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COLLECTIVE BARGAINING  
AGREEMENT BETWEEN  
FIRSTENERGY CORP.

AND

LOCAL NO. 270

OF THE

UTILITY WORKERS UNION

OF AMERICA

AFFILIATED WITH

AFL-CIO

1800  
workers



2000 - 2003

2000-2003 AGREEMENT

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FIRSTENERGY CORP.  
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UTILITY WORKERS UNION OF  
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**2000 - 2003**



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## **AGREEMENT**

THIS AGREEMENT, made and entered into by and between The Cleveland Electric Illuminating Company and FirstEnergy Nuclear Operating Company, subsidiaries of FirstEnergy Corp., hereinafter referred to as the "Company," its successors and assigns, as hereinafter defined, and the Utility Workers Union of America (successor to the Utility Workers Organizing Committee) affiliated with AFL-CIO, on behalf of Local No. 270, hereinafter referred to as the "Union," representing certain employees of the Company, hereinafter referred to as "employee" or "employees." :

### **SUCCESSORS AND ASSIGNS**

The Company agrees that if it sells, assigns or otherwise transfers any of its business operations to any FirstEnergy Corp. or non FirstEnergy Corp. related entity during the term of the agreement and that transaction involves the transfer of employees currently represented by Local 270, such entity shall be considered a successor to this agreement, and the transaction shall be made contingent upon the agreement of the entity to recognize the Union, and be bound by the terms and conditions of employment set forth in this Agreement in the event the entity or its designee continues the business. The Company will provide the Union with those documents necessary to demonstrate compliance with this Article as soon as practicable after the intent to transfer is made public.

Nothing in the foregoing shall require the

successor entity to offer employment to all persons in the existing workforce. The successor entity's only requirement shall be to offer employment to that number of employees at the facility that the successor entity believes are necessary to satisfy its staffing level requirements at the time of the transfer. Any offers of employment shall be in order of seniority as provided in this agreement. If the successor entity offers employment to all members of the existing workforce at that facility and has further employment needs thereafter, job offers may be made to qualified members of Local 270 who may be on layoff with recall rights. Any employee not offered employment by the successor entity shall, at the employee's option, choose either of the following options: 1. The exercise of the employee's seniority rights under Article VI, Section 6b, to The Company or 2. The receipt of severance benefits as specified under The Company's Severance Benefits Plan.

**WITNESSETH:**

**WHEREAS,** The Company is engaged in furnishing an essential public service which vitally affects the health, safety, comfort and general well-being of a large number of the population; and

**WHEREAS,** the very existence of the Company is conditioned and dependent upon the faithful carrying out of its obligations and responsibility in service to the public; and

**WHEREAS,** this responsibility to the public is the mutual responsibility of both employees and the



management of the Company and requires that any disputes arising between the employees and the management be adjusted and settled in an orderly manner without interruption of said service to the public; and

**WHEREAS**, both parties hereto recognize this mutual responsibility of service to the public; and

**WHEREAS**, both parties hereto desire to enter into an agreement eliminating as nearly as possible any reason for strikes, stoppage of work or lockouts during the term of the said agreement and during any period while negotiations are in progress between them for any change or renewal of said agreement.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual promises and agreements hereinafter contained, it is agreed that:

## ARTICLE I

### ARTICLE I

#### Recognition of the Union

##### Section 1.

The Company recognizes the Union-the Avon, Cleveland and Ashtabula Divisions having been certified by the National Labor Relations Board, October 18, 1943, Case Numbers R-5358 to R-5367, inclusive, to which certification reference is hereby made--as the exclusive collective bargaining agency in all matters pertaining to wages, hours, working and all other conditions of employment, for all operating, maintenance and construction employees, but excluding office, clerical, sales and technical employees, employees in the Civil and Mechanical Engineering, Electrical Engineering, Wire Relations, Survey and Records elements, production and test engineers, load and trouble dispatchers, chemists and laboratory assistants, Property Protection employees, Electrical Inspectors, 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.

The Company and Union agree to treat all employees covered by said certification as a single bargaining unit for purposes of collective bargaining.

This agreement shall have no application to any employee who is not within the unit described in Section 1 of this Article.

## ARTICLE I-II

### Section 2.

It is the policy of the Company and the Union that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to such employees' race, color, creed, sex, religion, national origin, age, handicap, or Vietnam Era Veteran status.

## ARTICLE II

### Union Membership and Dues

#### Section 1.

(a) Any employee hired into or transferred to a job within the bargaining unit shall, within thirty (30) days after the first day of the month next succeeding the date on which he was transferred or comes under the terms of this agreement as provided in Article XIV, Section 2 (whichever is later) become and remain a member of the Union for the duration of this agreement as a condition of continued employment unless:

(1) Such membership is not available on the same terms and conditions generally applicable to other members; or

(2) Membership was denied or terminated for reasons other than the failure of the employee to tender periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

The provisions contained above applicable to transferred employees shall apply to a person who

## ARTICLE II

returns to active employment from a military leave of absence or a layoff period.

(b) The Company will submit to the Union in writing within the first week of each month a list of those employees who, for any reason, have become eligible for Union membership and subject to the provisions of subsection (a) during the preceding month.

(c) The Union will submit to the Company in writing a list of those active employees who have failed to tender their regular initiation fees and dues for a period of one month. The Company will notify promptly those persons named and will discontinue employment to such persons who are not in compliance with the terms of this section within thirty (30) days after such notification. A disagreement between the Union and the Company with respect to the tenure of employment of such persons named will be handled through the grievance procedure.

(d) If the first pay period ending in any month results in all time spent on one-half pay sick leave, or industrial injury pay provisions of this agreement, or if the employee is not entitled to any pay for such pay period, payment of Union dues for that month is waived.

### Section 2.

(a) All employees who sign the following authorization card shall have their Union dues deducted as therein set forth, except as outlined in Section 2(c):

## ARTICLE II

### ASSIGNMENT AND CHECKOFF AUTHORIZATION

I hereby assign to the Utility Workers Union of America (Affiliated with AFL-CIO) and Local No. 270 an amount equal to my monthly dues as provided for in the collective bargaining agreements between The Cleveland Electric Illuminating Company and FirstEnergy Nuclear Operating Company, subsidiaries of FirstEnergy Corp., its successors and assigns, as defined, and the said Union in effect from time to time.

I authorize FirstEnergy Corp. to deduct the said amount from my wages payable to me for the first pay period ending in each calendar month. I further authorize the Company to pay the amount so deducted in the manner provided in the said agreements.

This assignment and authorization shall become effective on the first day of the month next succeeding the date on which the Company receives the authorization card and shall continue in force from year to year so long as there is a checkoff of dues provision in the collective bargaining agreements between the Company and said Union except that it is automatically revoked if I go on military leave, resign, am laid off, discharged, released, or transferred out of the bargaining unit; and except that it can be revoked:

- (1) At any time before it becomes effective,
- (2) At any time during the period from April 1 to April 10 in each year,
- (3) For a period of 10 calendar days following

## ARTICLE II

the designated termination date of any such agreement between the Company and the Union, and

- (4) At such other times as may be required by law.

