

**AGREEMENT**

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**AGREEMENT**

**Between**

**MONONGAHELA POWER COMPANY  
dba Allegheny Power**

**and**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS**

**LOCAL UNION 50**

**March 1, 2005 through February 28, 2010**

This Agreement, made and entered into this 1st day of March 2005, by and between Monongahela Power Company, dba Allegheny Power, its successors and assigns, hereinafter called "Company," and Local Union 50 of the International Brotherhood of Electrical Workers, hereinafter called "Brotherhood."

This Agreement is a new contract and contains the entire agreement among the parties hereto relating to the rights granted and obligations assumed in this Agreement. It supersedes any and all other previous agreements, contracts, understandings, interpretations, letters, memoranda and like documents, oral or written, between the parties hereto in respect of the subject matter of this Agreement. Any oral or other statements, representations, agreements, interpretations or modifications concerning this Agreement shall be of no force or effect unless contained by reference in this Agreement or in a subsequent written instrument executed by the parties hereto.

**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 sole and 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 covered by the classifications listed in Schedule "A" attached hereto and made a part of this agreement, but excluding 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, the Agreement shall not bar or prejudice such contention.

**Section 2.** The Brotherhood has designated and the Company recognizes the Business Manager of Local 50 of International Brotherhood of Electrical Workers as the negotiating agent for this Agreement. The Company also recognizes the Business Manager of Local Union 50 or his designees as representatives of the Brotherhood. The affected members of Local Union 50 will be the sole Brotherhood members on the ratification vote.

**Section 3.** The term “employee” or “employees” as hereinafter used in this Agreement shall refer to an employee or employees in the Bargaining Unit as in Section 1 of this Article I defined and further described and defined in Schedule “A.”

**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.

**Section 5.** 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, disability, or national origin.

The use of the male gender in this Agreement is understood to include and apply equally to the female gender.

**Section 6.** A copy of this Agreement shall be provided for each employee in the bargaining unit at Company expense in a timely fashion and in sufficient numbers to conduct Union business.

**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 February 16 through February 28 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 February 16 through February 28 period each contract year.

**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 Local 50 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 group life insurance, group hospitalization insurance, group vision plan 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. Participation in the above group coverage and Retirement Plan is subject to the payment monthly in advance to the Company by such employee of the full cost of such coverage.

**Section 3.** Employees will be granted reasonable time off without pay to attend to Union business provided the request is submitted in writing when possible by the business manager of Local 50 or his designated representative as soon as possible in advance and that the request does not result in more than one-third of any job classification with three or more employees being absent on any day.

Employees of Monongahela Power Company, dba Allegheny Power who are off work performing union business that directly pertains to Allegheny Power will be paid wages by Allegheny Power for their normal working hours with reimbursement for such wages coming to the Company from the Union.

#### **ARTICLE V Strikes and Lockouts**

**Section 1.** The Brotherhood, the Business Manager of Local 50, Local 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.** Local Union 50 and its 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.** 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 ground 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(s) 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(s) shall be handled in accordance with the grievance and arbitration procedures, provided that no grievance by an employee(s) will be considered which is more than twenty (20) days old. In an instance when the employee and the Local Union can show that they had no knowledge of the violation, the Brotherhood may bring such grievance within twenty (20) days of the date the Local Union first learned of the violation provided no grievance will be considered which is more than thirty (30) days old.

The authorized representative(s) of the Brotherhood and/or the Business Manager of Local 50 may discuss with the local management 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.

**Section 2.** All grievances involving discharge of any employee will be presented directly to the Human Resources representative, or his designated representative. A meeting will be held as soon as practical, (but no later than five (5) days from receipt of the grievance, unless mutually agreed otherwise), between the Human Resources representative or his designated representative and the Business Manager of Local 50, or their designated representative. The Human Resources representative or his designated representative shall, within five (5) days following the meeting, furnish Local 50 and the Business Manager of Local 50 with a written decision of the grievance. If a satisfactory decision is not reached, the grievance may be referred, within fifteen (15) days of receipt of the decision to EXPEDITED arbitration. The rules of expedited arbitration shall be agreed to and set forth in a separate Memorandum of Understanding and attached to and made a part of this Agreement.

**By employee, employees or the Brotherhood**

Step A. All other 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(s) of the Brotherhood and the Human Resources representative, or his authorized representative(s); within ten (10) days thereafter these parties shall meet for the purpose of adjusting the grievance. The Human Resources representative, or his authorized representative(s) 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 Form A and B 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 3.** 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 the thirty (30) days of receipt of the decision of the Human Resources representative, or his authorized representative(s).

The arbitrator 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 ten (10) days in Section 2, Step "A" and/or thirty (30) days not be complied with, the time in excess of ten (10) or thirty (30) days, 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 an arbitrator.

**Second:** Either party may request the Federal Mediation and Conciliation Service to submit to the parties a list of seven (7) arbitrators approved by the agency. The Company and Union shall each have right to strike three (3) names from such list. The parties shall, within fifteen (15) days from receipt of the list of seven (7) arbitrators, meet for the purposes 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 neutral arbitrator.

**Third:** Each of the parties shall bear its own expenses in preparation and providing witnesses, and the parties hereto shall jointly bear the expenses of arbitration.

**Section 4. 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 5.** 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 by the parties or determined by an arbitrator to be fair and just, and shall suffer no loss of seniority or other benefits of employment.

**Section 6.** When any matter has been submitted to the grievance procedure, such matter shall thereafter be handled only through 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 for 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 in the Unit.

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 in the Unit to such extent as to take work away from employees in the Unit or deprive them of proper training.

Grievances under this Section 2 can be initiated only by the Business Manager of Local 50, or his designated representative.

**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 the Local Union.

**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**

**Section 1.** 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 if it can be shown that regular qualified and available forces, who would ordinarily and customarily do that particular job can complete the job within the required time without undue cost to the Company.

**Section 2.** When in the Company's judgment regular employees, 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, the Local of the Brotherhood involved 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 50 of the Brotherhood, 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.

**Section 3.** Emergency maintenance work caused by fire, flood, storm or other major difficulty shall not be subject to the provisions of this Article.

**Section 4.** 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.

**Section 5.** Other factors being substantially equal, contractors who employ members of the IBEW 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 local management and/or his designated representative 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 local management and/or his designated representative 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 designated physician 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) refused to furnish

such information even though authorized to do so, provided the Company's designated physician 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 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 4.** An employee, who does not use earned vacation during the Annual Training Duty, will be paid a supplement by the Company equal to the difference between his base military pay and the regular straight time wage he would have earned had he worked for the Company during this training duty (maximum of ten (10) working days per year).

## **ARTICLE XI**

### **Seniority**

#### **Section 1. Definitions**

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

##### A. Company Seniority

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

##### B. Section Seniority

Length of continuous regular assignment in a section shall be "section seniority" (except as otherwise provided in Article IV,

Section 1; Article X; Article XI, Sections 2, 5B, 6, and 8.) Pertaining to this Article the sections shall be (a) Lines; (b) Utilityworker; (c) Substation; (d) Meters; (e) Meter Reading.

C. Department

For the purposes of this Article, all employees shall be considered as being in one Department.

D. 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.

E. Line of Promotion Chart

A "Line of Promotion Chart" that is mutually satisfactory to the Union and the Company shall be adopted to show the promotional series in each line of promotion covered by this Agreement from the entrance job classification to the higher job classifications. 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 by the President on behalf of the Local Union, and on behalf of the Company by an authorized representative of the Company.

F. Promotions

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.

G. Demotions

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.

H. Transfer

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

I. 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, Section 5, 6, and 9.

**Section 2. Determination and Termination**

- A. Company seniority and Section seniority shall be determined from the Company's records and shall be extinguished by lay-offs in excess of time periods shown in section 5 B5, 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. If two or more employees have the same Section seniority, then the order of their Section seniority in the particular job classification shall be determined by their Company seniority.
- C. Time on temporary assignment shall be counted in that job classification to which the employee is regularly assigned.
- D. 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 Locality of the Department the Seniority List as of the anniversary date of the working agreement, covering the employees of such Department. A copy of the list will be sent to Local 50. Such list shall show job classification by Section the following:  
(1) Employee's name, (2) Section Seniority, (3) Company Seniority. 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 President of Local Union 50 once each year the names and addresses of employees in the Bargaining Unit.

- B. When a job classification is awarded under Section 4, all applicants, employees bypassed and Local Union 50 will be advised by the Company 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 "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, Section seniority and the Promotion Chart shall govern the selection of employees for such promotions.

2. Transfers

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

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 Section seniority where practicable.

4. Temporary Assignment

If an employee is temporarily assigned to a lead job, he shall be paid at the beginning rate for such lead job for all periods worked in the lead job. Further, if he is called out in the lead job off schedule, his rate shall be the lead worker's rate for all hours worked in the lead job off schedule. If an employee is temporarily assigned to a lower grade job, he shall be paid his

regular rate of pay for the period of such temporary assignment.

Such temporary assignments shall be made in accordance with section seniority within the affected crew and shall not last continuously for more than sixty (60) work days.

A lead lineworker shall be appointed in each regular crew of not less than two lineworkers (or when lineworker is accompanied by two utilityworkers) and shall be selected in conformity to the terms of this contract. A lead electrician will be appointed when a lead is not on site and when 2 or more electricians are working at that site for the required amount of time.

A lead meter reader may be established on either a regular or temporary basis, by service center, as determined by management from time to time. Such lead meter readers, as chosen per contractual obligation, will receive compensation at the rate of 106% of the meter reader A max rate or their regular rate, whichever is higher, for those regular work days.

Utilityworkers shall not be temporarily assigned.

