to continue to perform their regular duties.

ARTICLE X

War Emergency

Section 1. Employees who are now in the service of the United States and who, by virtue of any law, are entitled to reemployment rights, and employees who hereafter enter the service of the United States and are by law entitled to reemployment rights, will be considered as being on leave of absence or furlough and shall, during said leave of absence, continue to accumulate seniority for the purpose of this Agreement.

Section 2. Any employee qualifying under Section 1 who exercises his reemployment rights in accordance with the terms of the applicable laws and who is still qualified to perform his duties shall, unless the Company's circumstances have so changed as to make it impossible or unreasonable for the Company to do so, be reinstated by the Company to his former position or a position of like seniority, status, and pay. If promotions have been made during the absence of such employee in the service of the United States to which promotion such employee would have been eligible, he will be granted a period of three months immediately after his reinstatement in which to qualify for such promotions. If at any time during the said three-month period he becomes qualified, he will be given the job to which he would have been promoted provided his seniority and competency entitled him thereto.

Section 3. An employee who by reason of war emergency has been or is required

to transfer from one department to another, shall continue to accumulate his seniority in the Department from which he was or is transferred unless and until he has chosen or chooses to exercise job seniority in the department for purposes of promotion. If the employee does not exercise such seniority, but returns to his Department, he shall be accorded the rights given in Section 2 to reinstated employees.

Section 4. An employee called, prior to induction or prior to return to active duty, for physical examination for Military Service will be paid at his straight time rate for the time necessarily lost from his normal working schedule to take such examination.

Section 5. An employee, who does not use earned vacation during the Annual Training Duty or weekend reserve duty (for those scheduled to work that weekend), will be paid a supplement by the Company equal to the difference between the employee's base military pay and the regular straight time wage the employee would have earned had the employee worked for the Company during the above duty (maximum of fifteen [15] working days per year). In addition, the Company shall allow employees unpaid time off for training and/or duty (maximum of twenty [20] additional working days per year).

ARTICLE XI

Seniority

Section 1. Definitions

The following definitions shall apply to the language of this Article XI:

A. Service

Length of continuous employment in the Company or its predecessor companies shall be "service."

B. Seniority

Length of continuous regular assignment in a job classification within a Department shall be "seniority," (except as otherwise provided in Article IV, Section 1; Article X; Article XI, Sections 2, 5B, 6, and 8.)

C. Single Job Classification

Where one or more job classifications are grouped into one step in a promotional series as shown on a Promotion Chart hereinafter provided for, such group shall be considered as a single job classification for the purposes of this Article XI.

D. Department

For the purpose of this Article, the Company shall be divided into the following
Departments:

Electric Production Departments

Nuclear Production Division

1. North Anna
2. Surry

Fossil & Hydro Production Division

1. Bath County
2. Bremo
3. Chesapeake Energy Center
4. Chesterfield
5. Clover
6. Cushaw
7. Mt. Storm
8. Possum Point
9. Roanoke-Gaston
10. Yorktown

System Departments

1. System Combustion Turbine

Electric Construction and Operations Departments

Districts:

Central Division

1. East Richmond
2. Gloucester
3. Midlothian
4. Northern Neck
5. Petersburg
6. Richmond
7. Altavista
8. Farmville

9. South Boston
10. Southside
11. Division Operations and Construction

Eastern Division / North Carolina Power

12. Chesapeake
13. Norfolk
14. Peninsula
15. Chuckatuck
16. Virginia Beach
17. Williamsburg
18. Ahoskie
19. Albemarle
20. Elizabeth City
21. Outer Banks
22. Roanoke
23. Division Operations and Construction

Northern Division / Western Division

24. Alexandria-Arlington
25. Fairfax
26. Fredericksburg
27. Herndon
28. Leesburg
29. Springfield
30. Warrenton
31. Woodbridge
32. Charlottesville
33. Orange
34. Rockbridge - Alleghany
35. Shenandoah
36. Blue Ridge
37. Division Operations and Construction

System Departments

38. Materials & Metering Services
39. System Commercial Operations Stores
40. System Transportation
41. Transmission Engineering & Operations

E. Locality

For the purpose of this Article XI, a Locality shall be the employee's regular place of assembly, except in instances of satellite places of assembly which shall be considered as in the Locality of his headquarters.

F. Line of Promotion Chart

A "Line of Promotion Chart" for each Department shall be adopted. The chart shall be mutually satisfactory to Local Union 50 and the Company, and shall show the promotional series in each line of promotion covered by this Agreement from the entrance job classification to the higher job classifications. It is recognized that some job classifications covered by this Agreement are not related to any other job classifications, and these may be shown as individual job classifications. It is mutually agreed that certain other job classifications, although related to the job classifications shown in the direct line of a promotional series, are such that training within these job classifications is not essential to qualify for promotion to a higher job classification; and these certain other job classifications may be shown by mutual agreement as offsets to the direct line of a promotional series. The current Promotion Chart shall be used for the application of the seniority rules as set forth in this Article until new charts shall be adopted and approved on behalf of Local Union 50, by the President of and on behalf of the Company by an authorized Officer of the Company.

G. Promotion

A promotion shall be considered as a change, other than a temporary assignment, from one job classification to a job classification carrying a higher scheduled maximum rate of pay or to a higher job classification in a line of promotion as shown on the Promotion Chart.

H. Demotion

A demotion shall be considered as a change, other than a temporary assignment, from one job classification to a job classification carrying a lower scheduled maximum rate of pay or to a lower job classification in a line of promotion as shown on the Promotion Chart.

I. Transfer

A transfer shall be considered as a change, other than a temporary assignment, within a Department or between Departments without any change in job classification or from one job classification to another job classification carrying the same scheduled maximum rate of pay.

J. Temporary Assignment

Temporary Assignments are temporary changes in job classifications under which the employee so assigned receives no permanent advantage in seniority. The pay rates of the

employee so temporarily assigned are specified in Article XVII, Sections 5, 7, and 10.

Section 2. Determination and Termination

A. Service and seniority shall be determined from the Company's records and shall be extinguished by layoffs in excess of twenty-four (24) consecutive months, by voluntary severance of employment, by discharge or release for just cause and may be extinguished by leaves of absence amounting to an aggregate of six (6) months within any two-year period, except as provided in Articles IV and X hereof.

B. Employees acquired from employers, whose properties become a part of the Company, shall be given seniority for continuous service with such employer in jobs comparable to those covered by this Agreement.

C. If two or more employees have the same seniority, then the order of their seniority in the particular job classification shall be determined by their service.

D. A temporary assignment shall not be counted for seniority purposes in the job classification to which the employee is temporarily assigned. Time on temporary assignment shall be counted in that job classification to which the employee is regularly assigned.

E. When an employee is awarded a job classification, appropriate seniority changes shall become effective the date of such award. Payroll changes shall become effective as of the date an employee is regularly assigned to the job classification.

Section 3. Information

A. The Company agrees to post annually and simultaneously in accessible places in each Department the Seniority List as of April 1, covering the employees of such Department. A copy of the list will be sent to the Local Union 50. Such list shall show by job classification the following: (1) employee's name, (2) seniority, (3) service. The Company will notify Local Union 50 of all changes in status and location of employees and the name, address, employment date, classification, and location of new employees. The Company will supply to the Brotherhood once each year the names and addresses of employees covered by this Agreement.

B. When a job classification is awarded under Section 4, all applicants, employees bypassed and Local Union 50 will be advised by the District Manager, Station Manager, or System Department Head as to whom was selected.