Such revocation shall be made by written notice sent by registered mail, return receipt requested, to the Manager of Industrial Relations of the Company.

(Signed)..... Department .....

Name..... Date .....

(Print)

(b) On or before the effective date of this agreement, the Financial Secretary of the Local Union shall certify to the Company the amount of monthly dues of each member of the Union and will from time to time notify the Company in writing of any change in such amounts. The Company shall be entitled to rely on such certifications in complying with the checkoff provisions of this agreement.

(c) The Company will, except in case of an employee on half-pay sick leave, or casualty under the industrial injury pay provisions of this Agreement, deduct Union dues as provided for in the authorization card, from the wages payable for the first pay period ending in each calendar month of each employee who has signed such authorization card. For the purpose of this paragraph, the employee will be considered to be on half-pay sick leave or casualty under the State-Basis Workers' Compensation Plan only if the entire pay period is spent on half-pay or casualty.

## ARTICLE II

(d) The Company will remit to the National office of the Union the total sum of such deductions on or before the twenty-fifth (25th) day of each month in which such deductions are made.

(e) On the 1st day of April, 1963 and 1964 and annually thereafter if the termination date of the agreement is any date other than May 1, 1964, the Company shall post the following form of notice on its bulletin boards usually used for the purpose of giving notices to Union members: "Article II, Section I of the current collective bargaining agreement between the Company and the Union proves that a Union Shop is in effect for certain employees. Union dues may be paid either through properly authorized payroll deductions or by such other methods as may be mutually satisfactory to the employee and the Union. According to law, all employees who have authorized payroll deductions for dues payment must be given an opportunity to revoke such authorizations at least once each year, whether covered by a Union Shop provision or not.

"All members of Utility Workers Union of America (Affiliated with AFL-CIO) Local No. 270 who have signed and caused to be delivered to either the Cleveland Electric Illuminating Co. or FirstEnergy Nuclear Operating Company, as appropriate, its successors and assigns, as defined, an assignment and checkoff of dues authorization reserve the right to revoke the same during specified periods. Such revocations are valid only if made by written notice sent by certified mail with a return receipt requested to the Manager of Industrial Relations, FirstEnergy Corp., 76 S. Main St., Akron, Ohio 44308, on or before May 1, 20. All unrevoked assignment and

## ARTICLE II

checkoff authorization shall continue in full force and effect without a right of revocation until .....

"A revocation of Assignment and Checkoff Authorization of Union dues will be considered as an election by the employee to make payment of membership dues in another manner and not a withdrawal from membership in the Union."

The Company may substitute the name of the Manager of Industrial Relations in the foregoing notice and shall fill in the appropriate dates.

(f) The Company shall notify the Union within the first week of each month of all revocations, automatic or otherwise, of assignment and checkoff authorizations which the Company made or received during the preceding month.

### Section 3.

The Union will not engage in Union activities on Company time or property, except as required under the grievance procedure.

### Section 4.

a) After receiving a written authorization and assignment from the individual employee, the Company shall deduct from each pay for each month, the employee's pledge to the Union's COPE and/or United Way Programs. The Company will notify within the first week of each month all authorizations, assignments and revocations received during the preceding month and will remit all pledges to



## ARTICLE II-III

the Union Officer designated by the Union at that time.

b) The Company will not be required to make the authorized payroll deduction outlined in Article II, Section 4(a) if the employee is on half-pay sick leave or casualty under the industrial injury pay provisions of this agreement only if the entire pay period is spent on half-pay or casualty.

c) A revocation of authorization may be accomplished at anytime by a written notice sent by certified mail, return receipt requested, to the Manager of Industrial Relations.

## ARTICLE III

### Rights of Management

#### Section 1.

The Company shall have the supervision, direction and control of its property and operations and shall have the right to determine how many employees it will employ or retain in various capacities, and the size and composition of working forces. It is the intention of the parties that this section shall not alter or supersede other provisions of this Agreement specifically covering any matter. It is also the intention of the parties that nothing herein contained shall serve to deny, or constitute a waiver of the right of the Company to exercise other normal functions of management, not enumerated herein, provided that these rights shall not be exercised for the purpose of unjust discrimination against any employee, or to avoid any of the provisions of this Agreement.

## **ARTICLE IV-V**

### **ARTICLE IV**

#### **No Strikes or Lockouts**

It is mutually agreed that there will be no concerted failure to report for work, cessation of work, slowdown, strike, picketing or lockout during the term of this agreement, or during any period of time while negotiations are in progress between the parties hereto for the continuance or the renewal of this Agreement.

Any employee who is responsible for, or participates in a breach of this provision shall be subject to such disciplinary action, including discharge, as appears advisable in the judgment of the Company and, if a member of the Union, shall be subject to disciplinary action by the Union. This section is subject to the employees' privilege of bringing a grievance as herein provided for in Article V.

### **ARTICLE V**

#### **Grievance and Arbitration Procedure**

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

a. Unless the parties mutually agree otherwise, the following grievance procedure shall be used by the Union to settle or adjust any disagreement concerning the interpretation or application of this Agreement. When a number of days is mentioned it shall be exclusive of Saturdays, Sundays and the holidays listed in Article VII of this Agreement.

**Step One**

When the disagreement is presented by the employee or his Union representative to the employee's supervisor, the grievant or his Union representative may request a Step One meeting to discuss the matter. Within three (3) working days of such request, a meeting will be held with the employee and his supervisor or with the employee and/or his Union representative and appropriate supervision designated by the Company. If not settled through this meeting with supervision, a grievance may then be written by the authorized Union representative on a standard form mutually agreed to by the Company and the Union, stating the facts, including the name of the individual or individuals involved, and the reasons and the contract provisions, upon which the grievance is based and signed by the Union representative. If a grievance does not comply with these requirements, the Union representative will be so informed when he delivers the grievance, and the area or areas of deficiency will be explained to him. A grievance will not be accepted for filing until after the area or areas of deficiency have been corrected. The grievance will be filed when delivered to and accepted by supervision, at which time the supervisor will initial and date the form. If a grievance is not so filed within twenty-five (25) calendar days of its occurrence, or five (5) days after the last initial contact held within the twenty-five (25) day period, or five (5) days after the grievance is delivered with deficiencies to be corrected, whichever is later, it will no longer exist. Offers of settlement by either party shall not be binding in subsequent steps of this procedure. Further, any settlements at Step One shall not constitute a precedent for future grievances.

## ARTICLE V

Any grievance appealing the discharge of an employee must be filed within ten (10) working days of such discharge or it shall no longer exist. To afford an expeditious resolution of such a grievance, it shall be processed in accordance with the procedure of this paragraph in lieu of the procedure or time limits set out elsewhere in this Article. The grievance shall be filed, in writing, within the ten (10) days by presenting such grievance to the employee's supervisor or general supervisor. The initial grievance meeting shall be at the Step Two level. The Step Two meeting shall be scheduled within five (5) days of the receipt of the grievance, and the meeting shall be held within ten (10) days of receipt of the grievance. If not resolved at the Step Two level, it may be processed to arbitration within ten (10) days of the date of the final Step Two meeting. The party receiving the notice of intent to submit to arbitration shall have five (5) days to answer the request for arbitration. Unless both parties agree otherwise, briefs are to be filed within thirty (30) days of the receipt of the transcript. The Board of Arbitration shall have thirty (30) days from receipt of the briefs, or from the date of the close of the hearing if no briefs are filed, to render its award.