B. Entrance Job Vacancy

Vacancies in beginning jobs as designated on Schedule A with an asterisk shall not be

posted as such vacancies will not ordinarily represent a promotion for employees of the Company. Any employee who desires to be given consideration for beginning jobs in sections other than his own may file applications for such jobs and these applications will be given consideration when vacancies arise before employing outside applicants.

C. Other Than Entrance Job - Vacancy

1. Notice of a vacancy, other than an entrance job classification, within the Bargaining Unit will be posted on the 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 Manager 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) calendars day period shall have no grievance.
2. 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 and, (2) From the department. Where the applicants are outside the promotional series, the qualified applicant with the greatest Company seniority 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 the Local Union of the person selected. In the event no person is selected within thirty (30) 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 who are lowest on the Section Seniority Lists, may:
1. Accept transfer to the Locality where the employee in his job classification with the least section 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 Company seniority 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 company seniority 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 company seniority 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 company seniority, 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 company seniority of those having less than five (5) years of company seniority 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 company seniority which the Company selects.

7. When an employee having six (6) months or more of company seniority and less than five (5) years company seniority 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 company seniority, provided the employee is qualified.

8. The employee or employees with less than five (5) years of company seniority 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 company seniority 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 section 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 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 section seniority for a period of two (2) years from the date of such transfer and shall carry with him the section 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 section seniority in any higher job classification in his line of promotion, plus his section seniority in a lower 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 section seniority for a period of two (2) years from the date of such transfer.
5. If an employee accepts a lay-off, he shall retain all section seniority at the time of his lay-off for a period:

Years of Service	Seniority Ceases Unless Re-employed/ Recalled Within
½ - 2 Years	2 Years
2 - 4 Years	3 Years
4 - 6 Years	4 Years
Over 6 years	5 Years

6. 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 section seniority for a period of two (2) years from the date of such promotion.
7. 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 as defined in Section 5B(5) above.

**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 section 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 section 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 section seniority and company seniority 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 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 designated physician 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 company seniority 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 classifications in his promotional series, all intervening job classification 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 section seniority to the job classification and location from which they accepted a lay-off unless such job classification is an entrance job classification, or the lowest in the promotional series, in which case they shall be recalled on the basis of company seniority.
  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 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 Company 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 written request, be given in writing to him and to the Local Union, 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 section seniority and company seniority, 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 classification.
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 Manager 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 Manager 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 company seniority. 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. If a position outside the bargaining unit 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 section seniority equivalent to that which he would have had if he had not accepted a position outside of the Bargaining Unit.
- E. All moves, 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 the Bargaining Unit, because of reduction in forces, such Supervisor may be placed 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 company seniority. To provide a vacancy for such Supervisor, in such job classification, the employee with the least section seniority in that classification shall be reduced in accordance with Section 5 of this Article XI. The Supervisor shall be given section seniority effective as of the date of such reduction.

Should it become necessary to reduce a Supervisor into the Bargaining Unit 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 section seniority that he had prior to promotion. The selection of the job to which the employee is demoted shall be made by the Company.

**ARTICLE XII**  
**Court Attendances**

**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.

**Section 2.** The Company will pay an employee serving on jury duty the difference between fees paid him by public authority for such service and 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 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.

**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 (2) hours beyond the end of his regularly scheduled workday.

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

- If it is impracticable for an employee to be furnished a meal or to purchase it, he or she will be given an allowance of \$15.00 for any meal to which he or she is entitled.
- When an employee is eligible for and receives a meal, such meals shall be limited to a reasonable cost.

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.

**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 Commercial Driver's License for this purpose the Company will pay for such license.

**ARTICLE XIV**  
**Sick Leave Plan**

**Section 1.** Regular full-time employees absent from work because of illness are paid full-time and then half-time for periods dependent on the length of service and in accordance with the following schedule:

YEARS OF SERVICE	MONTHS FULL- TIME	WORK HOURS EQUIVALENT	MONTHS HALF- TIME	WORK HOURS EQUIVALENT
0 to 1/2	0	0	0	0
1/2 to 1	¼	43 ⅓	¼	21 ⅔
1 to 2	½	86 ⅔	½	43 ⅓
2 to 3	½	86 ⅔	½	43 ⅓
3 to 4	¾	130	¾	65
4 to 5	1	173 ⅓	1	86 ⅔
5 to 6	1 ½	260	1 ½	130
6 to 7	1 ¾	303 ⅓	1 ¾	151 ⅔
7 to 8	2	346 ⅔	2	173 ⅓
8 to 9	2 ¼	390	2 ¼	195
9 to 10	2 ½	433 ½	2 ½	216 ⅔
10 to 11	2 ¾	476 ⅔	2 ¾	238 ⅓
11 to 12	3	520	3	260
12 to 13	3 ¼	563 ⅓	3 ¼	281 ⅔
13 to 14	3 ½	606 ⅔	3 ½	303 ⅓
14 to 15	3 ¾	650	3 ¾	325
15	4	693 ⅓	4	346 ⅔

Disability allowance as indicated above is determined as of the first day of absence from work due to disability and, until such time as the employee returns to work, the above constitutes the total remuneration due the employee for sick allowance.

If such an employee is absent from work more than once during any consecutive twelve-month period, the off-time pay allowance will be granted as often or as long as is permitted within the schedule shown above until the full provisions have been entirely used as determined at the beginning of the last disability period.

In order to determine the sick allowance of an employee under the above schedule, the total sick allowance in the eleven calendar months immediately preceding the month in which the disability occurs plus any sick allowance already paid in the current month will be ascertained and this total deducted from the employee's allowance time in the above schedule.

To qualify for such allowance, the employee must:

1. Present evidence, satisfactory to the Company, of inability to work due to illness or injury. No wage allowance will be permitted if the disability is the result of the use of drugs or intoxicants; or the result of the employee's own gross misconduct or negligence; or the result of chronic ailment which existed and was known to the employee at the time of his employment by the Company; or incurred while on leave of absence, lay-off, suspension from work or while working for others.
2. Adopt such remedial measures as may be commensurate with his disability and/or permit such reasonable examinations and inquiries by the company medical department representatives, as in its judgment may be necessary to ascertain the employee's condition.
3. Have reported the cause of his absence before the end of the first scheduled working day of absence; provided, however, the employee is expected to report his absence and, if known, the reason therefore at or near his normal starting time on the first scheduled working day of absence.

**OCCUPATIONAL DISABILITY ALLOWANCE**

The wage allowance made by the Company to a regular full-time employee during such periods of disability represents the difference between his sick time allowance as provided by the schedule elsewhere in this section and the amount he receives as compensation benefits, with such sick leave being charged on an hour for hour basis. In cases where the period of disability extends beyond the time in which an employee receives sick benefits, the remuneration of the employee during such period is limited to his compensation benefits.

**Section 2. Limitations On Use of Sick Leave**

1. The amount payable to an employee for each regularly scheduled working days, on which that employee was absent because of sickness, shall be the amount that such employee would have earned for eight (8) hours' work 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.
2. 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, which amount shall not exceed forty (40) hours of straight time pay.
3. 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 sick leave for the actual time off.

4. No employee shall receive Social Security Disability payments and sick leave pay simultaneously.
5. 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.

**ARTICLE XV**  
**Vacations**

**Current employees represented by IBEW Local 50 as of February 28, 2005, shall continue under the current vacation provisions outlined in this article below.**

**Section 1.** The vacation accrual year covers the period from January 1 to December 31.

**Section 2.** Vacations shall be granted to regular full-time employees in accordance with and subject to the conditions set forth below.

**Section 3.** An employee who on December 31 of any year has the following continuous service shall be entitled to the amount of vacation specified below in the succeeding calendar year commencing January 1, 2002:

Service Credit as of 12/31 of Preceding Year	Maximum Amount of Vacation With Pay During Current Year (Hours)
1 year, but less than 7 years	80
7 years, but less than 14 years	120
14 years, but less than 19 years	160
19 years, but less than 33 years	200
33 years, or over	240

**Section 4.** An employee with less than one (1) year of continuous service on December 31 is entitled to a vacation in the succeeding calendar year based on eight (8) hours for each month of continuous service to a maximum of eighty (80) hours; provided, however, six (6) months of continuous service must elapse before those days which accrued prior to December 31 can be taken.

**Section 5.** 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 6.** An employee who is made regular after December 31 in any year who has at least six (6) months' continuous service will be entitled to that vacation allowance accrued prior to January 1 of the year in which he is made regular.

**Section 7.** When an employee has been absent from work due to illness or leave of absence during the vacation accrual year, no vacation accrues for the

period of the vacation accrual year during which he is absent and is not receiving any type of remuneration.

**Section 8.** When a paid holiday occurs during an eligible employee's vacation, the employee shall receive an additional day off with pay.

**Section 9.** Vacation time will be granted, insofar as practicable, in accordance with the desires of the employees in the order of their seniority, but the Company reserves the right to allot vacation periods to employees in order to insure orderly operation and adequate and continuous service to the public.

**Section 10.** Vacation may be taken any time during the calendar year. Before March 1 of each year, each employee shall designate his claim as to the time of taking his vacation during such year. Not later than April 1 thereafter, the Company shall take action on such designation and post on the bulletin boards the assignment of vacation to each employee. Vacation time may be reassigned after April 1 at the request of the employee if a mutually satisfactory time can be arranged by the Company.

**Section 11.** Company seniority will be exercised in the choice of vacation periods.

**Section 12.** An employee with up to three weeks vacation entitlement shall be entitled to use no more than five days of his vacation in increments of one day and an employee with three weeks or more vacation entitlement shall be entitled to use no more than ten days of his vacation in increments of one day and an employee with five weeks vacation entitlement shall be entitled to use no more than fifteen days of his vacation in increments of one day.