Section 4. Preference in Promotions, Demotions and Transfers

A. In Line of Promotion

1. Promotion

The parties hereto agree that the promotion of employees shall be in accordance with the lines of promotion as shown on the applicable "Line of Promotion Chart", and that consideration shall be given to the fitness, ability, efficiency, and other qualifications of available employees as determined from the records and knowledge of the Company. Where such qualifications are deemed adequate by the Company, seniority and the appropriate Promotion Chart shall govern the selection of employees for such promotions, except that the

seniority of an employee in a job classification shown as an offset job classification in a promotional series as provided in Section 1 of this Article XI shall not prevail over that of an employee in the next lower job classification in the direct line of a promotional series, or any intervening offset job classifications, when his combined length of continuous employment in: (a) the offset job classifications, plus (b) in any intervening offset job classification, plus (c) in the next lower job classification in the direct line of a promotional series, is less than the seniority of the other employee in the next lower job classification in the direct line of a promotional series, or any intervening offset job classification.

2. Transfers

An employee who bids for a vacancy in his job classification (or single job classification) in another Locality in his Department shall be given preference over all other employees in his promotional series except those with greater seniority in his job classification or an employee exercising his right under Section 5, Subsections B-2 and B-5 of this Article XI.

An employee in the System Maintenance Department shall not transfer within one year of assignment to that Department, nor shall he transfer within one year after any transfer while assigned to that Department. An employee assigned to the System Maintenance Department on April 1, 1985 shall be allowed to make one transfer within that department before the above provisions will apply to that employee.

3. Opportunity to Qualify

The senior employee, subject to the exception as provided in Section 4A-1 of this Article XI, in any job classification in a promotional series shall be given an opportunity to qualify himself for a job in his Locality in the next higher job classification in the direct line of his promotional series. The Company will endeavor to train employees in accordance with their seniority where practicable.

4. Temporary Assignment

When a temporary assignment is to be made to a higher job classification except for training purposes, the senior qualified employee in the next lower job classification in the

promotional series available in the Locality or on the shift in a Power Station will receive such assignment provided the assignment is subject to temporary assignment pay.

In the event no qualified employee wishes to accept the temporary assignment, the selection shall be made on the basis of “inverted seniority”/ “equal opportunity” method among the qualified employees. This method shall also be used for temporary assignment outside of employees’ “line of promotion.” This paragraph shall only apply to Electric Transmission and Distribution.

B. Entrance Job Vacancy

Notice of a vacancy in an entrance job covered by this Agreement will be posted in the Locality involved, on appropriate bulletin boards as soon as it has been determined that a vacancy exists. This notice shall remain on such bulletin boards for at least forty-eight (48) hours exclusive of Saturday and Sunday. This shall be the only notice posted of such entrance job. A copy of such notice shall be sent to Local Union 50 at the same time as the posting is made.

C. Other Than Entrance Job - Vacancy

1. Notice of a vacancy, other than an entrance job classification, covered by this Agreement will be posted within all Departments, on appropriate bulletin boards, as soon as the job classification is determined to be vacant, advising employees of the kind and location of the job classification that is vacant and giving employees ten (10) calendar days to notify the appropriate District Manager, Station Manager or System Department Head in writing of their desire for that job classification. A copy of such notice shall be sent to Local Union 50. Employees who do not make application within the ten (10) calendar day period shall have no grievance.

2. No posting of a notice of vacancy will be made where all employees in a Department are working in the same Locality and the vacancy is to be filled by an employee in the appropriate promotional series.

3. In order to have a right to the vacancy, an employee must be qualified in the judgment of the Company to perform the duties of the vacancy; and if there is more than one such qualified applicant, the Company will give preference to the applicants in the following order: (1) From the promotional series, (2) From the Department, (3) From the Division, and (4) From the rest of the Company. Where the applicants are outside the promotional series, the qualified applicant with the greatest service will be selected.

D. When Job Not Filled Under the Procedure of C

In the event there are no qualified employee applicants for an other than entrance job vacancy, the Company may fill such vacancy and notify Local Union 50 of the person selected.

In the event no person is selected within sixty (60) calendar days from the ending date of the posting and the Company determines that such vacancy is to be filled, it will be reposted and filled under the procedure of C above.

Section 5. Rights Under Reduction in Forces

A. In case it is necessary to reduce the number of employees in any job classification, employees in such job classification in the Locality having the excess number of employees, who are lowest on the Seniority Lists, may:

1. Accept transfer to the Locality within his Department where the employee in his job classification with the least seniority is located; or

2. Accept demotion to a lower job classification in his promotional series in the Locality in which he is working, in accordance with the Promotional Chart except that an employee working in a Locality where no other employee is located may accept a demotion back to the Locality from which he was promoted or transferred; or

3. Accept demotion to any lower job classification which he is qualified to fill in any promotional series in his Department in the Locality in which he is working, providing there is an employee having less service in the lower job classification; or

4. Accept a lay-off.

5. If any such demotions or transfers necessitate a movement from the lowest job classification in any promotional series as exhibited on the Promotional Chart, the employee with the least service in or being reduced to such lowest job classification shall move first. When there are no employees in the lowest job classification in a line of promotion, the employee or employees in the job classification next above the lowest job classification will be considered to be in the lowest job classification for the purpose of determining the order of movement out of the line of promotion.

6. When an employee having five (5) or more years of service has exhausted the rights reserved to him under Subsections 1 and 2 above and such employee does not wish at that time to exercise his rights under 3 or 4 above, the Company will determine from its records the locations in which employees, who have less than five (5) years of service, are working in the same job classification in which he is working, or a lower job classification in a comparable promotional series in which he has worked that is not higher than his present job classification, or a job classification the composition of which in the judgment of the Company is essentially the same as the work he is performing; then the Company will offer that employee the highest paid job classification to which he is then entitled at the location in which the employee with the least service of those having less than five (5) years of service in the job classification is located, provided in the judgment of the Company he is qualified, and will also offer him the highest paid of (1) a vacancy in an entrance job classification which the Company selects, and (2) an entrance job classification over

an employee having less than five (5) years of service which the Company selects.

7. When an employee having six (6) months or more of service and less than five (5) years' service has exhausted the rights reserved for him in Subsections 1, 2, and 3 of this Section 5A and is left with no option other than to accept a lay-off, the Company will prior to such lay-off, offer employment, in a job classification selected by it which has a vacancy or, over an employee who has less than six (6) months of service, provided the employee is qualified.

8. The employee or employees with less than five (5) years of service displaced in the application of Subsections 6 and 7 above shall not use the general application of "seniority" to displace any person or persons with over five (5) years of service regardless of any other language in this Agreement.

B. Exceptions to Article XI, Section 1B on Account of Reduction in Forces

1. Where the phrase "shall retain all his previous seniority" appears in this Subsection 5B, it shall be interpreted to mean that the employee to whom it refers shall retain, for the period of time shown, all rights he held in his former job classification at the time of his change but he can exercise such rights only after returning to such former job classification in that department except as provided in Section 5B-5 of this Article XI.

2. An employee who accepts a transfer in his promotional series within his Department in order to preserve his employment shall be entitled to fill only the first vacancy occurring in his job classification in the Location from which he transferred.

3. An employee who accepts a transfer in the same job classification to another Department in order to preserve his employment shall retain all his previous seniority for a period of two (2) years from the date of such transfer and shall carry with him the seniority accumulated in the job classification from which he transferred. An employee who accepts a demotion to a lower job classification in a corresponding line of promotion, in another Department or Division in order to preserve his employment, shall for the purpose of this Section 5B-3 be considered as being transferred to such job classification and shall carry with him his combined seniority in any higher job classification in his line of promotion, plus his seniority in the lower job classification from which he transferred.

4. An employee who accepts a transfer to another job classification in order to preserve his employment shall retain all his previous seniority for a period of two (2) years from the date of such transfer.