### Step Two

Not later than fifteen (15) days after a grievance is filed, the Company shall notify the Union President of the date, time and location of the meeting in Step Two, which date shall be no later than fifteen (15) days after the day of notification. At the meeting the Company shall be represented by the appropriate Company representatives. The Union may be represented by its three (3) Divisional Chairman and another Union

representative and the Grievant may also be present. The Company and the Union shall each designate an official spokesman who shall have full power and authority to settle the grievance, and to give all notices and make all requests required in this step of the grievance procedure. At Step Two the relief sought and the relief offered shall be specified on the grievance form.

If a grievance is not submitted to the persons designated above within the time limit specified, the grievance shall be deemed to no longer exist.

b. Any meeting to be held in connection with Step Two shall be at the grievant's regular fixed reporting point at a time mutually agreeable to the Company and the Union. However, the Company will pay not more than two (2) members designated by the Union at their regular straight time rates of pay (not exceeding eight (8) hours in any day) for all time lost from their scheduled work period to attend a Step Two meeting, and for the actual cost of their transportation from their normal reporting location to the place of the meeting providing that if private automobile transportation is utilized the costs shall be limited to thirty-two and one-half cents (\$.325) per mile.

## Section 2.

1) A written request for arbitration shall be served on the Manager, Industrial Relations within fifteen (15) days after the decision in Step 2 above. Within four (4) days after service of such written notice, each party shall appoint one representative to act as arbitrator and shall notify the other party in writing of such

## ARTICLE V

appointment. The two arbitrators so appointed shall select a neutral arbitrator from the permanent panel of arbitrators established in accordance with paragraphs (2), (3) and (4).

2) The American Arbitration Association will be asked to provide the Company and Union a list of forty (40) arbitrators who reside within a three hundred and fifty (350) mile radius of Cleveland. In addition, those arbitrators submitted to the parties should have experience in the utility or steel industries.

The Company and Union will meet in an effort to jointly select fifteen (15) of those arbitrators as the panel. In the event agreement cannot be reached on any or all of the positions available, the American Arbitration Association will provide a second list of forty (40) qualified arbitrators and mutual selection will continue until fifteen (15) arbitrators are selected.

Those arbitrators selected will be notified by the American Arbitration Association and will be asked to verify their willingness to serve as a member of the panel. Alternates, if necessary will be mutually selected.

The arbitrators selected and verified will be provided a copy of the current Agreement.

3) Once a grievance has been submitted for arbitration, the American Arbitration Association will select an arbitrator, from the panel, by way of a random drawing.

The arbitrator selected will provide dates of availability

## ARTICLE V

through the American Arbitration Association to the parties. The hearing date will be the first mutually selected date based on the availability of each party.

4) Either party shall have the right to request the removal, without challenge, of an arbitrator from the panel. Selection of a replacement will be by mutual agreement of both parties, based on names provided by the American Arbitration Association.

5) Each party to the Agreement shall bear the expense of its own representative on the arbitration board. As to the expense of the neutral arbitrator, the following shall apply. The expense of the neutral arbitrator shall be shared equally by both parties hereto. For purposes of the foregoing, expenses of the neutral arbitrator shall include all fees or other amounts incurred by the neutral arbitrator as well as appearance fees and related expenses of the court reporter, including costs associated with furnishing the neutral arbitrator with a copy of the hearing transcript. In the event that either side desires to withdraw, postpone, or cancel an arbitration less than thirty (30) days prior to hearing date, such party shall be responsible for all costs associated with the withdrawal, postponement or cancellation, including any related fees owed the neutral arbitrator and /or court reporter, unless the parties agree otherwise.

6) No arbitration board shall have the power to change, add to, or subtract from any of the provisions of this Agreement. Its function shall be limited to the interpretation and application of existing clauses.

7) For any arbitration under this Article,

## ARTICLE V

except those relating to a discharge or suspension, the parties may mutually agree to an expedited arbitration. For all discharge and suspension arbitrations, as well as those in which the parties have not mutually agreed to an expedited arbitration, the arbitration board shall render its decision within thirty (30) days, following the hearing or following receipt of the briefs or expiration of the time limit for submission of such briefs, whichever is later. For an expedited arbitration, there will be no transcript of the proceedings, no post hearing briefs and the neutral arbitrator shall issue a summary decision as soon as practicable following the hearing.

### Section 3.

a. Any steps in the grievance procedure may be waived or combined by mutual consent in writing of the President of the Local Union and the Company or any persons designated by either of them.

b. At any step of the grievance procedure, including arbitration either party may change the ultimate facts, reasons, or contract provisions on which it relies, but if it does, the other party shall have the option of referring the grievance back to Step One of the grievance procedure without decision at the point where the amendment was made.

c. Either of the parties may have present at grievance meetings any additional person or persons whom it may consider necessary to the proper consideration and settlement of the grievance for the period of time necessary for them to present additional pertinent facts.



**Section 4.**

The investigation of grievances by the Union shall be on its own time and its own expense. Cases may arise where an investigation can be made conveniently only on the job or on Company property during working hours, in which case the following rules shall apply: All members of the collective bargaining committee, including the President and/or Vice President of the Union, or departmental representatives of the Union employed on the property of the Company shall be permitted to enter upon the property of the Company at all reasonable times provided such entry is necessary for the purpose of making an investigation of any grievance arising between the members of the Union and the Company and such entry shall not be disruptive to Company operations. No such entry shall be made upon the premises for such purpose until the appropriate Company representative in charge of such department or plant has been advised and permission granted.

**ARTICLE VI**

**Seniority**

**Section 1.**

For the purpose of layoff in Section 6 and transfer to a starting job in Section 3(d), continuous service seniority shall be defined as the date of entry into the bargaining unit. Seniority, as otherwise used herein, is defined as the status accruing to employees through length of service, which entitled them to the preferences provided for in this Article. Seniority shall

## ARTICLE VI

be determined by length of service in a job classification except as otherwise provided in Section 4 and 5 of this Article.

### Section 2.

(a) An "occupational group" is defined as the employees in all connected job classifications within a line of promotion as shown on the promotional charts contained in the Job Manual which was adopted by the Company and the Union on November 23, 1945, and amended from time to time. Seniority rosters for each occupational group will be posted by the Company on bulletin boards throughout the departments affected. Each roster will contain the names of all employees within the occupational group, arranged by job classification and, within each classification, in the order of their seniority. Each roster will also show the location seniority, company seniority, job classification seniority date and the continuous service date of each employee within the occupational group unless such dates are the same as shown on the last previously published roster.

Each roster will list those employees, if any, on layoff and on military leave of absence status within the occupational group.