Furthermore, two (2) days of such use for an employee with 5, 10, and 15 single-day entitlements may be used in increments of one-half day. Such use shall be permitted only on approval of his supervisor and under the following conditions:

- A. In situations of an emergency nature when the conditions surrounding the emergency are satisfactorily conveyed to the employee's supervisor prior to the employee's starting time of that day.
- B. In other than emergency situations with notice of at least five (5) working days prior to the date desired to be used as vacation.

**Section 13.** An employee with vacation allowance remaining after December 1 of each year may be allowed to take the time off but only on approval of the supervisor. If the time off is not allowed, the employee shall be paid eight (8) hours' straight time pay for each day of such unused vacation or an employee may elect to carry over to the following calendar year up to 40 hours of vacation. All carryover vacation must be used by December 31, or it is forfeited.

**Section 14.** It is further understood that, if a vacation has been scheduled, it shall not be changed unless upon thirty (30) days' prior notice or by mutual consent between the employee and the Company.

**Section 15.** If an employee leaves the Company service, he shall be paid on the next scheduled pay date for any accrued vacation to which he is entitled at that time.

**Section 16.** An employee who has exhausted his or her allowed day and vacation entitlement for the current calendar year, may, upon request and upon approval of the Company, borrow not more than two (2) days of next year's vacation entitlement during the last three (3) months of the current calendar year for emergency situations. The vacation entitlement of such employee for the next calendar year shall be reduced by the number of days borrowed.

**Section 17.** 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.

**Section 18.** 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 19.** An employee who is receiving Workmen's 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.

**Section 20.** The Company agrees to extend the present Allegheny Energy Vacation Donation

Program to Union members on Family and Medical Leave who have exhausted paid leave, unless the program is discontinued or modified equally insofar as all of the Company employees are concerned.

**The following new provisions shall only apply to new employees hired on or after March 1, 2005. Sections 5-20 (excepting Section 6) of this Article shall also apply to new employees hired on or after March 1, 2005.**

**Section 1 A.** The vacation accrual year covers the period from January 1 to December 31. New employees hired on or after March 1, 2005, will accrue 1/12<sup>th</sup> of their vacation entitlement each month. For example, if an employee is entitled to 120 hours of vacation, they will accrue 10 hours of vacation per month.

Vacations may be taken prior to accrual. Employees will be allowed to use unaccrued vacation during the current year, but employees who terminate service with the Company due to resignation, retirement or discharge will be required to pay back any vacation that has been used in excess of the amount accrued as of the termination effective date.

**Section 2 A.** Vacations shall be granted to regular full-time employees in accordance with and subject to the conditions set forth below.

**Section 3 A.** An employee who on December 31 of any year has the following continuous service shall be entitled to the amount of vacation specified below in the succeeding calendar year commencing January 1, 2006:

Service Credit as of 12/31 of Preceding Year	Annual Maximum Hours of Vacation Entitlement
Less than 1 year (Effective January 1, 2006)	Employees will accrue 1/12 <sup>th</sup> of 80 hours of vacation entitlement per month. (Effective January 1, 2006)
1 year, but less than 7 years	80
7 years, but less than 14 years	120
14 years, but less than 19 years	160
19 or more years	200

**Section 4 A.** Effective March 1, 2005, employees with less than one year of service will accrue 1/12<sup>th</sup> of eighty (80) hours of vacation time per month.

#### **ARTICLE XVI**

##### **Holidays**

**Section 1.** The following days shall be observed as holidays: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. If the Company elects to observe an additional holiday during the period of this Agreement, it will apply to the employees covered by this Agreement when it becomes effective for other employees of the Company.

**Section 2.** Holidays falling on Sunday will be observed on the following Monday, Holidays which fall on Saturday will be observed on the preceding Friday. Where the date of observance of any of the foregoing holidays is changed by federal or state legislation the Company shall designate the day to be observed as the holiday.

**Section 3.** Each regular full-time employee who is otherwise eligible as provided below shall receive eight (8) hours' holiday pay computed at his regular rate for the holidays set forth in Section 1 above.

**Section 4.** In order to qualify for holiday pay for a holiday not worked, an eligible employee must be on the payroll on the day the holiday is observed, must have performed some work in the payroll period unless he is receiving sick pay, in which case such employee shall receive holiday pay in lieu of his allowed sick pay.

**Section 5.** A holiday shall be recognized as extending from midnight to midnight on the day observed as a holiday.

**Section 6.** An employee required to work on a holiday shall be paid at time and one-half for all hours worked within his/her normal schedule in addition to the holiday pay allowance. For hours worked outside his/her normal schedule they shall be paid at two and one-half times his/her regular rate of pay; including time worked through the mid-period mealtime (mid-period mealtime representing a period commencing four (4) hours after employee's normal start time and ending one half hour thereafter). An employee called out to work on a holiday shall be paid three hours at the rate herein provided as a minimum or at the rate herein provided for the hours worked, whichever is greater.

**Section 7.** The company will allow a minimum of 50% of the employees to schedule the day after Thanksgiving and Christmas Eve as vacation or allowed days.

**Section 8.** Each regular employee with more than six (6) months of continuous service will be eligible for three allowed days off with pay during any calendar year, in addition to his regular vacation allowance and observed holidays. The employee will be given his choice of allowed days off, depending on the work requirements of his section and the availability of necessary substitutes; provided, however, that the employee must make written request for an allowed day to his immediate supervisor at least twenty-four (24) hours in advance of requested date. An employee will not be paid in lieu of allowed days off, and they must be taken during the calendar year or they are forfeited.

## **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 Fridays 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 eight (8) hour workday, or prior to beginning a call-out, or planned work on a rest day or holiday, to a higher grade job classification within the Bargaining Unit, 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.** An employee who retains his job classification in the Bargaining Unit while temporarily assigned to work outside the Bargaining Unit 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.

**Section 7.** 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 8.** 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 9.** An employee temporarily assigned to a lower rated job shall be paid his regular rate of pay for the temporary assignment.

**Section 10.** 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, Section 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.

**Section 11.** The interpretation and application of the Schedule A shall be as follows:

- A. Employees employed in the lineworker, electrician, meter tech, meter reader, utilityworker, and serviceworker classifications shall, if qualified, advance to the next higher

classification after having served six (6) months or worked 120 days, whichever date last occurs, at the maximum wage rate in the lower classification. Similar advancement shall occur at intervals determined in like manner thereafter if the employee is qualified until he reaches the maximum rate for the "A" classification. However, if an employee is not qualified to progress to the higher classification after 260 days worked at the maximum rate of the lower classification, his employment shall be terminated.

- B. A new employee or an employee being advanced to a higher job classification shall receive the minimum wage rate for his classification. Such employee shall receive intermediate and maximum wage rates for such classification as he is determined to be qualified therefore. An employee must serve a minimum of six months and work at least 120 days at each wage rate before being eligible for an increased wage rate. However, if an employee is not qualified to progress to the next higher rate in his classifications after 260 days worked at the lower rate, his employment shall be terminated.
- C. An employee who is not at work on the effective date of any wage increase will not receive the increase until and effective on the date he returns to work.
- D. When used in this Article, the word "work" shall include vacation, allowed days, holidays, days absent for a death in the family, and days absent to serve on jury duty or as a subpoenaed witness on court case but shall not include days absent due to sickness, injury or any other reason.

- E. Limited to the duration of the contract, utilityworkers may apply for vacant positions, and if awarded the job, he/she shall be compensated at the rate of Lineworker C min, Electrician C min, Serviceworker C min, or Meter Reader A min. (grandfathered wage scale) while in the minimum classification for such job, provided that such employee was compensated at a higher rate in his former job classification. He/she shall be continued at the above rate with general wage increases applied to said position until such time the progression classification exceeds the above rate.
- F. An employee who changes jobs shall be compensated at the bid-back rate as noted on Schedule A while in the minimum classification for such job, provided that such employee was compensated at a higher rate in his former job classification. Thereafter, such employee shall be compensated at the rate provided according to Schedule A.
- G. For work at another electric utility requesting mutual assistance for restoration of service, employees will be compensated with a 5% premium for all paid wages. This premium payment does not apply to any current or future franchised territory of Allegheny Energy and also excludes work within DQE's existing franchised territory.

## **ARTICLE XVIII**

### **Hours of Work and Overtime**

**Section 1.** All employees will work under the following conditions:

- A. The normal work day shall consist of eight (8) consecutive hours (except for one-half hour out for mid-period meal) starting between the hours of 6:00 a.m. and 8:00 a.m.; provided, however, once a normal starting time for an employee has been established, the Company shall have the right to change such employee's normal starting time, for a period not less than one normal work week, only upon giving the employees affected three normal work days' notice prior to his beginning the new starting time. If such notice is not given, all hours worked by such employee on the first day at the changed starting time shall be paid for at the rate of time and one-half such employee's regular rate. In the event an employee's normal starting time is after 12:00 noon and before 3:00 a.m., he shall be paid a shift differential per Schedule A for each regularly scheduled hour worked during said shift.

Normal starting time for all lineworkers, utilityworkers, electricians, metering, meter reading and like positions will be 7:30 a.m. Serviceworker starting times will be scheduled at management discretion. The Company may schedule if needed for coverage, a meter reader in the Fairlea Service Center to begin work at 9:00 a.m. (and if a meter reader is needed to work at 9:00 a.m. others may volunteer). Selection of such later starting meter reader will be made first with volunteers (by seniority), but if there are no volunteers, then by reverse Section Seniority on a weekly rotating basis. Additionally, if the

Company establishes a lead meter reader position in accordance with Article XI, it may be assigned to a starting time of one-half (1/2) hour prior to the regular scheduled starting time for the meter reading section.

In the event that a sufficient number of volunteers are interested in working a 4X10 schedule (either on a rotating Monday/Tuesday start or one of the designated Wednesday starts for meter readers) as outlined in Article XVIII, Section 2, there shall be no need for the Company to implement the 9:00 a.m. start time for meter reader coverage.