5. An employee who accepts a demotion in his promotional series in order to preserve his employment, shall retain all his previous seniority and his seniority in the lower job classification shall be based on the total of the time served previously in that job classification plus

the time served in any higher job classification in his promotional series. For the purpose of promotion or temporary assignment in his promotional series, his seniority shall transcend for a period of two (2) years the seniority of all other employees who were below his job classification in his promotional series, or had less seniority in the job classification from which he was demoted.

6. An employee who accepts a demotion, not in his promotional series, in order to preserve his employment, shall retain all his previous seniority for a period of two (2) years from the date of such demotion.

7. If an employee accepts a lay-off, he shall retain all seniority at the time of his lay-off for a period of two (2) years from the date of such lay-off.

8. An employee who accepts a promotion to an entrance job classification in any Department, in order to preserve his employment, shall retain all his previous seniority for a period of two (2) years from the date of such promotion.

Section 6. Special Consideration in Certain Cases of Disqualification

A. If within the sixty-day period immediately following a promotion, it is decided either by the Company or by the employee that he is not qualified to perform the work of the new job classification, the employee will be demoted back to his former job classification and shall have included in his seniority in his former job classification time spent in the higher job classification.

An employee entering a development program from another promotional series who fails to progress beyond the step in which he enters within the time specified for that step shall be returned to his former job classification and shall have included in his seniority in his former job classification time spent in the step in which he entered the program.

B. Any employee of the Company covered by this Agreement who is injured while on duty shall continue to accumulate seniority and service during his absence due to such injury, and shall be reinstated, upon recovery, to his former job with full seniority rights, provided he is, in the judgment of the Company, physically and mentally qualified to do the work. If, by reason of the circumstances noted above and it is found that under Article XIV, Section 2 of this Agreement that the injury in line of duty was not due to the employee's misconduct or violation of rules, and such employee cannot be reinstated to his old job, he will be awarded such job classification as is available to him under Section 5 of this Article XI, and for which he is in the judgment of the Company physically, mentally, and otherwise qualified to perform and, if the job classification is a lower paid job classification, his pay shall be reduced ten (10) cents per hour and reduced further ten (10) cents per hour at the end of each succeeding four (4) months period until he has been reduced to the highest rate of pay for his new job classification or to 80% of his rate in the job classification from which and at the time he was demoted whichever is the higher. If such employee has at least

five (5) years of service he shall suffer no reduction in pay as formulated above. He shall continue to accumulate seniority in his former job classification and shall be reinstated, upon recovery, to his former job classification, provided he is physically and mentally qualified, in the judgment of the Company, to do the work.

An employee unable to accept a promotion, to which he would be entitled by reason of Article XI, Section 4, on account of disability resulting from an on-duty accident, not his fault, shall when sufficiently recovered therefrom in the judgment of the Company's Medical Director to accept such promotion, if within three (3) months thereafter he can qualify, be given the promotion provided he returns to work within one (1) year of the date of such accident and is physically able to accept the promotion within one (1) year after his return to work.

C. Except as covered by B and D of this Section, an employee who, in the judgment of the Company, can no longer perform the duties of his job classification because of physical or mental disability as the result of injury or illness, may be reduced to such job as is available to him under Section 5 of this Article XI and for which he is physically, mentally, and otherwise qualified in the judgment of the Company. He shall continue to accumulate seniority in his former job classification and shall be reinstated, upon recovery, to his former job classification, provided he is physically and mentally qualified, in the judgment of the Company, to do the work.

D. An employee, who has rendered long and faithful service and who is no longer physically able to satisfactorily perform the requirements of his job classification, will not be laid off as long as he can and does perform the requirements of, (1) a lower job classification in his promotional series, or (2) the highest job classification outside his promotional series then being performed by an employee with less service in his Locality.

If the acceptance of any such assignment creates an excess number of employees in this new job classification, the other employees in that job classification shall be governed by the provisions of Section 5 of this Article XI.

E. The seniority of an employee demoted under these Subsections B, C, and D to a lower job classification in his promotional series shall be based on the total of the time served previously in that job classification plus the time served in any higher job classifications in his promotional series.

F. If any employee becomes disqualified to perform the duties of his job classification for reasons other than those in Subsections A, B, C, and D of this Section 6, or elects to be demoted, such employee may be demoted to the highest job classification in his promotional series which he is qualified to fill in the following manner:

1. The job classification from which the employee is to be demoted shall be posted and awarded in accordance with the regular seniority provisions.

2. The employee who is to be demoted shall be demoted to the job classification and the Locality left vacant by the awarding of the job in "1" above.

In the event the employee who is to be demoted is not to be demoted to the next lower job classification in his promotional series and who is to be demoted to some other lower job classification in his promotional series, all intervening job classifications shall be posted and awarded in accordance with "1" above. His seniority shall be the date of regular assignment to the job classification to which he is demoted.

Section 7. Original Force Requirements

In filling original force requirements in a new Department, the regular rules of seniority shall apply. However, in establishing the original Seniority List of employees recruited in filling original force requirements, all of such employees shall be considered as being simultaneously assigned to the job classification involved as of the date of beginning of operation of the new Department.

Section 8. General Rules

A. 1. If employees laid off in accordance with Section 5A of this Article XI are to be recalled, they shall be recalled on the basis of seniority to the job classification and location from which they accepted a lay-off unless such job classification is an entrance job classification, in which case they shall be recalled on the basis of service.

2. The Company, in requesting a laid off employee to return for reinstatement, shall notify such employee by a letter mailed to his last known address, copy of which letter shall be sent to Local Union 50. If, within ten (10) days of the mailing of such notice, the employee accepts reinstatement, the job will be held open for him until twenty (20) days from the date of mailing of the original Company notice. If no acceptance is received from the employee within the ten (10) days or he fails to report for duty within the twenty (20) days from the mailing of the original notice, such employee shall be considered to have resigned and shall be removed from the Seniority List.

B. 1. If an employee, who is entitled to preference in accordance with Section 4, is not awarded the job classification, the Company's reasons shall, upon the employee's request, be given in writing to him and to Local Union 50 involved, and provided further, that if any employee feels himself aggrieved by any action of the Company in promoting an employee and complains to the Company that such action was unreasonable, arbitrary, or unjustly discriminatory as to him, he or the Brotherhood then shall have the right, without intending to impair in any way the rights of Management, as set forth in Article VII hereof, to have such question reviewed and decided under the grievance procedure in Article VI hereof.

2. It is the responsibility of the employee who applies for a job classification outside his promotional series to state in his application his qualifications for the job classification he seeks. It is understood that the Company in forming its judgment of his qualifications may rely upon its records and knowledge, including such applications, without further investigation.

3. In the event an employee chooses not to accept a promotion, it shall have no effect upon his future opportunities for promotion.

4. If two or more qualified employees have the same seniority and service, the Company shall determine which of these employees shall be selected for promotion or transfer.

5. It is mutually recognized that the number of jobs in any job classification is limited by the amount and nature of the work to be done, and that promotions can be made only when additional employees are required in the higher job classifications.

6. When an employee is deprived of a promotion or transfer or is demoted due to a previous misapplication of seniority, the matter may be referred for a determination to the District Manager, Station Manager or System Department Head within twenty (20) workdays after notification of the change to the Brotherhood. If thereafter, it is mutually determined that the employee's seniority was misapplied and it is deemed proper, such adjustment will be made. The employee, if qualified, will be awarded the job as soon as practical. It is agreed that this mutual determination shall be final.

7. If two employees are entitled to promotions simultaneously to the same job classification, such promotions shall be made on separate days to insure that following the promotions the senior employee will continue to be senior to the other in the higher job classification.

C. An employee may file an application through his District Manager, Station Manager or System Department Head for one entrance job classification, which is or may become, vacant. Should the Company determine to fill a vacancy which exists at the time application is made, or within sixty (60) days thereafter, such applicant will receive consideration equal to that given to all others who have or may apply for the job classification. In the event more than one employee applies for the same entrance job classification, and the Company determines that one of the employee applicants is to be offered the job classification, if all other considerations are at least relatively equal in the judgment of the Company the job will be awarded on the basis of service in the following order: (1) From the same Division, and (2) From other Divisions. The Company will endeavor to accommodate the wishes of employees who make application as set forth herein, but it is agreed that the selection made by the Company shall be final.