(b) Any exception taken to the seniority of an employee as shown on his seniority roster must be taken within ten (10) days of the posting of such rosters. All exceptions shall be reconciled by the Union and the Company within thirty (30) days of such posting, after which the rosters will be considered accurate as of that date. The posted seniority rosters

## ARTICLE VI

will be brought up to date every year. An employee who is absent during any portion of the ten-day period referred to above may take exception to his own seniority as shown on the seniority roster within ten (10) days of his return to work.

(c) The designation of occupational groups for seniority purposes shall not preclude the continuance of jobs involving work in more than one occupational group nor the regular, seasonal or temporary assignment of employees in one occupational group to jobs in other occupational groups for which they are qualified, in order to balance schedules or provide other work for employees during seasonal or other slack periods. When an employee works in any other job classification or line of promotion he will continue to accumulate seniority in his regular job classification.

(d) When a probationary employee comes under the terms and provisions of this agreement, as provided in Section 2 of Article XIV, his seniority shall be determined by retroactive application of the rules of seniority provided in this Article.

### Section 3.

(a) It is hereby declared to be the policy of the Company to fill vacancies by promotion from the ranks of employees, rather than to hire others for such purposes. The Company reserves the right, however, to hire others for such purposes if there is no employee within the ranks qualified for promotion.

(b) Selection for promotion to a vacant job within the bargaining unit will be made from available

## ARTICLE VI

employees in the next lower job classification in the line of promotion in which the vacancy occurs, on the basis of job qualifications and seniority. Seniority shall be given preference, provided the senior employee in the line of promotion has the necessary qualifications. In addition to considering the employee's record and past performance, the Company may require the employee to satisfactorily pass reasonable tests - oral, written or practical - to determine his qualifications.

Employees in other occupational groups will, under certain conditions stated in Item 3 of the Foreword to the Job Manual, be given preference over non-employees.

When no qualified employees from the occupational group are available or willing to fill a higher classified opening, the Company will post the job opening and applicable wage rate on Company bulletin boards for a period of five (5) days and, before hiring nonemployees for the position, will give prior consideration to qualified employees requesting the job by certified mail to the local Human Resources Office, within the five (5) days.

If the normal line of promotion to any given job classification is from two or more lower job classifications, seniority for promotion to said job classification will be determined by the total service in all such lower job classifications from which promotion can be made.

If it should become necessary in making a promotion to bypass an employee's seniority for any reason, the Company will fully discuss the matter with

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the Union in an endeavor to arrive at an understanding thereon before such bypass is made. In the event of disagreement the Union may, within five (5) days of such bypass, file a grievance.

To effectively implement this section, an employee may be required to designate in writing the regular headquarters within the zone or regular fixed reporting point outside the zone to which he would accept a promotion. If a promotional opportunity for which the employee is qualified is available at any of the headquarters or fixed reporting points designated by the employee, such employee will be promoted at that location, based on his job classification seniority, in the order of his preference. The written designation, if used, will be for the promotional opportunities available to fill a manning change and will not be filed and used on a continuing basis.

(c) A reasonable number of engineers may be assigned work at different occupations within the bargaining unit in any department as part of a training period, and while so employed, shall neither be affected by provisions of this agreement nor by their employment effect the status of other employees of the department.

(d) When a vacancy exists in a starting job, either an existing or a newly created job, the Company will post a notice on the Company bulletin boards for a period of ten (10) days. The notice will state the applicable wage rate and will include the Job Specifications with qualifications. Employees who are interested in being considered for the vacancy must file a written request by certified mail to the local Human

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Resources Office. The selection of qualified employees will be made on the basis of continuous service seniority. When an employee is transferred pursuant to this subsection, he will not be eligible thereafter to reply to another such starting job notice for a period of eighteen (18) calendar months from the effective date of such transfer if he has less than ten (10) years of continuous service at the time of such transfer, or for a period of twelve (12) calendar months if he has ten (10) or more years of continuous service at the time of such transfer.

When a vacancy exists in a starting job at more than one location, the employee, when responding to the notice, will indicate his preference of reporting locations and the foregoing provisions shall apply.

The Company will have seventy-five calendar days following the posting period to fill vacancies in starting jobs outside of Perry Plant and one hundred and twenty (120) calendar days following the posting period to fill vacancies in starting jobs at Perry Plant. Prior to proceeding with the actual transfer of employees, the Company will notify the Union in writing of the following:

(1) Names of all bargaining unit applicants and their respective Continuous Service dates, indicating the names of employees who will be transferred.

(2) The number and names of additional transfers from non-bargaining unit positions and/or the number of new hires necessary to fill the remaining vacancies.

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If an employee who has transferred pursuant to this subsection elects to return to his/her former job in accordance with the terms of Section 5, the seventy-five (75) calendar day or one hundred and twenty (120) calendar day requirements will no longer apply.

(e) Except for employees within the Electrical Operator's line of promotion: (i) employees located at a regular fixed reporting point outside the zone may request a change to another fixed reporting point outside the zone or to a regular headquarters within the zone; (ii) employees having a regular headquarters within the zone may request a change of headquarters within the zone or to a regular fixed reporting point outside the zone. The procedure for requesting such changes is as follows:

(1) The Company will post a notice at appropriate locations advising employees of the opportunity to make a request for change in reporting location. The notice shall specify the time limits during which written request must be filed and the deadline for filing, which shall be at least ten (10) days after the date of posting.

(2) Any employee who is eligible to request a change in accordance with the notice must submit his written request to the local Human Resources Office within the time limit specified on the notice. If an employee, in accordance with this opportunity, submits requests to have his location changed to two or more different headquarters or fixed reporting points outside the zone, he shall indicate in the appropriate space provided on the request form his order of priority, i.e., first choice, second choice, etc.

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(3) The regular headquarters or fixed reporting point outside the zone, as the case may be, of eligible employees so submitting requests will be changed to the extent of the availability of openings. In making such changes, the Company will honor the requests on file in the order of the employees' job classification seniority.

(4) Changes resulting from requests filled in response to a posting will, to the extent practical, be made within fifteen (15) days after the deadline for filing a request. Thereafter, all such requests will be discarded and any subsequent opportunities will again be posted.

No moving expenses will be paid an employee whose reporting location is changed as a result of his request. In the event there is an insufficient number or no request for change received, and there is a surplus at another location in that job classification, the qualified employee with the least job classification seniority at the location at which the surplus exists will be transferred to fill the vacancy.

Employees using their seniority to request changes of reporting points indiscriminately may be denied future changes of reporting points.

The foregoing provisions shall apply within an occupational group.

### **Section 4.**

An employee who is transferred from one seniority roster to another shall continue to accumulate



seniority on the roster he was transferred from for a period of six (6) months from the date of transfer, except as provided in Section 5 of this Article. During this period if he is transferred back to his former roster, it shall be without prejudice to his seniority status, except as provided in Section 5 of this Article. At the end of this period, seniority on the new roster shall be established as of the date of transfer. Seniority on the former roster shall be abandoned except that if the transferred employee is threatened with a demotion resulting from layoff following his transfer he may, for the sole purpose of avoiding such demotion or layoff, exercise his occupational group seniority in the job classification from which he was transferred, to displace any employee of lesser seniority in the same or any lower job classification provided he meets the job specifications and qualifications.