- B. The normal work week shall consist of five (5) consecutive work days Monday through Friday.
1. The Company may schedule a different work week for meter readers, Tuesday through Saturday. Such Tuesday through Saturday schedule will be limited to one meter reader (per location) two Saturdays per month during the time period from the 1<sup>st</sup> Monday in March through the 1<sup>st</sup> Saturday in November. Such Tuesday through Saturday schedules will be offered on a voluntary basis by seniority, but if there are no volunteers, then by reverse Section Seniority on a weekly rotating basis. Affected employees shall be given three normal work days' notice (ten calendar day notice for meter readers prior to the

straight time Saturday) prior to the beginning of the new schedule. If such notice is not given, all hours worked by such employee on the first day of the changed schedule shall be paid for at the rate of time and one-half such employee's regular rate. This notice provision would also apply to the WED/SAT schedule as outlined in Section 2 A of this article.

2. The Company may schedule a different work week (five consecutive days) for serviceworkers upon giving the employees affected three normal work days' notice prior to the beginning of the changed work week. If such notice is not given, all normal work time worked on the first day of the changed work week shall be paid at the applicable overtime rate.
- C. For purpose of computing weekly overtime, a week consists of seven (7) consecutive days beginning and ending 12:01 a.m. Sunday.
- D. Except as provided in Article XVI Section 6, overtime shall be paid for at one and one-half the employee's regular rate for all hours worked outside the normal work day (provided the employee has worked his scheduled hours that day) and for all hours worked on his first scheduled day off in a week. Overtime shall be paid for at double the employee's regular rate for all hours worked on a second scheduled day off in a week.

- E. Pyramiding of overtime shall be permitted. Any overtime hours paid for on a daily basis, whether at time and one-half or double time, shall not be considered as hours worked for computing weekly overtime.
  
- F. For purposes of overtime distribution, only one (1) peg call list will be utilized at service center for all categories of overtime, and Peg System Guidelines shall be adhered to.
  
- G. An employee who has worked sixteen (16) hours or more in any twenty-four (24) hour period without an eight (8) consecutive hour rest period shall, upon release, be entitled to an eight-hour rest period before returning to work. If such rest period extends into employee's scheduled work period for five (5) hours or more, the employee may be excused from duty for that entire scheduled work period. If such rest period extends into an employee's schedule for less than five hours, the employee shall report to his assigned work location at the end of such rest period. An employee shall be paid for time excused during his scheduled work period at his regular wage rate when time to be compensated for is used for rest and not devoted to other interests. All time worked in excess of sixteen (16) hours in any twenty-four (24) hour period shall be compensated for at double the employee's regular rate.

- H. An employee who is called for emergency overtime work, works within the period beginning five hours and ending one hour before the regularly scheduled starting time during the normal work week on a day such employee is scheduled to work, and is released prior to starting time shall be entitled, upon release, to paid rest time, at straight-time rate, hour for hour up to a maximum of four hours. Such rest time shall commence at the regularly scheduled starting time. If an employee works until starting time, he shall be entitled to such paid rest time upon release or at the option of the Company, be paid double his normal rate for those hours worked. If this work period is a part of a sixteen hour period, as outlined in paragraph G of this section, there will be no duplication of rest time.
- I. Assignments of non-emergency work outside the assigned reporting location requiring the employee's absence from home overnight shall be distributed as equitably as practicable among employees in each occupational category. Such assignments shall be rotated in order to equalize the time periods an employee is required to work outside his assigned reporting location.

**Section 2.** Alternative Work Schedules:

- A. Voluntary - Managers will survey the employees in each work location to determine those wishing to work 4X10's (either on a rotating Monday/Tuesday start or one of the designated Wednesday starts

for meter readers). If a sufficient number of employees express an interest in working a 4X10 schedule, the managers will determine which jobs to offer with such a schedule. The manager will specify the starting time for the 4X10 schedule between 6:00 a.m. and 7:30 a.m. and the duration of the 4X10 schedule. Those wishing to work 4X10's will be assigned to crews that will work the 4X10's locally. Those volunteering for the 4X10 schedules will rotate between a Monday and a Tuesday start every three weeks for the duration of the 4X10 schedule. Those who wish to remain on the 5X8's (Monday start) will be assigned to crews that work the 5X8's.

- B. The schedules will be established for a period of time with sufficient notification to provide stability for Company and Union employees.
- C. The Lines department, electricians, meter technicians, meter readers, and utilityworkers will be eligible to work 4X10's as set forth in Section 2 A, except that meter readers may choose to work a WED-SAT (4X10) schedule. Such WED/SAT schedule will be limited to one meter reader (per location) two Saturdays per month during the time period from the 1st Monday in March through the 1st Saturday in November on a volunteer basis by seniority.

- D. All schedules will be considered normal schedules for pay and contract purposes. Normal schedules will be the current 5X8 (Monday start) or 4X10 days on either M/T/WED start.
  
- E. Employees will be eligible for meal entitlements when working more than one hour beyond the scheduled end time of ten-hour shifts.
  
- F. During a holiday week, all work schedules will revert to 5X8 schedules.
  
- G. Vacations and Sick Time would be charged on an hour-for-hour basis, i.e., an employee taking a full day of vacation would be charged 10 hours of vacation time when working a 10-hour shift (8 hours when on an 8-hour shift).
  - 1. A Personal Convenience Day is 8 hours.
  - 2. Employees who work a 4X10 schedule shall be permitted to utilize one day (8 hours) of their vacation allotment in partial days (two-hour increments) and four days (32 hours) in half-day increments. All other employees may utilize forty (40) hours of vacation in half-day increments. Use of partial days will remain subject to management approval, except for increments of personal convenience days used to supplement full vacation days.

3. Section 1D will apply when employees are required to work overtime (i.e., Sunday is paid at double-time and all other days are paid at time and one-half). If a schedule results in four (4) or more days off, Sunday and the fourth (4th) day off will be double time days.
4. Change of regular week work schedule (Article XVIII, Section 1A) shall not apply when schedules are changed on a voluntary basis.
5. Bereavement. An employee who suffers bereavement during a period when he is scheduled to work a four 10-hour day week shall continue on a four 10-hour day schedule for the remainder of that week.

Court Duty. An employee who is scheduled to serve on a jury or appear as a subpoenaed witness in a court case will not be scheduled for four 10-hour day work week during the week of his scheduled appearance. If any employee working a four 10-hour day schedule is required to appear as a subpoenaed witness in a court case without sufficient advance notice so his schedule can revert to a five 8-hour day schedule, the days so required will be considered 10-hour days.

6. If under any circumstances local areas of IBEW 50 or Service Center Management Teams encounter problems with this alternative work schedule, or regular starting times as outlined in 1A, the Company and the Union agree to meet to attempt to reconcile such differences. This meeting will be held as soon as practicable between the parties. In no case will this meeting be delayed more than thirty days following initial contact by either party.

**Section 3.** All employees will work under the following conditions:

- A. Payment will be made at one and one-half times the regular rate for all call-outs-schedule (except on holidays) with a minimum of three hours at such rate for each such call-out. Payment will be made at double time for all such call-outs on Sundays.
1. Non-shift employees who work four (4) hours or more, whether continuous or not, between the end of the day shift and the start of the next day shift shall receive the appropriate shift differential for hours worked on the afternoon or night shift. Employee is not paid shift differential when minimum overtime allowance provision is applicable.

- B. An employee required to work on a holiday will be paid as provided in Section 6 of Article XVI.

**Section 4.** Employees will be paid for overtime and will not be required to take time off in lieu of overtime pay. Appropriate overtime records involved will be made reasonably available to the Brotherhood upon a complaint under this Section.

**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.** No employee shall be required to stand by at home at anytime.

**Section 8.** 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 9.** 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 five (5) days of eight hours each.

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

**Section 10.** An employee who has had previous notice of holiday or rest day work which is canceled after midnight of the preceding day will be paid for a minimum of three 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 the Local Union, for the purpose of considering suggestions presented by the Local Union 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 investigation or a formal hearing concerning an accident in which an employee was injured, the Local Union shall be notified and have the right to have an employee representative, or the Business Manager of the Local 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 the Local Union involved and to the Local 50 office.

**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.

All eligible employees in the bargaining unit shall be eligible to participate in the Company's "Employee Personal Protective Equipment" program as provided, administered and controlled at the Company's discretion.

**Section 4.** Employees will not be required to work outdoors when weather conditions are too severe for the work at hand except in emergencies. Other work as may be available will be provided indoors during the time weather conditions limit outdoor work.

## **ARTICLE XX**

### **Benefits**

**Section 1.** The Company agrees to continue, during the term of this Agreement, the following employee benefits programs now in effect unless any or all such programs are discontinued or modified equally insofar as all the Company's employees are concerned:

- √ Allegheny Energy Retirement Plan
- √ Allegheny Energy Employee Stock Ownership and Savings Plan
- √ Allegheny Energy Medical Program:
  - Basic Option
  - Point-of-Service (POS) Option
  - Health Maintenance Organization (HMO) Option
- √ Allegheny Energy Dental Program:
  - Basic Option
  - Dental Preferred Provider Organization (DPPO)
- √ Allegheny Energy Long-term Disability Program:
  - Basic Option
  - Plus Option
- √ Allegheny Energy Group Life Insurance Plan
- √ CIGNA Group Universal Life Insurance Program
- √ Allegheny Energy Travel Accident Plan
- √ Allegheny Energy Voluntary Benefits Program
- √ Allegheny Energy Vision Discount Plan
- √ Allegheny Energy Sick Pay Plan, as contained in Article XIV
- √ Flexible Spending Accounts
- √ Allegheny Energy Pre-tax Premium Payment Plan
- √ Allegheny Energy Separation Allowance Plan
- √ Allegheny Energy PC Loan Program
- √ Allegheny Energy Educational Assistance
- √ Allegheny Energy Educational Death Benefit
- √ Allegheny Energy Safety Spectacle Plan

**Section 2.** If, during the term of this Agreement, the Company establishes any new benefit plan for all other employees similar to those benefit plans listed in Section 1 above, not less than thirty (30) days prior to the effective date of such benefit, the Company shall notify Local 50 of the content of such benefit. The Union may notify the Company they wish to open negotiations for the purpose of negotiating any such plan or plans.