D. An employee may file a written application through his District Manager, Station Manager or System Department Head for one position which is or may become vacant

outside of the Bargaining Unit. Should the Company determine to fill a vacancy which exists at the time application is made, or within sixty (60) days thereafter, such applicant will receive consideration equal to that given to others who have or may apply for the position. In the event more than one employee applies for the same position, and the Company determines that one of the employee applicants is to be offered the position, if all other considerations are at least relatively equal in the judgment of the Company, the employee with the greatest service will receive the offer.

If such a position is awarded to an employee and he fails to meet the qualifications required in his new position during the first sixty (60) days, he will be returned to his previous job classification and location with seniority equivalent to that which he would have had if he had not accepted a position outside of the Bargaining Unit.

E. All moves from Locality to Locality or Department to Department, except those required by the Company, shall be at the employee's expense.

F. An employee who is required by the Company to move from one Department to another shall continue to accumulate seniority in his previous job classification. Such seniority standing shall be terminated if such an employee for the purpose of promotion in that Department exercises the seniority acquired in his new job classification.

G. Should it become necessary to reduce a Supervisor into a position covered by this Agreement, because of reduction in forces, such Supervisor may be placed at that location where he was last employed as a Supervisor, or in the Locality in which the Division Office is located if there are no positions covered by this Agreement in the location where he was last employed as a Supervisor, in the job classification or comparable job classification from which he was promoted or any lower job classification in his former promotional series, or comparable promotional series, provided there is an employee in the job classification or comparable job classification, who has less service. To provide a vacancy for such Supervisor, in such job classification, the employee with the least seniority in that classification shall be reduced in accordance with Section 5 of this Article XI. The Supervisor shall be given seniority effective as of the date of such reduction.

Should it become necessary to reduce a Supervisor into a position covered by this Agreement because of reasons other than reduction in forces, he shall be reduced under the same basis as in the foregoing paragraph except he shall not have a right to displace an employee in the job classification to which he is demoted nor shall he take with him any previous seniority that he had prior to promotion. The selection of the job to which the employee is demoted shall be made by the Company; however, such job shall not be Electric Serviceman, 1st Class unless the Supervisor held that job classification immediately prior to promotion to Supervisor.

ARTICLE XII

Court Attendance

Section 1. Employees attending a court trial or conference in the interest of the Company will be paid on a straight time basis for actual time required or time necessarily lost for such purposes, whichever may be greater.

An employee who receives a subpoena to appear in court by a third party for an incident that the employee witnessed while at work shall suffer no loss in pay from the employee's regularly scheduled hours while attending a court trial or conference in compliance with the subpoena.

Section 2. The Company will pay an employee serving on jury duty straight time earnings for the time which such service forces him to lose from his regularly scheduled hours of work. The time of such service shall not be counted as time worked in computing overtime, and such payments shall not be subject to any premium pay for holidays, for off-scheduled work, or for shift differential, or to any other premium pay.

An employee while serving on jury duty shall report for work during his regular scheduled working hours whenever the jury is not in session or if released from jury duty before the end of his regular scheduled working hours. If an employee is released from jury duty less than eight (8) hours before the start of his midnight shift and is scheduled to serve on jury duty the following day, he shall not be required to work the shift or if he works the midnight shift and then reports for jury duty and is not released at least eight (8) hours prior to the next midnight shift he shall not be required to work that midnight shift. In each case he shall be paid straight time earnings for his regularly scheduled hours .

ARTICLE XIII

Expenses

Section 1. The Company agrees that transportation and lodging made necessary because of assignments by the Company away from the employee's regular place of assembly will be provided by the Company. Single room accommodations will be provided at the place of lodging designated by the Company, if requested and if available. The Company will furnish all necessary meals of reasonable cost whenever such an assignment requires overnight lodging.

Section 2. The Company agrees to furnish meals of reasonable cost to employees whenever the employee is deprived of his normal meal arrangement. A meal will not be furnished when the employee begins work no more than one hour before his regularly scheduled workday or works no more than two hours beyond the end of his regularly scheduled workday provided the workday is no longer than eight (8) hours.

The Company agrees to provide all meals when working overtime before or after day or shift at reasonable intervals. When men are called out on emergency without previous notice and miss a meal thereby, the Company will provide a meal.

When an employee has had previous notice of holiday or rest day work, such holiday or rest day work shall be considered as work performed on a regularly scheduled work day for the purpose of furnishing meals, except when the notice of such work did not include work beyond the noon meal hour and the work continues beyond that hour, a meal will be provided. After twenty-four (24) hours notice, a power plant maintenance employee who works not more than two (2) hours of planned overtime in addition to and continuous with his scheduled eight (8) hour day shall not be furnished a meal.

Section 3. When employees are required by the Company to attend meetings of any kind, the meetings will be held on Company time and at Company expense.

Section 4. The Company agrees that where an employee is required by the Company to maintain a telephone, the Company will pay all cost attributable to the Company's business.

Section 5. Where an employee is required by the Company to drive Company vehicles and is required by law to have a chauffeur's license for this purpose, the Company will pay for such license.

Section 6. Transfer/relocation expenses incurred by Lead Linemen who are required to move by the Company, will be paid by the Company. Transfer/relocation expenses incurred by Electric Servicemen who are selected by the Company under the provisions of Article XI, Section 4D and who are required to move by the Company, will be paid by the Company.

ARTICLE XIV

Sick Leave

Section 1. The sick leave plan which was established April 1, 1946, will be continued in effect and will operate as set forth in this Article during the term of this Agreement or any renewal, or extension thereof, as follows:

A

Method Of Computing Current Sick Leave Credit

"Current sick leave credit" shall accrue to an employee on each anniversary date of his employment and shall be usable until a new "current sick leave credit" accrues on his next succeeding anniversary date. The amount which so accrues at the end of the first year of continuous service with the Company or its predecessors shall be 40 hours and shall thereafter increase at the rate of eight (8) hours per year for continuous service, namely, 48 hours after two years of continuous service, 56 hours after three years of continuous service, etc.

For the purpose of computing the amount of "current sick leave credit" only, for an employee who returns or heretofore has returned to the service of the Company after a leave of absence for military service, time spent in the military service of the United States shall be counted as a part of such employee's continuous service with the Company.

B

Method Of Computing Accumulated Sick Leave Credit

If an employee does not use all of his "current sick leave credit," the unused part shall accumulate until the employee's "accumulated sick leave credit" shall reach a total of 1200 hours. After reaching 1200 hours, there shall be no further accumulation unless and until the employee shall have used a part or all of such "accumulated sick leave" in which event unused "current sick leave credit" thereafter accruing to such employee shall again accumulate until such employee will again have accumulated a total "accumulated sick leave credit" of not exceeding 1200 hours.

An employee who has used all of his current and accumulated sick leave, may be granted additional sick leave, at management's discretion.

C

Method Of Using Sick Leave Credit

If an employee is absent, because of illness, on one or more regularly scheduled working days he may use his "sick leave credits." He shall first use his "current sick leave credit." If sickness causes him to lose more regularly scheduled hours during any year than he has "current sick leave credit," he may use such "accumulated sick leave credit" as he may have for the excess.

Employees may use up to 40 hours of sick leave, during the calendar year to care for an immediate family member, who is sick.

D

Limitations On Use Of Sick Leave Credit

1. A doctor's certificate is not normally required when an employee is sick or has a doctor's appointment, however, a certificate may be required if circumstances warrant.