#### **Section 5.**

In the event an employee is excused from accepting a promotion or transfer or fails to qualify for a promotion as provided in this Article, it shall have no effect upon his future opportunity for promotion or transfer. In the event an employee is promoted or transferred and within six (6) months he proves incapable of holding his new position, he shall be allowed to return to his former position without prejudice, subject to the provisions of this agreement. In the event an employee is promoted or transferred to a different job, and within six (6) weeks, or at the completion of his initial training (whichever is longer but not longer than sixty (60) days in any case) elects to return to his former job, he shall be allowed to do so without prejudice, subject to the provisions of this

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agreement. Where such an employee elects to return to his former job after six (6) weeks, or at the completion of his initial training (whichever is longer but not longer than sixty (60) days in any case), and such return is agreeable to the Company, his job classification seniority date in the job to which he returns shall be the date of such return.

### Section 6.

(a) The Company will give one week's notice or one week's pay of forty (40) hours in lieu of notice to an employee being laid off. An employee intending to resign will give the Company one week's notice. The Company will notify the Union at least two (2) weeks in advance of any proposed layoffs and afford the Union an opportunity to discuss the matter fully with the Company.

(b) If it becomes necessary to reduce the working force in any job classification, reductions shall be made in the following manner:

Starting with the job classification in which the surplus exists, the surplus employees will be determined on the basis of those having the least occupational group seniority. The surplus employee or employees in the order of their occupational group seniority will first be given the opportunity of exercising any rights they may have under Article VI, Section 4. If no such rights exist, or the employee declines to exercise such rights, then he shall be given the opportunity of displacing any employee in a job of lower classification provided he has greater occupational group seniority than the employee being

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displaced in the lower job classification and provided he is qualified and capable of performing the work. Employees who are displaced from their jobs by this process will be given the opportunity of displacing employees in lower job classifications in the same manner. Employees who are so transferred or demoted (but not laid off) shall retain their seniority in their former job classification and be entitled to fill any subsequent vacancies in such job classification in the inverse order of their transfer or demotion therefrom without regard to the seniority of employees of lower classification.

Any employee who is unable to displace any other employee in his line of promotion and is thereby surplus in the lowest job classification in that occupational group will be given the opportunity, based on his continuous service seniority, to displace a probationary employee in a starting job for which he can qualify or the employee with the least continuous service seniority in a starting job which the surplus employee meets the job specifications and qualifications, before he is laid off. Regular employees who are so transferred or laid off shall retain their seniority in their former job classification for a period of two (2) years from the date of layoff and shall be entitled to fill any subsequent vacancies in such job classification in the inverse order of their layoff without regard to the seniority of employees of lower classification, if any. On a subsequent increase of such working force within a period of two (2) years, employees will be called back to work in the inverse order of their layoff, if available, and able and qualified to return to work, before new employees are added from other departments or from outside the Company.

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In order to avoid unfairness that may exist in any unusual or special case, the layoff and rehiring procedure of this section may be varied by agreement between the Union and the Company.

### Section 7.

(a) An employee with ten (10) or more years of continuous service who becomes surplus, other than as a result of an employee exercising his rights under Section 5 of this Article, will receive no reduction in his hourly rate of pay. In addition, he will receive no future general increases as long as his rate remains above the maximum rate of the job classification into which he is placed. This paragraph will have no application to incapacitated employees or employees who are unable or unwilling to qualify for available work.

(b) If after the application of Section 6(b) of this Article, one or more employees with ten (10) or more years of continuous service with the Company have been reduced to the lowest classification in the occupational group where the reduction of the work force took place, and this creates a surplus in such job classification, one or more of these employees with ten (10) or more years of continuous service will be offered a bargaining unit job, including a bargaining unit job currently being performed by a contractor, which he can do. The job he is offered will be such that his placement in that job will not displace an employee who at the time of transfer has greater continuous service with the Company than the employee faced with layoff. Nothing in the foregoing

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shall require the Company to create a new job nor guarantee the continued employment of any employee.

(c) His seniority in the job classification in which he is placed will be established by agreement between the Company and the Union. He shall retain recall rights to his former job classification according to his occupational group seniority in that occupational group.

(d) If an employee with ten or more years of continuous service refuses the job offered him under this section, he will be laid off with all rights and privileges provided under Section 6(b) of this Article.

### **Section 8. Incapacitated Employees.**

a. Any employee who, because of an injury suffered in the course of and arising out of his employment with the Company, cannot in the opinion of the Company physician perform his regular duties but is capable of performing a job in an existing job classification in the bargaining unit, will be assigned to a job, the duties of which he is capable of performing. In the event that such placement involves a demotion, such employee will not have his rate reduced but shall not receive any general wage increase unless and until his rate is equal to the maximum rate for the job classification in which he is placed. If such employee has completed twenty (20) or more years of service he may elect to receive benefits under the second paragraph of this Section in lieu of benefits under this paragraph.

b. Further, any employee who has completed twenty (20) or more years of service and who, at that time, in

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the opinion of the Company's physician has become incapacitated during the term of his employment and who cannot perform his regular duties but is capable of performing a job in an existing job classification in the bargaining unit, will be assigned to a job, the duties of which he is capable of performing. He shall receive the maximum rate of pay for the job classification in which he is placed, plus a percentage of the difference between his former rate of pay and such maximum for the new job. Such percentage will be twenty-five percent (25%) for twenty (20) years of service and increased by five percent (5%) for each additional year of service but not to exceed, in total, ninety percent (90%) of such difference and provided further that he shall receive one-half (1/2) of any general wage increase, but no such employee shall receive less than the appropriate rate for the job he is then performing.

c. When an employee who has been off due to industrial injury has been released by his physician for light duty, and the Company has offered such employee light duty, the employee shall initially be carried at his regular rate for a two (2) week period. At the end of this initial period, he shall be reviewed, and this process shall be continued with a review at the expiration of each two (2) week period. The primary purpose of these periodic reviews is to assure that the employee is returned to his regular duties as soon as he is able to do so. Conversely, if, at the expiration of ninety (90) but no later than one hundred fifty (150) calendar days from his return to modified duty he is unable to resume his regular duties, he shall be treated as incapacitated in accordance with this Section.

d. The monthly rate of pay plus amounts, if any, paid

## ARTICLE VI

for Workers' Compensation, shall not in the aggregate exceed the rate of pay which he was receiving for the job from which he was transferred, except that he shall not be paid less than the appropriate rate for the job to which he is transferred.

e. Article VI. of this contract entitled "Seniority" shall not be applicable when complying with the terms of this Section, and if transferred to a job in the bargaining unit such employee's seniority in the job classification in which he is placed shall be that which he had in the job classification from which he was transferred.

f. Any employee displaced by an employee assigned to a job pursuant to the first or second paragraphs of this Section shall be treated as though he had been displaced under Article VI, Section 6.

g. Any employee who is unable to be placed into an existing job under either paragraph a. or b. of this section shall receive, if he so qualifies, disability retirement benefits under the terms and conditions specified in the Pension Plan.