**ARTICLE XXI**  
**Retail Delivery**

**Section 1.** The Union and the Company agree that the Company can implement its retail delivery program at all service centers where Union represented employees are employed.

**Section 2.** The Union and the Company agree that the implementation of the retail delivery program will result in the elimination of two (2) stores positions now held by Union represented employees. The Union and the Company agree that the Company will offer the two (2) incumbent storekeepers the position of utilityworker at the Fairlea Service Center at one hundred percent (100%) of their current pay and that those employees will be eligible for future general wage adjustments.

**Section 3.** The Union and the Company agree that for purposes of vacation scheduling, the incumbent storekeepers will be grouped together and vacation selections for this group will be scheduled separately from all other groups.

**Section 4.** The Union and the Company further agree that if the Company again establishes the storekeeper position at the Fairlea Service Center, the incumbent storekeeper(s) in that unit shall have the first opportunity for such positions in order of seniority.

**ARTICLE XXII**  
**Ready Response Call Truck**

- I. Truck can be kept at home or mutually agreed nearby location.
  - A. Lines
    - 1. Qualified employee call truck list.
      - a. Call truck list to rotate on weekly basis (Monday evening-Monday morning).
        - 1) In the event Monday is a holiday, the employee will return the truck to the service center at the regular starting time to exchange it with the employee who has responsibility for that week. The two employees may agree to a different location for the truck exchange.
      - b. One truck, limited to service bucket or service truck per location, with the option to select which of the available trucks they will take.
      - c. Daily fee \$40 a day (7 days/week) with cellular phone and/or pager provided by Company.
      - d. Paid from time of call to return home with immediate response.

- e. Use of truck on personal basis within guidelines.
    - 1) For transportation only.
    - 2) When using for non-company use, travel should be limited to a 25-mile radius from home.
  - f. Notify Customer Service Center if not available.
    - 1) Abuse of this provision will lead to counseling from employee's supervisor and continued abuse may result in additional action.
- B. Union and the Company agree that locations in Local 50 are defined as Fairlea and Hinton.
- C. Employees that take the call truck will be unavailable for requests for out of town work. This includes Resource Sharing and Emergency Work to other Allegheny Power or foreign utilities.
- II. A. Voluntary – by seniority. If no one volunteers, the Company can force the least senior qualified, rotating by section seniority from the Total Qualified List. There will be three lists available for Ready Response Call Truck: Total Qualified list, Voluntary List, and Absence Replacement List. The Total Qualified list will contain all qualified employees listed by section seniority. The Voluntary List and Absence Replacement List will need to have employees sign up to be on these lists. The initial Voluntary list and Absence

Replacement list will be voluntary, and by section seniority.

- B. No employee's name can appear on the Voluntary List more than once and no employee can have the call truck for more than two consecutive weeks. (Due to the smaller size of the crew located in Hinton, the two consecutive week restriction may be waived by the Company for employees in Hinton, from time to time.) Qualified employees can sign up for the Voluntary List beginning on Monday of each week and will sign up for the first available week on a first come/first serve basis.
- C. If no one has signed on the Voluntary List, the least senior employee that is pegged on the Total Qualified list will be forced to take the truck for the week. As soon as the employee meets their requirement, the peg is moved to the next least senior.
- D. Employees that sign up for the Absence Replacement List will initially be listed in section seniority and will rotate from the top. If the employee who has the truck for the week is legitimately unable to carry out duties for any or all of a week, the Company will go to the top of the Absence Replacement List and ask employees from the top if they are able to fill in and take the truck for all or any of that week. If no one is available from this list, the employee that is pegged on the Total Qualified List must take the truck.

- III. The Company may implement a second ready response truck in the Fairlea Service Center. The second truck process would be the same as that described herein, and the truck would be the primary backup to the first ready response truck. The second truck, if any, would be called prior to running the lineworker list.

**ARTICLE XXIII**  
**Peg System Guidelines**

I. Groups

A. Six qualified groups

1. Qualified Groups (Separate lists by Lineworkers/Serviceworkers, Service-worker with truck, electricians, meter techs, utilityworkers, and meter readers)
2. Qualified groups will be formed and maintained according to section seniority.

B. Call Sequence – The company will assign lines work according to the following sequence.

1. Qualified employees already working and available
2. The Ready Response truck(s)
3. Serviceworkers with trucks
4. Lineworkers/Serviceworkers

II. Operation of groups and peg

- A. Groups will be operated on a rotating basis by opportunity.

B. Operation of Qualified Group

1. The Company shall run (from the location of the peg) the Qualified Group in its entirety to obtain an employee or number of employees needed.

C. Forced

1. In the event that B is unsuccessful, then starting at the original location of the peg, the groups may be run in order to the bottom of the Qualified Group following otherwise normal peg procedure to the peg's origin and order out the necessary number of employees contacted.
2. In the event of a service center emergency, as defined below, the Company may skip directly to the forced running of the list. A service center emergency, for purposes of this section, shall be defined as those occasions when all available employees in a section are urgently needed to work, and called to do so.
3. If additional employees are needed to respond, the Company will run the qualified group in the adjacent Local 50 Service Center before going elsewhere.

- D. In all circumstances, the peg's location will be determined by the last responding employee from the Qualified Group.

- E. When more than one employee is needed for call-out, upon request of the lineworker in charge at the site, the Lineworker/ Serviceworker in Training, Utilityworker list may be used. Subsequent Lines or Non-lines help will be called from the list requested by the lineworker in charge at the work site.
  - F. The order of preference for non-lines groups responding to lines events will be electricians, then meter reading, followed by the meter technician.
- III. Lineworker/Serviceworker in training – Utility-worker group.
- A. This group shall not be run for primary response. Its purpose is to aid and assist qualified groups and provide training opportunities for the Lineworker/Service-worker in training.
  - B. Group will operate on a rotating basis by opportunity.
  - C. Group will include utilityworkers.
- IV. Vacation, Sickness, etc.
- A. An employee with a week of scheduled vacation beginning on Monday and ending on Friday shall not normally be scheduled to work or called to work during his two scheduled days off before his scheduled vacation and during the two scheduled days off following vacation. If an employee has three (3) days of vacation scheduled either

beginning on Monday or ending on Friday, he shall not be normally scheduled or called to work during the two (2) scheduled days off immediately prior to or following the scheduled vacation, as the case may be.

- B. Employees shall normally not be called for a 24-hour period beginning at the normal starting time of the day the excused employee meets the following criteria:
1. Single day vacation
  2. Allowed day
  3. Absent due to illness
  4. Death in family (per contract guidelines)
  5. Jury duty
  6. Leave of absence
- C. Employees excused from call-out responsibilities for any of the above reasons may, at the Company's discretion, be called to respond to severe emergencies.
- D. Employees taking vacation in half-day increments are not excused from call-out responsibilities. The Company may, at its discretion, excuse employees from call-out when such employee has been approved for light duty, when such calls may conflict with prearranged work assignments, out-of-town work assignments, and rest periods (per contract guidelines). Employees attending required military meetings shall be excused for the period of time necessary to attend such meetings.

V. If under any circumstances local areas of IBEW Local 50 or Service Center Management Teams encounter problems with these programs, the Company and the Union agree to meet to attempt to reconcile such differences. This meeting will be held as soon as practicable between the parties. In no case will this meeting be delayed more than 30 days following initial contact by either party.

**ARTICLE XXIV**  
**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 March 1, 2005.

**Section 2 A.** This Agreement shall remain in full force and effect until and including February 28, 2010, and thereafter shall be automatically renewed from term to term of one year 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 February 28, 2010, or at least sixty (60) days prior to February 28, 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 2 B.** Wage rates, shift differential, and bid back rate for the period from March 1, 2008 through February 28, 2009, and March 1, 2009 through February 28, 2010, shall be the subject of negotiations between the parties hereto. In the event

the parties are unable to agree upon such wage rates, shift differentials and bid back rates, prior to March 1, 2008, or March 1, 2009, as the case may be, the provisions of Article V hereof shall become inoperative effective March 1, 2008, or March 1, 2009, as the case may be, until agreement has been reached upon such wage rates, shift differentials and bid back rates. (Article XXIV, Section 2B)

**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.** Changes or amendments in any current Agreement can be made at any 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.

**Section 5.** If during the term of this agreement the Parties mutually agree to meet for the purpose of discussions and or negotiations, the Company agrees to pay all wages for the Union Officers (excluding full time Officers) for those mutually agreed upon dates. The section shall not apply to full contract negotiations.

**ARTICLE XXV**  
**Resource Sharing**

**Section 1.** The following provisions in the area of resource sharing are applicable to IBEW Local 50. The current practice of working Hinton and Fairlea employees in both service territories will continue as needed, from time to time, and will be preferred as resources are available, over other groups as listed herein. For purposes of this article, working any Hinton or Fairlea employee within both service territories is not resource sharing.

**Section 2.** Resource Sharing will enable Monongahela Power Company to gain the maximum utilization of employees in the Allegheny Power System service territory irrespective of their work location or bargaining affiliation, subject to the limitations set forth in paragraphs below. It is the intent of Monongahela Power Company to reduce the use of contractors through Resource Sharing.

**Section 3.** By agreeing to the concept and methodology of this section, the parties do not intend to alter, in any way, the provisions of Article VIII.