Employees desiring to use sick leave credit for dental appointments, doctor's appointments, physicals, or eye examinations must notify their supervisor at least twenty-four (24) hours prior to the beginning of the work schedule. Such absence will be limited to such time as is necessary for such appointments.

2. The amount of sick leave with pay the Company will grant is limited to the extent required by an employee's personal illness or to the extent permitted his sick leave credits, whichever is less.

3. The amount payable to an employee for each regularly scheduled working day, on which that employee was absent because of sickness, shall be the amount that such employee would have earned for regular scheduled hours worked at his regular straight time rate of pay. An employee who is paid for a holiday shall not be entitled to sick leave pay for that day.

The amount payable to an employee for dental appointments, doctor's appointments, physicals, or eye examinations will be limited to the time required to be off from his regular schedule to fill such appointments.

4. The amount payable per workweek to an employee for absence due to sickness shall be the amount of straight time pay which such employee may lose by reason of such sickness during that workweek.

5. In the event an employee is unable to complete a day's work due to illness and is permitted by his supervisor to go home, he shall be charged the number of hours from his sick leave credit for the actual time off.

6. A shift employee who is returning to work following an absence due to illness shall inform his supervisor at least nine (9) hours prior to the starting time of his regular schedule that he will return, in order to be entitled to work his regular schedule. A shift employee whose regular schedule is the evening shift, who is released to go to work by his doctor less than nine (9) hours prior to that shift may return to work with less than nine (9) hours' notice, but he must give as much notice as possible to be entitled to the work.

7. No employee shall receive Social Security Disability payments and sick leave pay simultaneously.

8. An employee who has been re-employed, shall, after a period of one year of

satisfactory service following re-employment, be given credit for past service, only in computing current sick leave entitlement.

Section 2. Loss of time incident to injuries or illness to which Workers' Compensation Laws are applicable shall not be treated as sick leave.

An allowance equal to the difference between workers' compensation pay and regular straight time pay will be made when an injury in line of duty is not due to the employee's misconduct or violation of rules. Such difference may be paid despite the employee's misconduct or violation of rules when the facts of the case warrant the payment of the difference. Such allowance will be made until the employee is able to return to work or for a period of twelve (12) months, whichever is less, unless the Company finds justification for an exception.

ARTICLE XV

Vacations

Section 1. Each employee who has completed less than one (1) year of continuous service with the Company on December 31st of the previous year shall, upon completing the six (6) months probationary period, have during the current year 8 hours of vacation with pay at his regular straight time rate for each two (2) full calendar months of continuous service rendered during the year employed except that such vacation period shall not exceed 40 hours.

An employee who in a particular calendar year is entitled to less than 40 hours under this section shall after his anniversary date be entitled to vacation with pay for forty (40) hours at his regular straight time rate of pay. Vacation time granted prior to the anniversary date will be deducted from the total vacation accruing as of the anniversary date.

Section 2. Each employee who has completed one (1) or more but less than two (2) years of continuous service with the Company on December 31st of the previous year shall have during the current year eight (8) hours of vacation at his regular straight time rate for each two (2) full calendar months of continuous service rendered through December 31st of the previous year except that such vacation period shall not exceed 80 hours.

An employee who in a particular calendar year is entitled to less than 80 hours under this section shall after his anniversary date be entitled to vacation at his regular straight time rate of pay. Vacation time granted prior to the anniversary date will be deducted from the total vacation accruing as of the anniversary date.

Section 3. Each employee who has completed two (2) years or more but less than

six (6) years of continuous service with the Company on December 31st of the previous year shall have during the current year vacation with pay for eighty (80) hours at his regular straight time rate, except that if an employee's sixth anniversary of continuous service with the Company falls in the current year he shall be entitled to an additional vacation with pay for forty (40) hours at his regular straight time rate after such anniversary.

Section 4. Each employee who has completed six (6) years or more but less than fourteen (14) years of continuous service with the Company on December 31st of the previous year shall have during the current year vacation with pay for one hundred twenty (120) hours at his regular straight time rate except if an employee's fourteenth anniversary of continuous service with the Company falls in the current year he shall be entitled to an additional vacation with pay for forty (40) hours at his regular straight time rate after such anniversary.

Section 5. Each employee who has completed fourteen (14) years or more but less than twenty-two (22) years of continuous service with the Company on December 31st of the previous year shall have during the current year with pay for one hundred sixty (160) hours at his regular straight time rate, except that if an employee's twenty-second anniversary of continuous service with the Company falls in the current year he shall be entitled to an additional vacation with pay for forty (40) hours at his regular straight time rate after such anniversary.

Section 6. Each employee who has completed twenty-two (22) years or more but less than thirty (30) years of continuous service with the Company on December 31st of the previous year shall have during the current year vacation with pay for two hundred (200) hours at his regular straight time rate except if an employee's thirtieth anniversary of continuous service with the Company falls in the current year he shall be entitled to an additional vacation with pay for forty (40) hours at his regular straight time rate after such anniversary.

Section 7. Each employee who has completed thirty (30) years or more of continuous service with the Company on December 31st of the previous year shall have during the current year vacation with pay for two hundred forty (240) hours at his regular straight time rate.

Section 8. If, during an employee's vacation, one of the holidays specified in Article XVI, Section 1 falls on a day on which he would have been scheduled to work had he not been on vacation, he shall be entitled to an extra day of vacation.

Section 9. Normally, an employee's vacation will start at the beginning of his workweek. No employee shall be assigned work on any rest days immediately prior to or after his vacation schedule except in emergencies. This Section shall only apply to scheduled vacation for the entire workweek.

Section 10. No employee may demand extra pay in lieu of vacation. An employee may carry over to the following year up to 80 hours of his vacation. With management approval, employees may carry over more vacation if there was insufficient time in the year for the

employee to schedule his vacation and it will not interfere with meeting customer or operating requirements. To meet emergency conditions when requested by the Company, the employee may work during his vacation and may receive regular pay for hours regularly scheduled in lieu of his vacation plus regular pay for whatever time he works during such vacation period. No employee will be allowed to forego a part or all of his vacation and continue at work when his absence on vacation would merely require that other employees in the same job classification work overtime. Whenever an employee is removed from the payroll for any reason, he shall be entitled to receive vacation pay granted him by the foregoing sections of this Article and not previously received at the time of such removal.

An employee who is removed from the active payroll prior to December 31st because of retirement or Total and Permanent Disability will be granted vacation pay earned for the following year on a pro-rata basis, based upon the last full month of active employment. Fractions of days are not rounded up to whole days.

Section 11. Any employee having been continuously employed by the Company for as much as one (1) year who is laid off due to lack of work, and who is called back to work within twenty-four (24) months, for the purpose of computing the vacation he is entitled to under Section 2, Section 3, Section 4, Section 5, Section 6, and Section 7 of this Article XV, as may be appropriate, shall have included the time he had continuously worked before such lay-off and time in such lay-off in his period of continuous service. He shall be entitled to such vacation in the calendar year in which he is called back only after he works four (4) months and provided there remains thereafter sufficient time in that calendar year in which to take the vacation.

Section 12. Prior to January 1st of each calendar year, or as soon as possible thereafter, department heads will consult with all regular employees entitled to vacations, and from such consultations the Company shall establish the working schedule for the vacation period. The Company, in determining vacation schedules, will respect the wishes of the employees as to the time of vacation insofar as the needs of the service will permit.

Employees may be permitted to take vacation in hourly increments, up to 40 hours.

Employees may schedule up to five (5) non-consecutive days of their vacation. These five (5) separately scheduled days of vacation shall not be changed without ten (10) days notice except in emergency. All vacation must be used in the calendar year before the employee will be granted any full day off with permission. All vacation need not be used in the calendar year before granting employees partial days off with permission.