### Section 9.

All leaves of absence for periods of more than two (2) weeks except sick leaves and military leaves shall be requested and approved in writing and shall state the conditions thereof. A copy of each such leave of absence shall be kept on file by the department manager and a copy furnished to the employee and to the Union.

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(a) An employee elected as President or Vice President of Local 270 will, upon proper notice, be given a leave of absence without pay for a period of three (3) years without the necessity of ninety (90) day renewals and an employee who is elected to any other office in the Union or is selected as delegate for specific activities for or on behalf of the AFL-CIO, or its affiliates, which requires their absence from duty with the Company will be given a leave of absence without pay, any extension or renewal thereof being optional with the Company, and will be reinstated to their former position provided they are able and qualified to return to work. The return of the President or Vice President shall be accomplished in a similar fashion to the provisions of Article III of the Separate Agreement covering Military Leave of Absence. During such period of absence, said officer's seniority shall continue to accumulate. Further, the President and Vice President are each eligible to participate, at the Union's expense, in the Company's Health Care, Life Insurance and Pension Plans, so long as each is on full time leave of absence under this paragraph (a). The Company will submit a bill to the Union at least thirty (30) days prior to the start of the quarter for which coverage under a plan is requested. Payment must be received by the Company prior to the start of each such quarter or coverage shall terminate as to the Health Care and Life Insurance Plans, and no earnings shall be credited as to the Pension Plan.

(b) An employee who may be called upon to transact business for the Union which requires his temporary (not exceeding thirty (30) consecutive days) absence from duty with the permission from the proper representatives of the Company, be allowed to absent himself from duty without pay, but without loss of seniority rights, for sufficient time to transact such business. During such periods of absence, his seniority



shall continue to accumulate.

(c) While receiving sick leave benefits, an employee will accumulate seniority.

(d) Re-employment, benefits and seniority rights of employees leaving for and returning from military service are set forth in a separate Memorandum of Agreement dated May 1, 2000.

A leave of absence is defined as any absence without pay requested by the employee in excess of ten (10) working days.

#### **Section 10.**

Seniority will be terminated in cases of resignation, discharge for cause, failure to reply within five (5) days to recall to work sent to the former employee's last known address by certified mail, return receipt requested, failure to report absence from work within three (3) days without reasonable excuse or justification, violation of the conditions of a leave of absence, or failure to report for work within one (1) year of the expiration of sick leave benefits, and as provided in Section 9(c) of this Article. In any case where seniority has been terminated, it is understood that there is no further obligation to offer re-employment.

#### **Section 11.**

The Company will promptly notify the Union, in writing, of any employee who exits the Bargaining Unit for the purpose of accepting a non-represented job within the Company. The notification will include the employee's name, former position and date of exit.

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### Article VII

#### Hours of Work

##### Section 1.

For the purpose of computing overtime, sick time, holiday and vacation pay, the following definitions will apply:

The Company's standard workday is the period of twenty-four (24) hours starting and ending at midnight.

The Company's standard workweek is the period of seven (7) consecutive days starting at 12:01 A.M. on Sunday and ending at midnight (12:00 A.M.) on Saturday.

The Company's pay period covers two (2) standard workweeks. Payment shall be through direct deposit in accordance with the Company's direct deposit program.

An employee's basic workweek consists of the first forty (40) scheduled hours within a standard workweek. Such hours will be scheduled as five (5) 8-hour days, or four (4) 10-hour days in accordance with Appendix B. As an exception to the foregoing, the Company may, in its discretion, establish a 12-hour schedule for any shift operations that is cost-neutral over a pay period, provided that it is agreeable with the majority of the department employees. The general parameters with respect to a 12-hour schedule are contained in Appendix B.

Overtime work is time worked outside of an

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employee's basic workday or basic workweek. As an exception, an employee scheduled for two (2) consecutive regular shifts will receive payment of one and one-half (1-1/2) times the hourly rate for the second regularly scheduled shift.

### Section 2.

Payment for overtime work shall be made at the rate of one and one-half (1-1/2) times the hourly rate except as provided elsewhere in this agreement.

### Section 3.

For all hours actually worked on an employee's second scheduled day off within a standard workweek, an employee will be paid at the rate of double time.

Payment for overtime work with a rate in excess of time and one-half will be computed by multiplying the basic straight time hourly rate by the overtime factor and adding shift premium and /or Sunday premium if applicable.

### Section 4.

Each department of the Company has established regular schedules of days and hours of work for a period of one or more weeks. Except in cases of emergency, the Company will make no change in a regular schedule until it has afforded the Union an opportunity to review and discuss the same.

The Company will base such changes upon need for revision, such as new or changed work requirements of a regular or recurring nature.

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### Procedure for review:

(a) The Company will advise the Union of the new schedule and the proposed effective date.

(b) The Company will also advise the Union concerning its reasons for making such change.

(c) The department manager or his representative will arrange a meeting with the Chief Job Steward, who will bring a representative of the group involved, at least seven (7) days before the posting date.

(d) They will discuss the matter thoroughly, each considering the viewpoint and suggestions of the other.

(e) The Company will post the new schedule at least seven (7) days before its effective date.

The Company will review and discuss with the Union all suggestions for improvements in regular schedules which are brought to the attention of the Company by Union Officers.

### Section 5.

Each employee will be assigned to a regular schedule.

Conditions at times require the Company to change the schedule of one or more employees.

(a) When such conditions arise which require work

outside of an employee's regular schedule, the schedule change shall be a full shift of eight (8) hours or more. Such a change will not be considered as a change of a regular schedule even though two or more employees are so affected. Changes under this subsection will be for a specific job or for an estimated period of time of limited duration and the provisions of subsection (b) will apply.

(b) When the Company deems it necessary to change an employee's scheduled hours of work the company agrees to give not less than twenty-four (24) hours notice of such change prior to the time the said employee is to start work on the new schedule. In the event the Company does not give such twenty-four (24) hours notice, the employee shall be paid not less than one and one-half (1 ½) times the employee's straight time rate for the first eight (8) hours under the new schedule if worked.

When the change of a work schedule of a shift employee shall involve the employee's normal days off, and twenty-four (24) consecutive hours notice shall not have been given to the effected employee, then said shift employee shall be paid for the two (2) normal off days worked in the first week of the new work schedule on the same basis as if the employee had been called to work on the employee's normal days off.

## **Section 6.**

In all operations where assigned schedules include Saturdays, Sundays and holidays, such schedules shall,

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wherever feasible, be rotated in such manner as to equalize Saturday, Sunday and holiday work among the employees involved.

### Section 7.

A shift or "day-off" exchange within the same workweek by mutual agreement between employees in the same job classification will be permitted when (1) it does not require the payment of overtime or change in rate of pay; and (2) in the judgment of the supervisor, he has received sufficient notice and it will not hinder the work or unduly inconvenience fellow employees.

Such revised schedule, if approved, will become the employee's effective schedule for purpose of determining the employee's first and second scheduled days off.

It is understood that the provisions of Article VII, Section 9 and Article VIII, Section 3(c) and the exception referred to in Article VII, Section 1 of this agreement will not apply when a shift or "off-day" exchange results in an employee meeting the conditions described therein.