**Section 4.** The Company will notify the Unit Chairman five (5) days in advance of any resource sharing into Local 50 territories.

**Section 5.** Resource Sharing will be viewed as a temporary work assignment. When non-Local 50 personnel do traditional Local 50 work, it will not become their work. No Resource Sharing will be

made to a Local 50 location when Local 50 employees are on Resource Sharing.

**Section 6.** Resource Sharing does not alter current out of town storm trouble practices.

**Section 7 A.** If resource sharing is utilized, the following order of preference for lines and substation maintenance work in Local 50 area will be as follows (qualified personnel only):

1. Contiguous reporting location
2. Non-contiguous reporting location
  - (a) 2357 members
  - (b) Other non-union
  - (c) Other bargaining unit
3. Contractor (Note: If contractors are utilized, the Company will be subject to the provisions of Article VIII of the General Labor Agreement.)

**Section 7 B.** Order of preference for day-to-day work performed in Substation Construction and Storeroom will be geography and work load. In return for that flexibility, the Company agrees not to develop a pattern of economic harm to employees as a result of Resource Sharing.

**Section 8.** Resource Sharing crews will be assigned hours not to exceed those of like (qualified) personnel, excluding substation construction work, of the home location (on a weekly basis). Does not include travel or emergency time.

**Section 9.** Voluntary – Forced least senior qualified with consideration for health and personal reasons. The employees to participate in Resource Sharing will be selected by seniority in the particular classification, volunteer first. If there are insufficient volunteers, the assignment will take place based on inverted seniority on a rotating basis by classification in the locality. The Company will specify the crew composition, classifications, locations, and the nature of the work to be performed. The assigning manager will be responsible for supplying the Unit Chairman with the following information 3 days prior to posting.

1. Location of Assignment
2. Location From Which Employees Are Drawn
3. Length of Assignment
4. Employee Classification
5. Name of Employees
6. Work Hours

**Section 10.** Scheduling by crew (voluntary):

1. Less than 25 miles: 5X8 or either of the 4X10 (M or T start) schedules determined by consensus of team.
2. 25-60 miles: 5X8 or 4X10 (begin M or T)—the crew will have the option by consensus to stay overnight. If so, the schedule reverts to 4X10 (begin M or T).
3. Greater than 60 miles: 4X10 (begin M or T)—crew to stay overnight.

**Section 11.** When overnight is utilized:

1. Rotating list by seniority.
2. Intention is to give two weeks prior notice if possible.
3. \$35 expense for breakfast, dinner, and incidentals. Lunch is provided with time.
4. Overtime is added to time sheet (the round trip difference between motel and job site as appropriate rounded up to the next 15-minute interval). It is understood that a 15-minute minimum will exist.
5. Separate rooms will be provided. Certain situations may arise that do not permit separate rooms (for example: room availability within a reasonable commute). These will be discussed in advance when volunteers are requested.
6. If employees working under Resource Sharing are required to work two hours or more beyond the ten hours, they will be given 45 minutes of paid time to eat their dinner after the end of the days' work. If such employees are not required to work two hours or more but are instead offered the option of working these additional hours, they will not be provided paid time to eat their dinner. The employees who will be offered the opportunity to volunteer for Resource Sharing will be informed prior to volunteering as to which of these options will be employed for the work being offered.

**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 8th day of March, 2005.

**Monongahela Power  
dba Allegheny Power**

**Local Union 50  
International Brotherhood  
of Electrical Workers**

/s/ Todd W. Faulk,  
GM, Personnel Relations

/s/ Jack Wells

/s/ C. Vernon Estel,  
General Manager, Oper.

/s/ Brad Stevens

/s/ Tammy J. Ross,  
General Manager, Oper.

/s/ Eugene L. Poats

/s/ John C. Hilderbrand,  
General Manager, Substations

/s/ Edward McDowell

/s/ Thomas E. Hann,  
Consultant, Personnel Relations

/s/ Michael Sizemore

**Schedule A**

Allegheny Power		IBEW Local 50		
Wages - Effective March 1, 2005				
Schedule A				
Job Title	Min	2nd	3rd	Max
Lead Lineworker	XX	XX	XX	\$27.92
Lineworker A	\$26.35	XX	XX	\$26.95
Lineworker B	\$22.67	\$23.81	XX	\$25.07
Lineworker C	\$19.46	\$20.38	XX	\$21.42
Lineworker Apprentice*	\$14.43	\$16.12	\$17.23	\$18.38
Lead Electrician	XX	XX	XX	\$27.92
Electrician A	\$26.35	XX	XX	\$26.95
Electrician B	\$22.67	\$23.81	XX	\$25.07
Electrician C	\$19.46	\$20.38	XX	\$21.42
Electrician Apprentice*	\$14.43	\$16.12	\$17.23	\$18.38
Serviceworker A	\$26.65	XX	XX	\$27.25
Serviceworker B	\$22.97	\$24.11	XX	\$25.37
Serviceworker C	\$19.46	\$20.38	XX	\$21.42
Serviceworker Apprentice*	\$14.43	\$16.12	\$17.23	\$18.38
Meter Tech A	\$25.40	\$26.35	XX	\$26.95
Meter Tech B	\$22.64	\$23.18	\$24.35	\$24.84
Meter Tech C*	\$19.45	\$20.37	\$20.63	\$21.80
Utilityworker A	\$18.68	\$19.52	\$20.32	\$21.17
Utilityworker B*	\$14.43	\$15.95	\$16.83	\$17.76
Meter Reader A (1)	\$19.29	\$19.74	\$20.35	\$21.47
Meter Reader B* (1)	\$14.43	\$16.12	\$17.23	\$18.38
Meter Reader A (2)	\$14.52	\$15.07	\$15.67	\$16.30
Meter Reader B* (2)	\$11.34	\$12.07	\$12.97	\$13.84

- (1) Any employee presently employed as of February 28, 2005 shall be entitled to the "grandfathered" wage scale when bidding/bumping/ or displacing due to physical infirmity in accordance with Article XI of the labor agreement.
- (2) This rate shall apply to all other employees entering the classification on or after March 1, 2005.

\* Denotes Beginning Job  
 Shift differential = \$.99  
 Bid-back rate = \$15.80

## Schedule A

Allegheny Power		IBEW Local 50		
Wages - Effective March 1, 2006				
Schedule A				
Job Title	Min	2nd	3rd	Max
Lead Lineworker	XX	XX	XX	\$28.69
Lineworker A	\$27.07	XX	XX	\$27.69
Lineworker B	\$23.29	\$24.46	XX	\$25.76
Lineworker C	\$20.00	\$20.94	XX	\$22.01
Lineworker Apprentice*	\$14.83	\$16.56	\$17.70	\$18.89
Lead Electrician	XX	XX	XX	\$28.69
Electrician A	\$27.07	XX	XX	\$27.69
Electrician B	\$23.29	\$24.46	XX	\$25.76
Electrician C	\$20.00	\$20.94	XX	\$22.01
Electrician Apprentice*	\$14.83	\$16.56	\$17.70	\$18.89
Serviceworker A	\$27.37	XX	XX	\$27.99
Serviceworker B	\$23.59	\$24.76	XX	\$26.06
Serviceworker C	\$20.00	\$20.94	XX	\$22.01
Serviceworker Apprentice*	\$14.83	\$16.56	\$17.70	\$18.89
Meter Tech A	\$26.10	\$27.07	XX	\$27.69
Meter Tech B	\$23.26	\$23.82	\$25.02	\$25.52
Meter Tech C*	\$19.98	\$20.93	\$21.20	\$22.40
Utilityworker A	\$19.19	\$20.06	\$20.88	\$21.75
Utilityworker B*	\$14.83	\$16.39	\$17.29	\$18.25
Meter Reader A (1)	\$19.82	\$20.28	\$20.91	\$22.06
Meter Reader B* (1)	\$14.83	\$16.56	\$17.70	\$18.89
Meter Reader A (2)	\$14.92	\$15.48	\$16.10	\$16.75
Meter Reader B* (2)	\$11.65	\$12.40	\$13.33	\$14.22

- (1) Any employee presently employed as of February 28, 2005 shall be entitled to the "grandfathered" wage scale when bidding/bumping/ or displacing due to physical infirmity in accordance with Article XI of the labor agreement.
- (2) This rate shall apply to all other employees entering the classification on or after March 1, 2005.

\* Denotes Beginning Job  
 Shift differential = \$1.02  
 Bid-back rate = \$16.23

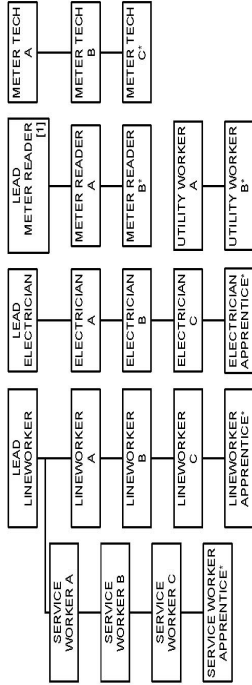
Schedule A

Allegheny Power		IBEW Local 50		
Wages - Effective March 1, 2007				
Schedule A				
Job Title	Min	2nd	3rd	Max
Lead Lineworker	XX	XX	XX	\$29.55
Lineworker A	\$27.88	XX	XX	\$28.52
Lineworker B	\$23.99	\$25.19	XX	\$26.53
Lineworker C	\$20.60	\$21.57	XX	\$22.67
Lineworker Apprentice*	\$15.27	\$17.06	\$18.23	\$19.46
Lead Electrician	XX	XX	XX	\$29.55
Electrician A	\$27.88	XX	XX	\$28.52
Electrician B	\$23.99	\$25.19	XX	\$26.53
Electrician C	\$20.60	\$21.57	XX	\$22.67
Electrician Apprentice*	\$15.27	\$17.06	\$18.23	\$19.46
Serviceworker A	\$28.18	XX	XX	\$28.82
Serviceworker B	\$24.29	\$25.49	XX	\$26.83
Serviceworker C	\$20.60	\$21.57	XX	\$22.67
Serviceworker Apprentice*	\$15.27	\$17.06	\$18.23	\$19.46
Meter Tech A	\$26.88	\$27.88	XX	\$28.52
Meter Tech B	\$23.96	\$24.53	\$25.77	\$26.29
Meter Tech C*	\$20.58	\$21.56	\$21.84	\$23.07
Utilityworker A	\$19.77	\$20.66	\$21.51	\$22.40
Utilityworker B*	\$15.27	\$16.88	\$17.81	\$18.80
Meter Reader A (1)	\$20.41	\$20.89	\$21.54	\$22.72
Meter Reader B* (1)	\$15.27	\$17.06	\$18.23	\$19.46
Meter Reader A (2)	\$15.37	\$15.94	\$16.58	\$17.25
Meter Reader B* (2)	\$12.00	\$12.77	\$13.73	\$14.65

- (1) Any employee presently employed as of February 28, 2005 shall be entitled to the "grandfathered" wage scale when bidding/bumping/ or displacing due to physical infirmity in accordance with Article XI of the labor agreement.
- (2) This rate shall apply to all other employees entering the classification on or after March 1, 2005.