Section 13. Any employee recalled by the Company from his vacation shall be reimbursed for all expenses incurred in connection with such recall and shall be allotted additional vacation time and pay for the unexpired portion thereof, including travel time if such is of weight as a factor.

Section 14. Vacation schedules, scheduled for the entire workweek, shall not be changed without thirty (30) days notice except in emergency.

It is agreed that the Company will endeavor to grant an employee's request to change his vacation in the event of his illness if the request is made before the week of vacation has begun.

An employee who is permitted a day off due to a personal emergency may elect to charge such time off (up to maximum of two (2) days in each calendar year) to unused vacation time for that calendar year. The employee will specify to what vacation day this time should be charged upon his return to work.

Section 15. For the purpose of determining the length of vacation, under this contract, to which an employee who returns or heretofore has returned to the service of the Company after a leave of absence for military service is entitled, time spent in the military service of the United States shall be counted as a part of such employee's continuous service with the Company.

Section 16. An employee who has been re-employed, shall, after a period of one year of satisfactory service following re-employment, be given credit for past service, only in computing vacation entitlement. Such an employee shall receive additional vacation in the year in which such past service is credited only if there remains thereafter sufficient time in the calendar year in which to take the vacation.

Section 17. An employee who is receiving workers' compensation at the end of the calendar year, upon giving written notification to the Company may carry over to the following year any unused vacation.

ARTICLE XVI

Holidays

Section 1. The following holidays, except as otherwise provided in Section 3 and 4 of this Article XVI, will be observed as holidays. The number of straight time hours paid for the holiday will be based on the employee's regular work schedule for that day. If the employee is not scheduled to work on the holiday, they will receive eight (8) hours holiday pay.

New Year's Day
Martin Luther King, Jr.'s Birthday
Good Friday
Memorial Day

Fourth of July
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

Section 2. If any of the above holidays fall on Sunday, the following day shall be observed in lieu thereof; if any of the above holidays fall on Saturday, the preceding Friday shall be observed in lieu thereof, except that:

Any shift employee who is scheduled to work straight time on a holiday will observe that holiday on that day except if the employee is scheduled to work straight time on Easter Sunday, then the Good Friday Holiday will be observed on Easter Sunday.

If the Christmas holidays (December 24 and December 25) should fall on Sunday and Monday respectively, all employees shall observe the holidays on Sunday and Monday, likewise, if the holidays fall on Friday and Saturday they shall be observed on Friday and Saturday.

The Company will determine the number of employees by classification who will “observe” (be allowed off) the holiday. Employees will be offered the opportunity to be off based on seniority of those scheduled to work that shift. If there is an insufficient number of volunteers, inverted seniority will be used to determine who will be off. Subsequently, if it becomes necessary to add additional personnel for a holiday shift, the employees previously assigned to observe the holiday will be offered the work based on their seniority in their shift. If unable to fill by the above stated method, then the overtime guidelines will prevail. If an employee who was expected to work the holiday is unable to report, overtime guidelines will prevail. This paragraph applies to only Electric Transmission and Distribution.

Section 3. In addition to the holidays listed in Section 1 of this article, employees will be allowed one Personal Holiday. This Personal Holiday will be scheduled at the employee's discretion with proper supervisory approval and must be taken in a full day's increment. The number of straight time hours paid for the holiday will be based on the employee's regular work schedule for that day.

Section 4. If an employee is notified forty-eight (48) hours in advance that he is to work on a holiday and fails to report for work without an acceptable excuse, he shall not be paid for that holiday.

Section 5. An employee who has not worked within the sixty (60) day period prior to a holiday shall not be paid for that holiday. If he has not worked within the sixty (60) day period, but has usable sick leave credit under Article XIV, Section ID, he shall be paid for the

holiday.

Section 6. Employees who are on military leave of thirty (30) days or more at time of holiday will not be paid holiday pay.

ARTICLE XVII

Wages

Section 1. The rates of pay of the employees covered by this Agreement shall be the rates appearing in Schedule "A" attached hereto and made a part hereof.

Section 2. All employees shall be paid every two weeks on Wednesdays during working hours.

Section 3. If an employee is promoted to a higher job classification, he shall be paid the rate of pay in the higher job classification which is next above his rate of pay prior to promotion, unless the total time he has worked in both the higher and lower job classifications is less than the time normally worked in the higher job classification to attain such rate of pay, in which case he shall be paid the rate to which he would be entitled by the length of time worked in both job classifications, and shall remain at that rate of pay for a period no longer than the period set forth for that particular rate in the wage schedule.

The above will apply except when an employee, who has been demoted in his line of promotion, in order to preserve his employment because of a reduction in forces, is subsequently promoted or temporarily assigned and subject to temporary assignment pay, to a job classification in his line of promotion carrying a higher maximum rate of pay than the one from which he was demoted, his rate of pay in his new job classification or temporary assignment shall not be less than the next step above the rate of pay in the job classification from which he was demoted.

Section 4. If an employee is reduced to a lower job classification, he shall be paid at not less than the rate of pay in the lower job classification next below his rate prior to his demotion, unless the total time he has worked in both the higher and lower job classifications is less than the time normally worked in the lower job classification to attain such rate of pay, in which case he shall be paid the rate to which he would be entitled by the length of time worked in both job classifications.

If an employee with six (6) or more months of service is reduced to a lower job classification in his line of promotion or to an entrance job classification in order to preserve his

employment as the result of a reduction of forces, he shall be paid the rate of pay in the lower job classification which is immediately below his rate of pay in the higher job classification from which he was demoted.

Section 5. If an employee be explicitly assigned, temporarily, for one-half day or more, or prior to beginning a call-out, or planned work on a rest day or holiday, to a higher grade job classification covered by this Agreement, he shall be paid for each such workday, call-out, or planned work so assigned, the rate of pay in the higher grade temporary job classification which is next above his regular rate of pay, and will be given credit for each eight (8) hour workday so worked in the application of Schedule "A".

Section 6. A shift employee regularly assigned to more than one classification as part of his workweek shall be paid the rate of the highest classification performed.

Section 7. An employee covered by this Agreement who retains his job classification while temporarily assigned to work outside this Agreement for one-half day or more shall be paid seventy-five (75) cents per hour above his regular rate of pay for the entire day. This pay shall not deprive an employee of any applicable shift differential pay to which he is entitled under Section 11 of this Article.

Section 8. If it be found, subsequent to the date of the Agreement that an employee is regularly and customarily assigned to a higher grade job for a portion of his time, the parties hereto agree that they shall list the job for reclassification promptly, and where circumstances warrant the job shall be reclassified.

Section 9. It is further agreed that where, in the aggregate, sufficient work of a higher grade is regularly and customarily performed by several men on the same work schedule to provide a full-time job for one or more men, such a classification and/or job will be created and a qualified, efficient employee regularly assigned thereto, provided such assignment does not require the Company to increase the number of jobs.

Section 10. An employee temporarily assigned to a lower rated job shall be paid his regular rate of pay for the temporary assignment.

Section 11. In addition to the rates provided in Section 1 of this Article XVII, employees described by Article XVIII, Section 2 of this contract shall be paid one dollar fifty cents (\$1.50) per hour if all or any part of their regular scheduled shift falls between the hours of 8:30 p.m. and 6:00 a.m. Such payment shall be known as "shift differential" pay and shall apply only to recognized "shift" work. "Shift differential" pay shall be subject to the same overtime and holiday treatment as regular rates of pay.

In computing an employee's paycheck, "shift differential" pay shall apply to the shift worked. An employee assigned or called out to work a regular shift during his rest day shall be paid premium "shift differential" applicable to that shift.

Section 12. An employee who is not entitled under Article XI, Section 5, to a job with a rate of pay equal to that he receives in his present job classification and is demoted due to a reduction in forces, who has at least twenty-five (25) years of service, shall be reduced in pay ten (10) cents per hour and reduced further ten (10) cents per hour at the end of each succeeding four (4) months' period until he has been reduced to the highest rate of pay for his new job classification or to 80% of his rate in the job classification from which and at the time he was demoted, whichever is the higher.