## Overtime

### Section 8.

(a) The Union for and on behalf of itself, its officers, and its members, for whom it is collective bargaining agent, agrees that such employees will work overtime when requested by the Company and will respond

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promptly when called out for special or emergency work.

(b) Overtime work shall be equitably distributed by the Company among qualified employees who are reporting at the location, insofar as it is practicable to do so. The method of distribution based on either the number of hours worked or the number of overtime assignments or a combination of the two, will be worked out in each department, section or location, between the Union and the Company. Records of such overtime will be kept by the Company and posted at regular intervals at the respective regular fixed reporting points. The record posted shall be considered as correct unless a question regarding the credits as posted on his/her overtime roster is raised by an affected employee with his supervisor within 48 hours of its posting. If the affected employee is absent from work during any portion of the 48 hours, he/she may question the overtime record as posted within 48 hours of his/her return to work.

(c) Overtime work will be given equitably to employees or crews working in the location or work area in which the work is required. The Company will not be required to call out employees when others are already on duty or to break up normal crew groupings.

(d) Employees shall not be required to take time off without pay during scheduled working hours for overtime worked or to be worked. Nothing in this Section shall require the calling of any employee for a job for which he is not qualified nor the taking of an employee off a job which he is doing and which requires overtime work of a few hours' duration in

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order to give said overtime work to another employee; provided further, that any employee who refuses to work overtime will be charged for such overtime for the purpose of maintaining a proper sequence or rotation on the Overtime Agreement List. Distribution of overtime in accordance with the Overtime Agreement List will constitute equitable distribution of such overtime work.

(e) As determined by the Company, an "on call crew" of two (2) or more qualified employees may be established in each department and/or section. Employees assigned to the "on call crew" shall rotate on a weekly basis and such weekly rotation shall be considered as equitable distribution of overtime, unless the Company and the Union agree otherwise. Employees on such "on call crew" shall be provided pagers and shall have the right to trade with other qualified employees. It shall be the responsibility of the employee to arrange such trade, transfer the pager, and notify the appropriate supervisor when such a trade is made.

(f) Where an error is made by supervision in the administration of the Overtime Agreement List, or callout system used in lieu thereof, and an employee is thereby denied a callout, the Company will pay that employee the premium in excess of his regular straight-time rate for the number of hours he would have worked had the error not been made.

### Section 9.

When an employee has completed sixteen (16) hours of work out of the previous 24-hour period



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without at least eight (8) continuous hours of rest, and he is required to continue working, he will be paid at the rate of double time for all time worked beyond sixteen (16) hours.

### Section 10.

An employee shall not be required to take time off during his scheduled working hours for overtime worked or to be worked unless, in emergencies, he is required to work overtime to such an extent as to be unable to obtain sufficient rest before the start of his next regular working period. In such instances, the employee involved will take such time off duty without pay as may be mutually agreed upon between him and his supervisor before returning to his regular schedule. In no instance after he has completed an overtime assignment shall an employee who requests it be denied at least eight (8) hours of rest. If, after discussion of the requirements of the job and the physical condition of the employee, the parties are unable to agree, the decision of the supervisor shall control at the time, but shall be subject to the grievance procedure.

See Article VIII, Section 3(c) for provisions for excused absence with pay after sixteen hours of work in any twenty-four-hour period or excused absence with pay after five hours or more of work in the ten-hour period immediately preceding an employee's next regularly scheduled working time.

### Section 11.

When an employee is called out to perform emergency work, he shall be compensated for such

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emergency work at the appropriate overtime rates and shall be paid from the time he or she arrives at the reporting location for such callout, but in no event shall he be paid for less than three (3) hours at such overtime rate. Where the period of the callout (or the minimum three (3) hours) extends beyond midnight he/she shall be paid for the time prior to midnight at the overtime rate appropriate for the day ending at midnight, and for the time following midnight at the overtime rate appropriate for the day commencing at midnight. When any part of such emergency callout time overlaps the normal starting time of his regular workday or shift, the overtime compensation for callout shall be in lieu of the straight-time rate for such normal working time up to the minimum of three (3) hours. When overtime is paid for normal working hours due to overlapping of time as above, such overtime shall not affect the payment of overtime after the expiration of the normal workday.

### **Zones and Per Diems**

#### **Section 12.**

For the purpose of establishing uniformity in fixing reporting points and in determining traveling time and expense chargeable to the Company, the following standard zone and general provisions are hereby established for all departments, except those employees having a fixed reporting point at the Eastlake, Lakeshore or Ashtabula Power Plants, the Perry Nuclear Power Plant, or the Power Plant Support Center, and supersede all existing zones and practices:

(a) The zone limit shall be the middle of the following streets: Starting at Lake Erie, south on E. 109th Street to Lake Shore Boulevard - east on Lake Shore Boulevard to E. 110th Street - south on E. 110th Street to St. Clair Avenue - south on Lakeview Road to Euclid Avenue - southwest on Euclid Avenue to East Boulevard - south on East Boulevard to the Parkway, south of the N.Y.C. & St. L. Railroad - through Parkway of Fairhill Road - southwest on Baldwin Road to Quincy Avenue - west on Quincy Avenue to Woodhill Road - south on Woodhill Road to E. 93rd Street - south on E. 93rd Street to Miles Avenue - west on Miles Avenue to Broadway - northwest on Broadway to Harvard Avenue - west on Harvard to the Harvard-Denison Viaduct - west on Harvard-Denison Viaduct to Denison Avenue - west on Denison to the east lot line of West 25th Street - south on the east lot line of West 25th Street to Broadview Road - west to the west lot line of West 25th Street - north on the west lot line of West 25th Street to Denison Avenue - west on Denison Avenue to Lorain Avenue to West 117th Street to Lake Erie.

The foregoing zone limits and all territory within them plus Brooklyn and Miles Warehouses and Yards are hereinafter called the "Zone".

(b) A reporting point may be either a regular headquarters, a job at a designated place, or a designated meeting place. Reporting points shall be within the Zone for all employees except those assigned to a regular fixed reporting point or route outside the Zone.

(c) For work outside of a Zone or a location, but within the Company's geographic territory, the Company may elect to establish storerooms and/or

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reporting places on the job. On such specific construction or maintenance projects, the Company shall pay to each employee so reporting a transportation allowance of thirty-two and one-half cents (\$.325) per mile up to a maximum of fifty-seven dollars (\$57.00) per day. Said mileage will be the distance from the employee's permanent reporting place to the temporary assigned reporting place. When a temporary reporting place is established, the employee will be required to travel to such temporary reporting place on his or her own time. Any employee who is so reporting at such storeroom and/or reporting place and is exceeding the maximum mileage allowance, shall receive, in lieu of the above transportation allowance and in lieu of lodging and meals, fifty dollars (\$50.00) per day plus mileage to and from the storeroom and/or reporting place once each week, up to a maximum of fifty-seven dollars (\$57.00) per week. In all cases it shall be the employee's obligation to pay such costs and apply to the Company for reimbursement. The appropriate reimbursement will be included in the employee's paycheck as soon as practicable following application for reimbursement. Employees assigned to an established storeroom and /or reporting place may apply in advance for anticipated mileage and per diem reimbursement. For purposes of the foregoing, a Location is defined as Power Plant Support Center; Eastlake Plant, Perry Nuclear Plant; Ashtabula Plant; the Lakeshore Plant, or Traveling Maintenance.