\* Denotes Beginning Job  
 Shift differential = \$1.05  
 Bid-back rate = \$16.72

IBEW LOCAL 50  
LINE OF PROMOTION CHART



\*Denotes "Entrance Job"  
†Denotes "Per Article XI Section 4A4"

Approved: IBEW Local Union No. 50	Effective as of:	Approved: Allegheny Energy
By: _____ Date: _____		By: _____ Date: _____
President/Business Manager Local Union 50		Title: _____ Date: _____

**RANDOM DRUG TESTING PROGRAM  
(NON-DOT)  
GUIDELINES FOR LOCAL 50  
(Attachment #1)**

1. The Company plans to expand random drug testing to include all employees not currently subject to DOT random drug testing, except where limited by law (preventing the Company from testing employees in non-safety sensitive positions working in West Virginia. All positions currently represented by Local 50 are considered "safety sensitive." This determination will need made on a case-by-case basis for any new positions.)
2. The corporate-wide implementation date of this program is anticipated to be no earlier than the fall of 2001.
3. The panel used for drug testing will mirror the five-substance panel used for DOT testing. Levels to define a "positive" drug test will also mirror the DOT levels, and may change from time to time as determined by the DOT. (For a current listing of these substances and levels, please see Appendix A.)
4. The level to define a "positive" alcohol test will be the same as the state level for alcohol for the state in which the employee is working or driving at the time, and may change from time to time as determined by the respective states. (For a current listing of state alcohol levels, please see Appendix A.)

5. A third party administrator will be used to determine which employees are to be randomly tested on any given day. The frequency rate to be used will be the same as the rate used for DOT Federal Highways Division random testing provisions, which is currently as follows:
  - Drugs – 50% of the eligible population is tested in a 12-month period.
  - Alcohol – 10% of the eligible population is tested in a 12-month period.
6. An employee testing positive for the first time will be referred to the Employee Assistance Program, and will be required to follow through with any recommended rehabilitation, as a condition of continued employment. An employee testing positive a subsequent time will be immediately discharged. An employee who refuses to submit to a test will be immediately discharged.
7. All other related provisions of Business Practice A64-02 will apply, including but not limited to:
  - a. Chain-of-custody procedure assured.
  - b. Employee has option to have a second sample tested.
  - c. Confidentiality of test results assured.

**APPENDIX A  
RANDOM DRUG TESTING (NON-DOT)  
SUBSTANCES AND TESTING LEVELS**

<b>Drug Name</b>	<b>Initial Levels (NG/ML)</b>	<b>Confirmatory Test Levels (NG/ML)</b>	<b>Confirmatory Method</b>
Amphetamines	1000		
D-Amphetamines		500	GC/MS
D-Methamphetamine		500	GC/MS
Cocaine Metabolites	300	150	GC/MS
Marijuana Metabolites	50	15	GC/MS
Opiates Metabolites	2000		
6-Acetylmorphine Codeine		2000	GC/MS
Morphine		2000	GC/MS
Phencyclidine (PCP)	25	N/A	GC/MS
Phencyclidine (PCP)	25	N/A	GC/MS

**ALCOHOL TESTING LEVELS**

<b>State</b>	<b>Positive Test Level</b>
West Virginia	0.08
Pennsylvania	0.08
Maryland	0.08
Virginia	0.08

**Flame Resistant Clothing Program  
For Union Meter Readers  
(Attachment #2)**

Allegheny Power's safety rules have been revised to require that employees working on or working near energized facilities wear an outer layer of Flame Resistant or Flame Retardant clothing when performing such work. Any other layers of clothing must be 100% cotton or Flame Resistant/Retardant material.

The revised safety rules do not require the involved employees to wear Flame Resistant or Flame Retardant clothing at all times while working. Only the outer layer must be Flame Resistant or Flame Retardant when working on or working near energized facilities. Therefore, a Flame Resistant Clothing Program will be offered as a voluntary option for IBEW Local 50 meter readers.

**How the Program Works**

Local 50 meter readers were offered an opportunity to choose either the FR Program or the cotton program. Similar to the Lineworker/Electrician Program, the Company will make available to all participating union, Allegheny Power Local 50 meter readers, an \$1,100 credit for the year 2001 will be made available for the purchase of Nomex III-A Flame Resistant Clothing from a Company approved vendor.

On January 1, 2003 and successive years, each participating meter reader will have a \$250 credit to his/her account with the vendor and may use it to purchase additional or replacement Nomex III-A clothing. The employee also has the right to leave

the \$250 in the account for the purchase of Nomex III-A clothing in a future year. (The \$250 amount is subject to review and change based on our experience as to the life of the clothing and the future cost of the clothing).

**Who can participate**

IBEW, Local 50 Union meter readers who have achieved regular status have the option to participate in the program.

Eligible employees must choose to participate in either the FR Clothing Program or the Cotton Uniform Program by December 1, 2001. Once an employee elects to participate in the FR Clothing Program, that employee will not be allowed to switch back into the Cotton Uniform program.

If any eligible employees do not want to be in the FR Clothing Program, then the Company will continue to provide uniforms through its existing Cotton Uniform Program. Those employees who remain in the Cotton Uniform Program will be required to wear Nomex III-A coveralls when working on or working near energized facilities.

Probationary meter readers will be issued one pair coveralls. Upon being made regular, they will have five (5) working days to select either the Cotton Uniform Program or the FR Clothing program. Such employees enrolling in the program after 2001, will receive an allotment of \$850 (excluding the issued coveralls) for the first year of the program and \$250 for successive years.

**Clothing Options + Ordering**

Employees should select the quantities of the clothing that they desire and submit their orders to their immediate supervisor for approvals.

The Allegheny Power logo and the individual's first name will be embroidered on all shirts, jackets, coveralls, etc. Nomex III-A repair kits will be provided either at the time of issuance of the clothing or through stock.

**Future Review**

Since Nomex III-A is new to Allegheny Power and its employees, the above guidelines will be periodically and universally reviewed and adjusted where necessary.

These guidelines will also be changed as needed to maintain compliance with OSHA FR clothing regulations if such regulations change and will reflect OSHA requirements as to type of clothing and definition of clothing that must be provided by the Company and/or the employee.

**Expedited Arbitration Rules**

The following rules shall apply in the handling of “discharge” arbitrations as provided for in Article VI, Section 2 of the Collective Bargaining Agreement.

1. The arbitrator shall be selected in the same manner stated in Article VI, Section 3, Second; except, the parties agree to meet within ten (10) days of receipt of the list of arbitrators for the purpose of striking names.
2. No person shall serve as a neutral arbitrator in any arbitration case in which that person has any financial or personal interest in the results of the arbitration.
3. Either party may be represented at the hearing by counsel and/or other representative.
4. Persons having a direct interest in the arbitration shall be entitled to attend the hearing. The Arbitrator may require the retirement of any witness during the testimony of other witnesses. The Arbitrator shall determine whether any other person may attend the hearing.
5. All witnesses shall be required to testify under oath.
6. The hearing shall be conducted by the Arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. The hearing shall be completed within one day, except in unusual circumstances and for good cause shown, the Arbitrator may schedule an additional hearing date within five days.
7. The Arbitrator shall be the sole judge of the relevancy and materiality of the evidence offered.

8. All documents to be considered by the Arbitrator shall be filed at the hearing. There shall be no post hearing briefs.
9. The arbitrator shall make appropriate minutes of the proceedings, but there shall be no stenographic record
10. The Arbitrator may proceed in the absence of any party who, due notice, fails to be present. An award shall not be made solely on the default of a party. The Arbitrator shall require the attending party to submit supporting evidence.
11. When the parties have completed their presentations the Arbitrator shall declare the hearing closed and no further witnesses or evidence may be presented.
12. The award shall be rendered promptly by the Arbitrator and, unless otherwise agreed by the parties, not later than five business days from the date of the closing of the hearing.
13. The award shall be in writing and shall be signed by the arbitrator. If the Arbitrator determines that an opinion is necessary, it shall be in summary form.
14. The arbitrator shall interpret and apply these Rules insofar as they apply to the Arbitrator's powers and duties.