An employee who is not entitled under Article XI, Section 5, to a job with a rate of pay equal to that he receives in his present job classification and is demoted due to a reduction in forces, who has at least ten (10) years but less than twenty-five (25) years of service, shall be reduced in pay ten (10) cents per hour and reduced further ten (10) cents per hour at the end of each succeeding four (4) months' period until he has been reduced to the highest rate of pay for his new job classification to which he is demoted.

An employee who has at least twenty (20) years of service who is not entitled under Article XI, Sections 6C or 6D to a job with a rate of pay equal to that he receives in his present job classification and who is demoted, shall be reduced in pay ten (10) cents per hour and reduced further ten (10) cents per hour at the end of each succeeding four (4) months' period until he has been reduced to the highest rate of pay for his new job classification to which he is demoted.

Employees entitled to pay protection as described in this section will continue their pay protection should they subsequently be awarded a position that is a transfer or promotion.

ARTICLE XVIII

Hours of Work and Overtime

Section 1. All non-shift employees will work under the following conditions:

(a) Such employees shall work five consecutive eight-hour days per workweek, Monday through Friday, inclusive except for job classifications designated with the letter (g) in Schedule "A", the five consecutive eight-hour days per workweek may be either the above or Tuesday through Saturday. Notification of change in schedule must be given prior to 4:30 p.m. on the Friday prior to the week in which the change is made. An employee shall not be required to be on a Tuesday through Saturday schedule more than one time in four consecutive weeks.

(b) Payment will be made at one and one-half times the regular rate for all overtime worked (except on holidays) outside the scheduled hours of the five consecutive eight-hour days except payment will be made at double time for all overtime worked on Sunday.

(c) Payment will be made at one and one-half times the regular rate for all call-outs off-schedule (except on holidays) with a minimum of two hours at such rate for each such call-out, except to the extent such call-outs overlap or merge into regular working hours. Payment will be made at double time for all such call-outs on Sunday.

(d) An employee required to work on a holiday will be paid, in addition to his holiday pay as provided in Section 1 of Article XVI hereof, at twice his regular hourly rate of pay. A minimum of two hours at the above rate shall be allowed for each holiday call-out, except to the extent such call-outs overlap.

(e) The daily hours of labor shall be subject to change by mutual agreement between the authorized representative of the Company and Local Union 50, without the payment of overtime, except that upon ten (10) days' written notification to Local Union 50, the starting and/or quitting time of a particular job in a job classification designated with an (h) in Schedule "A" may be changed, without the payment of overtime, not to exceed two hours provided the lunch period does not exceed one hour, and provided the daily hours of labor of the particular job have not been changed within sixty (60) days nor more than once in the twelve months preceding the effective date of the change and provided further that changes in the daily hours of a particular job may not be made in an aggregate of more than two hours from the hours in effect at 4-1-62.

(f) Between May 1 and October 1 of each year, upon ten (10) days' written notification to Local Union 50, the starting and/or quitting time of a particular job in a job classification designated with an (i) in Schedule "A" may be changed, without the payment of overtime, not to exceed two hours early or three hours late provided the lunch period does not exceed one hour.

An employee in a job classification designated with an (i) in Schedule "A" shall not be required to be on a schedule with a regular scheduled quitting time later than 4:30 p.m. more than one week in four consecutive weeks, unless mutually agreed to by the authorized representatives of the Company and Local Union 50. An employee in a job classification designated with both an (i) and (g) in Schedule "A" shall not be required to be on a Tuesday through Saturday schedule with a regular scheduled quitting time later than 4:30 p.m.

Section 2. All shift employees (either overlapping, two-shift or three-shift) will work under the following conditions:

- (a) Work five eight-hour days each week, consecutive where possible.
- (b) Where possible, rest days shall be consecutive.
- (c) Sunday and holiday work may be regularly scheduled.

(d) Schedules may be changed on twenty-four (24) hours' advance notice.

(e) Except as otherwise provided in Section 7 of this Article XVIII, payment will be made at one and one-half times the regular rate for all time worked (except on holidays) outside the regularly scheduled hours of the five eight-hour days except payment will be made at double time for all overtime worked on the second rest day except for classifications in System Transportation which are designated with an asterisk in Schedule "A". Payment for these classifications will be made at double time for all such time worked on Sunday.

(f) Payment will be made at one and one-half times the regular rate for all call-outs off-schedule (except on holidays) with a minimum of two hours at such rate for each such call-out, except to the extent such call-outs overlap or merge into regular working hours. Payment will be made at double time for all such call-outs on the second rest day except for classifications in System Transportation which are designated with an asterisk in Schedule "A". Payment for these classifications will be made at double time for all such call-outs on Sunday.

(g) An employee required to work on a holiday will be paid, in addition to his holiday pay as provided in Section 1 of Article XVI hereof, at twice his regular hourly rate of pay. A minimum of two hours at the above rate shall be allowed for each holiday call-out, except to the extent such call-outs overlap.

(h) The daily hours of labor shall be subject to change by mutual agreement between the authorized representative of the Company and Local Union 50, without the payment of overtime, except that upon ten (10) days' written notification to Local Union 50, the starting and/or quitting time of a particular job in a job classification designated with an (h) in Schedule "A" may be changed, without the payment of overtime, not to exceed two hours provided the lunch period does not exceed one hour, and provided the daily hours of labor of the particular job have not been changed within sixty (60) days nor more than once in the twelve months preceding the effective date of the change and provided further that changes in the daily hours of a particular job may not be made in an aggregate of more than two hours from the hours in effect at 4-1-62.

Section 3. An employee who works in a job classification designated with an asterisk in Schedule "A" may be worked in accordance with either Section 1 or 2 of this Article. An employee who works in a job classification not designated with an asterisk in Schedule "A" may be worked only in accordance with Section 1 of this Article, unless mutual agreement to work such employee under Section 2 is reached between an authorized representative of the Company and Local Union 50.

Section 4. Employees will be paid for overtime and will not be required to take time off in lieu of overtime pay. The Company will apportion overtime as equitably as practicable in each particular class of work. The method to apportion overtime by either the "equal opportunity" method or the "red time-green time" method for the location involved shall be subject to change by mutual agreement between the authorized representative of the Company and the President/Business

Manager of Local Union 50. Appropriate overtime records involved will be made reasonably available to the Brotherhood upon a complaint under this Section. The order of call-out will be posted bi-weekly on appropriate Company bulletin boards.

Section 5. An employee who reports on time for work the Company has scheduled for him, and who is not provided with work at such place or elsewhere through no fault of his own, will be paid for the day.

Section 6. Time necessarily spent in traveling to and from a regular place of assembly to the place of work will be considered time worked.

Section 7. Employees, when permitted, may relieve one another from time to time if they so desire, provided the privilege results in no increased payroll costs to the Company.

Section 8. Overtime shall not be pyramided.

Section 9. No employee shall be required to stand by at home at any time.

Section 10. It is agreed that where an employee is required to work at a point other than his assigned place of assembly, he shall proceed to the location of the job, and return from such job to the place of assembly on the Company's time.

Section 11. An employee who has worked a total of sixteen (16) hours within a twenty-four (24) hour period immediately prior to his release shall be entitled to an eight (8) hour rest period before he returns to work. If the rest period extends into his basic workday he shall lose no pay thereby.

Except for the noon meal period, which shall be excluded, time necessarily spent for meals, including a one-half hour allowance for any Company furnished meal after release from work, shall be included for the purpose of computing the time required to be entitled to the rest period and double time under this Section.