FORM A of ART. VI I.B.E.W. LU 50-Allegheny Energy Agreement Attach supplemental sheet if more space is needed. Refer to item number.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS Notice to ALLEGHENY ENERGY of Grievance and Appeal to Step B of Article VI, Section 1, Grievances and Arbitration

To: DATE OF THIS NOTICE DATE THIS NOTICE MAILED I.B.E.W. LOCAL NO. 50 GRIEVANCE NO. AE- PLACE (LOCALITY) OF GRIEVANCE

1. DATE GRIEVANCE OCCURED DATE DISCUSSED IN STEP A

2. NAME(S) OF PERSON(S) WHO DISCUSSED GRIEVANCE IN STEP A FOR THE BROTHERHOOD FOR THE COMPANY

3. STATEMENT OF GREIVANCE AND FACTS UPON WHICH BASED:

4. ARTICLES CLAIMED TO HAVE BEEN VIOLATED ARTICLE SECTION ARTICLE SECTION ARTICLE SECTION ARTICLE SECTION

5. REMEDY OR CORRECTION DESIRED OF COMPANY:

6. NAME(S) OF GRIEVANT(S)

7. DATE GRIEVANCE DENIED IN STEP A

8. REASON FOR APPEAL FROM STEP A

9. DATE, TIME AND PLACE OF STEP B MEETING: (A) TO CONFIRM - DATE TIME PLACE (B) BROTHERHOOD SUGGESTS: DATE TIME PLACE (C) BROTHERHOOD REQUESTS COMPANY SUGGEST DATE, TIME, AND PLACE.

DATE THIS NOTICE RECEIVED BY COMPANY SUBMITTED BY JACK WELLS TITLE BUSINESS MANAGER MAILING ADDRESS P.O. Box 6537 Richmond, Va. 23230

COPY DISTRIBUTION: ONE COPY TO LOCAL UNION BUSINESS MANAGER

FORM B of Art VI  
I.B.E.W. LU 50

Attach supplement sheet if more space  
is needed. Refer to form number.

ALLEGHENY POWER  
Notice to IBEW of Decision Applicable to Grievance in Step B  
of Article VI, Section 1, Grievances and Arbitration

TO: **Business Manager,  
Local Union No. 50  
Address  
City, State, Zip**

DATE OF THIS NOTICE  
DATE THIS NOTICE MAILED  
I.B.E.W. LOCAL NO. 50

1. DATE OF GRIEVANCE      PLACE      GRIEVANCE NO.
2. NAME(S) OF GRIEVANT(S)
3. DATE OF I.B.E.W. NOTICE OF APPEAL TO STEP B  
RECEIVED BY COMPANY
4. DATE ON WHICH GRIEVANCE WAS DISCUSSED IN STEP B
5. PERSON WHO HEARD GRIEVANCE IN STEP B
6. COMPANY'S DECISION IN STEP B. THE GRIEVANCE IS
7. STATEMENT OF REASONS AND FACTS IN SUPPORT OF DECISION.  
(IF SUSTAINED SHOW REMEDY OF COMPANY)
8. ARTICLES CONSIDERED AS SUPPORTING DECISION IN 6 ABOVE

DATE THIS NOTICE RECEIVED  
BY BROTHERHOOD \_\_\_\_\_

cc:  
COPY DISTRIBUTION:  
 ORIGINAL TO PERSON WHO SUBMITTED FORM A  
 COPY TO PRESIDENT

SIGNED BY \_\_\_\_\_

TITLE  
LOCATION

COPY TO PERSONNEL DEPT.

**Letter No. 1****Serviceworker Letter of Agreement  
Allegheny Power  
And  
IBEW Local 50  
March 8, 2005**

During the 2005 negotiations, the Company and Local 50 negotiating teams agreed to add the new classification of "Serviceworker" to the Local 50 agreement. This letter of agreement serves to memorialize the agreement regarding transition to the Serviceworker classification and the operation thereof.

**Posting**

The Company will, within 90 calendar days of ratification, post 3 Serviceworker A positions in Fairlea and 1 Serviceworker A position in Hinton. The initial postings will be awarded to incumbent employees according to the following order:

1. Electric Servicemen
  - a. Locality
  - b. Department
2. Lineworker
  - a. Locality
  - b. Department

In the event that the initial 4 position(s) are not filled by qualified employees, the Company may temporarily assign qualified Lineworkers to work afternoon shifts, by location, on a weekly rotating basis, by inverted seniority. Such temporary assignments will not occur when the Company has a sufficient number of qualified Serviceworkers available for such shifts.

Following the awarding of such initial positions, the company may post for afternoon or night shift Serviceworker assignments from time to time, as needed. In lieu of posting and filling afternoon or night shift service worker positions on a regular basis, the parties agree to permitting the existing Serviceworkers at Fairlea Service Center to mutually agree upon allocating shift responsibilities within the qualified group at no less than a week at a time basis (provided that the Company encounters no additional cost as a result of said change). Absent mutual agreement between the qualified Serviceworkers, the Company may assign the least senior qualified Serviceworker to fill such position(s).

**Operation**

Serviceworkers not awarded to a regular afternoon or night shift will be available for assignment on day shift with service or line work, or assigned shift work as needed.

**Transition from Electric Servicemen**

Electric Servicemen who do not accept the Serviceworker position shall become Lineworkers and shall be placed in the seniority list in accordance with the current CBA.

Electric Servicemen awarded a Serviceworker position will be permitted to continue driving a Company truck to and from work. This provision will be limited to no more than 4 positions and shall continue for those persons filling a future vacancy in the Fairlea (3) or Hinton (1) service centers, respectively.

**Other items.**

1. Serviceworkers shall schedule vacation separately from Lead Lineworkers and Lineworkers.
2. Serviceworkers are eligible for the Ready Response truck, except that those assigned an afternoon or night shift will not be eligible for the weekly Ready Response truck for such weeks.
3. Serviceworkers shall be subject to the Resource Sharing Agreement.
4. Serviceworkers or Lineworkers may trade, by mutual agreement, shift work on a weekly basis, with management consent (provided that no additional costs are encountered by the Company as a result of said trade).
5. Starting times for incumbents temporarily assigned Serviceworker shifts shall begin between 3:00 and 4:00PM or 11:00PM and Midnight.
6. The workweek for incumbents temporarily assigned to Serviceworker shifts shall be Monday through Friday.



**Letter No. 2**

October 1, 2001

IBEW Local 50  
PO Box 6537  
2116 Dabney Road, Suite B-6  
Richmond, VA 23230

**Subject: Additional Economic Issues**

The Union and the Company agree that if during the term of this agreement the Company increases the meal allowance or call truck per diem above the levels that have been agreed upon in this agreement, that such increases would be given to the members of Local 50 on the same basis and at the same time.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Crested'.

General Manager,  
Administration



**Letter No. 3**

October 1, 2001

IBEW Local 50  
PO Box 6537  
2116 Dabney Road, Suite B-6  
Richmond, VA 23230

**Subject: Variable Pay**

The Union and the Company agree that if during the term of this agreement the Union expresses an interest in the Company's Variable Pay program, then the parties would meet, but not before January of 2003, to attempt to negotiate to include Local 50 into the Variable Pay Plan, provided that the Company continues to offer such plan to other similarly situated employees.

Very truly yours,

A handwritten signature in black ink, appearing to read 'C. Estel'.

General Manager,  
Administration

**Letter No. 4**

March 8, 2005

Douglas Taylor, President  
IBEW Local 2357  
Weirton Service Center

Brad Stevens, Senior Business Representative  
IBEW Local 50  
P.O. Box 6537  
2116 Dabney Road  
Suite B-6  
Richmond, VA 23230

RE: Separation Plan Provisions

Dear Doug/Brad,

This letter shall confirm the issuance/application of the newly revised Allegheny Energy Separation Plan provisions and their coverage of bargaining unit members within IBEW Locals 2357 and 50, respectively. As you are aware, the enhanced provisions of the Separation Plan now include the following:

- The value of six (6) months of COBRA premiums for medical coverage determined on the basis of the Medical Plan coverage level in effect on the Termination Date and the COBRA rates in effect on the Termination Date applicable to that level of coverage.
- Outplacement Services for three (3) months following the Termination Date.
- A minimum amount equal to six (6) weeks Severance Allowance even though employed for less than six (6) years of Continuous Service.

An employee would be eligible for these enhanced benefits if they execute the attached Waiver and Release Agreement. If an employee chooses to forego the waiver and release, they would not be entitled to any of the

aforementioned enhanced benefits and would receive the normal severance as outlined in the attached Summary Plan Description.

Regardless of whether an employee executes the Waiver and Release Agreement or remains under the standard Severance Package, they would be covered by the seniority provisions of the contract and eligible for recall. As such, there is no need to modify any of the existing contractual provisions as this modification is clearly provided for in Article IV of the IBEW Local 2357 agreement and Article XX of the IBEW Local 50 agreement.

If you are in agreement of the interpretation and application as outlined above, please denote below with your signature in the acknowledgement section. If you have any remaining questions, please contact me directly at 724-838-6250.

Respectfully,

Todd W. Faulk  
Manager, Personnel Relations  
Allegheny Energy

**Letter No. 5**

March 8, 2005

Brad Stevens, Senior Business Representative  
IBEW Local 50  
P.O. Box 6537  
2116 Dabney Road  
Suite B-6  
Richmond, VA 23230

RE: G.I. Bill Benefits and Company  
Training

Dear Brad,

This letter shall serve as confirmation of the Company's agreement to meet and discuss possible certification by the Department of Veteran's Affairs (Charleston) pertaining to their skills/progression training within the Lines, Substations and Metering Departments. The parties shall meet within 90 days of ratification to discuss possible entry and certification efforts in the aforementioned area.

If you have any additional questions regarding this matter, please contact me directly at 724-838-6250.

Respectfully,

Todd W. Faulk  
Manager, Personnel Relations  
Allegheny Energy

C: Tammy Ross  
Bob Schellhaus

## SUBJECT INDEX

This index is merely for convenience. It is unofficial and is not authoritative or exhaustive of the Contract provisions. It is not a part of the Contract and shall have no bearing on the interpretation or application of the Contract.

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