If the employee who has worked a total of sixteen (16) hours within a twenty-four (24) hour period is required to continue working, such time worked prior to his release shall be paid at double time.

This Section will not apply to shift employees when changing shifts or to exchange of work schedules by shift and non-shift employees at their request.

Section 12. In case of death of an employee's father-in-law, stepfather-in-law, mother-in-law, stepmother-in-law, brother-in-law, sister-in-law, grandparents, or grandchild; such employee shall be permitted to take any necessary time off and, if attending the funeral, will be paid for such time off from normal schedule at straight time but such pay shall not exceed two days of

eight hours each. This provision shall also apply to cases of death of any other relative residing within the same household as the employee.

In case of death of an employee's husband, wife, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother or sister, such employee shall be permitted to take any necessary time off and, if attending the funeral, will be paid for such time off from normal schedule at straight time but such pay shall not exceed four days of eight hours each.

In case of death of an employee, a fellow employee in the same locality, district office or power station may be permitted to take necessary time off without pay to attend the funeral if the needs of the service permit.

Section 13. An employee who has had previous notice of holiday or rest day work which is cancelled after midnight of the preceding day will be paid for a minimum of two hours at the applicable rate of pay for a call-out and if he has not been notified of such cancellation prior to reporting for work will be allowed the option of receiving the foregoing minimum allowance or provided with the work for the previously estimated period of time. An employee who is notified of cancellation prior to midnight preceding such day is not entitled to any allowance or work. An employee who does not have a listed telephone number is only entitled to such allowance as he would have been granted had he had a telephone and was reached within the time limitation as set forth for employees having telephones.

ARTICLE XIX

Safety

Section 1. The Company will continue to make reasonable regulations and provisions for the safety and health of its employees during their hours of employment and the Company and the Brotherhood agree to cooperate in seeing that such regulations and provisions are complied with. A Company Safety Committee will meet with a Safety Committee of not more than three employees appointed by Local Union 50, for the purpose of considering suggestions presented by Local Union 50 with respect to matters pertaining to the safety of employees. Such meetings will be mutually arranged as to time and place.

Section 2. When the Company holds an investigative or a formal hearing concerning an accident in which an employee was injured, Local Union 50 shall be notified and have the right to have an employee representative, or the Business Manager of Local Union 50, at the hearing, who shall be permitted to ask of witnesses relevant and material questions pertaining to the facts of the accident. Should the investigation lead to a formal hearing, a copy of the record of such

hearing will be supplied to Local Union 50.

Section 3. Each employee will be required to equip himself initially with such personal tools and equipment, in good condition and of acceptable quality, as are normally and reasonably required by the Company for the classification in which he is working. The Company will replace, without cost to the employee, such personal tools and equipment when such replacements are necessary due to wear and tear on the Job, with tools and equipment of equal quality.

The Company will furnish required tools and equipment other than personal tools and equipment and the employee will be held responsible for their return in good condition, reasonable wear, tear, and loss excepted.

Suitable rain protective equipment will be furnished by the Company to employees when they are required to work out-of-doors in inclement weather.

Section 4. It is agreed that insofar as it is compatible with the needs of the public service, employees whose duties expose them continuously throughout their normal workday to the elements shall not be required to work outdoors in rainy or inclement weather except in emergencies. The above provisions shall not apply to Meter Readers/Meter Reader-Collectors or other employees occupying similar positions, unless extreme weather conditions prevail.

Section 5. When rainy or inclement weather prevents employees covered by this Agreement from working outdoors, the Company will provide suitable work indoors for the employees affected at their regular rates of pay.

ARTICLE XX

Benefits

Section 1. (a) The employees' Pension and Benefit plans in effect on the effective date of this Agreement, as modified by the hourly benefit program effective January 1, 2008, shall continue during the term of this Agreement, but are subject to change by mutual agreement of the parties.

Employees hired after July 1, 1983, who retire with less than ten years of continuous service prior to their retirement shall not be granted coverage in the group hospitalization

at retirement, nor shall the spouses or dependents of such employees be granted such coverage.

(b) The obligation to maintain a plan mentioned in this Section terminates if at anytime the Company contributions to such plan are deemed not deductible expenses for income tax or rate-making purposes by any governmental authority.

Section 2. Educational privileges now in existence shall remain in effect during the life of this Agreement unless changed by mutual consent.

Section 3. The Company agrees to meet annually for the purposes of informing the Union with respect to the Pension and Benefit plans, and to furnish such information, relative thereto, which may be reasonably available.

ARTICLE XXI

Nondiscrimination

It is the continuing policy of the Company and the Union that all provisions of this Agreement shall be applied to all employees without regard to sex, race, color, religious creed or national origin.

ARTICLE XXII

Term of Agreement

Section 1. This Agreement when signed by the proper officials of the Company and the Brotherhood and approved by the International President of the Brotherhood shall become effective as of May 17, 2007.

Section 2. This Agreement shall remain in full force and effect until and including March 31, 2013, and thereafter shall be automatically renewed from term to term of one year each unless a written notice of desire to amend or terminate it is given by either party to the other at least sixty (60) days prior to March 31, 2013, or at least sixty (60) days prior to March 31 of any year thereafter. In the event such written notice expresses a desire to amend the current Agreement, such desired amendments shall be set forth in writing and accompany the notice of desire to amend.

Section 3. The parties agree to commence negotiations on any proposed amendments not less than thirty (30) days prior to the end of the then current term, and further agree that if said negotiations are not completed by the expiration date of the then current Agreement then the term of that current Agreement shall automatically be extended so long as negotiations are in progress.

Section 4. With a rapidly changing and increasingly competitive business, changes or amendments in the current Agreement will need to be made from time to time by mutual consent. Such changes or amendments shall be reduced to writing, state the effective date, be executed in the same manner as is this Agreement and be subject to the approval of the International President of the Brotherhood.

Both the Company and Union agree to work together on a continuous basis to respond quickly to the rapid changes in the business and to work with each other to develop timely solutions necessary to maintain and sharpen our competitive edge. Additionally, both parties will try to anticipate needs for change and initiate communication and the exchange of ideas between company management and union leadership in order to ensure a successful future for all. It is the intent of both parties to respond to changing conditions in a timely fashion and to balance both employee and business needs. Either the Company or the Union may initiate discussions to change or establish a new agreement as may be necessitated by business or employee needs.

Section 5. In the spirit of the foregoing, the parties wish to address the possible sale, conveyance, transfer, assignment, consolidation, merger or other transfer or disposition of all or part of the Company's generating facilities and/or operations, transmission facilities and/or operations and/or its distribution facilities and/or operations to one or more separate and distinct affiliated or unaffiliated legal entities pursuant to a plan to restructure the Company's electric delivery and electric generation businesses (hereinafter referred to as "legal separation"). In consideration of the Union's execution of this Agreement the Company promises that its operations and facilities covered by this Agreement shall not be sold, conveyed, transferred or assigned to, consolidated or merged with, or otherwise transferred or disposed of to any affiliated successor or successors pursuant to legal separation without first securing an enforceable agreement of the successor(s) to assume the Company's obligations under this Agreement, including without limitation, that the successor(s) shall become the "Company" and the Company shall be designated as a "predecessor company" as defined in Article XI, Section 1.A. of this Agreement. In consideration of the Company's execution of this Agreement, the Union agrees that the employees currently covered by this agreement who become employees of any such successor or successors pursuant to legal separation shall constitute an appropriate bargaining unit or units in and of themselves.

IN WITNESS WHEREOF the Company and the Brotherhood have each caused this Agreement to be executed in its behalf by its proper officers hereunto authorized on this 17th day of May, 2007.

VIRGINIA ELECTRIC AND POWER COMPANY

Herman O. Allen, Jr.
Manager, Labor Relations

LOCAL UNION 50

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS:

Jack Wells
Business Manager,
Local Union 50