Should the opportunity for work outside the Company's geographic territory arise, the Company and the Union agree to discuss the terms and conditions under which such assignments may be filled. When an employee regularly stationed at one location is

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temporarily assigned to duties at another location, outside of the Illuminating Company's geographic area, which assignment makes it necessary for him to remain away from home overnight, and to purchase meals, lodging, transportation, etc., such necessary expense will be paid by the Company upon approval of his immediate supervisor. Each employee so affected shall also, except in emergencies, be notified of such assignment before being released from work on the previous day.

(d) In a mutual assistance situation when an employee is sent to work in another electric utility's service territory, other than any FirstEnergy Corp. utility, such employee shall be compensated for all hours worked, Sunday through Saturday and Company recognized holidays at two (2) times the straight-time rate.

### **Personal Vehicles**

#### **Section 13.**

Where the Company expressly authorizes an employee, and the employee agrees, to use his private automobile in connection with the Company business after reporting for work, a rate of thirty-two and one-half cents (\$.325) per mile will be paid for such use.

(a) In situations where such use is for the purpose of protection of life or property or to maintain service other than in routine daily assignments, the employee will cooperate with the Company to the extent possible.

## ARTICLE VII

### Holidays

#### Section 14.

The Company observes the following holidays:

New Year's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
The Day before Christmas  
Christmas Day  
The Day before New Year's Day

Holidays which are fixed calendar dates and which fall on Sundays are observed on the Monday following except that when Monday is a holiday, the Sunday holiday will be observed on Sunday. Holidays which fall on any other day, will be observed on that day. If an employee's scheduled day off falls on a Company observed holiday, he will be given an additional day off with pay or at the discretion of the Company, a day's pay in lieu thereof.

The additional day off if granted by the Company, will be the employee's last scheduled workday preceding or his next scheduled workday following the Company observed holiday, or a date subsequent to the holiday if the employee makes a request and it is agreed to by the employee's supervisor.

(a) The Company's operations require that certain work be performed every day of the year including holidays.

## ARTICLE VII

Employees engaged in such work will be scheduled to work on holidays and for such work will be paid as provided in paragraph (b) of this section. Except in cases of sick leave, jury duty, death in family, or rest provided after 16 hours worked in any 24 hour period, or excused absence with pay after five hours or more of work in the ten hour period immediately preceding an employee's next regularly scheduled working time, they will not be excused with pay if a replacement is required at additional overall cost. Other work is such that employees scheduled to work on a holiday may be excused and if excused will be paid as provided in paragraph (b) in this section.

(b) If an employee is excused from working all or part of a holiday, he will be paid at his straight time rate for such an excused time.

For purposes of this section, an employee whose scheduled day off falls on a holiday, will be assumed to have the same schedule on the holiday as his last schedule preceding the holiday. Such schedule will be his regular schedule unless he has been working on a temporary schedule for two or more days prior to the holiday, in which case his schedule for the holiday will be the temporary schedule.

For all hours actually worked on a Company observed holiday outside of his regular scheduled hours, an employee will be paid two times his straight time rate. For all scheduled hours actually worked on a Company observed holiday, whether previously excused or not, an employee will receive, in addition to the straight time hours, time and one-half his straight time rate.

## ARTICLE VII

If an employee's scheduled day off falls on a Company observed holiday and he does not work, he will be paid for eight (8) hours at his straight time hourly rate except when he receives an additional day off as provided in subsection (a) above. The minimum holiday guarantee referred to in this subsection will be granted in lieu of call-out or prescheduled minimum time guarantee.

(c) If an employee's schedule includes a shift which starts on an observed holiday and continues past midnight into the following day (a so called "straddle shift") the provisions of subsection (b) above will apply to all of that shift but will not apply to any portion of a shift that starts on the previous day and end on a holiday. A scheduled day off for such an employee shall be any day when he is not scheduled to start a shift.

(d) If an employee is on leave of absence or is otherwise absent without pay during any period which includes the schedule shifts immediately before and after observed holiday, unless such absence is a result of an employee being properly excused for Union business, he will not be paid for scheduled time not worked on the holidays. An employee having an unexcused absence from his scheduled shift immediately preceding or following an observed holiday will not be paid for scheduled time not worked on the holiday.



**Premiums**

**Section 15.**

(a) **Shift Premium Pay**

Effective the day of ratification, a "night work" premium of ninety cents (\$.90) per hour will be paid for hours worked on regular schedules starting after 12:59 p.m. and before 10:00 p.m. in any standard workday.

Effective May 1, 2001, a "night work" premium of ninety-five cents (\$.95) per hour will be paid for hours worked on regular schedules starting after 12:59 p.m. and before 10:00 p.m. in any standard workday.

Effective May 1, 2002, a "night work" premium of one dollar (\$1.00) per hour will be paid for hours worked on regular schedules starting after 12:59 p.m. and before 10:00 p.m. in any standard workday.

Effective the day of ratification, a "night work" premium of ninety-five cents (\$.95) per hour will be paid for hours worked on regular schedules starting after 9:59 p.m. and before 6:00 a.m. in any standard workday.

Effective May 1, 2001, a "night work" premium of one dollar (\$1.00) per hour will be paid for hours worked on regular schedules starting after 9:59 p.m. and before 6:00 a.m. in any standard workday.

Effective May 1, 2002, a "night work" premium of one dollar and five cents (\$1.05) per hour will be paid

## ARTICLE VII

for hours worked on regular schedules starting after 9:59 p.m. and before 6:00 a.m. in any standard workday.

An employee working outside his basic workday or basic workweek will receive no shift premium, unless he is replacing an employee who is absent from a regularly scheduled shift, in which case he will receive the shift premium applicable to such a regularly scheduled shift.

### (b) . Sunday Premium Pay

Effective the day of ratification, a "Sunday Premium" of one dollar and forty-five cents (\$1.45) will be paid for all regularly scheduled hours worked on a calendar Sunday.

Effective May 1, 2001, a "Sunday Premium" of one dollar and fifty cents (\$1.50) will be paid for all regularly scheduled hours worked on a calendar Sunday.

Effective May 1, 2002, a "Sunday Premium" of one dollar and fifty-five cents (\$1.55) will be paid for all regularly scheduled hours worked on a calendar Sunday.

An employee working outside his basic workday or basic workweek on a calendar Sunday will receive no Sunday premium, unless he is replacing an employee who is absent from a regularly scheduled shift, in which case he will receive the Sunday premium applicable to such regularly scheduled work.

**Meals****Section 16.**

The Company will pay (except as provided in subparagraph (c) below) eleven dollars and seventy-five cents (\$11.75) for each meal allowance to which an employee is entitled. Meal allowances shall be determined as follows:

(a) When an employee is called out he will be entitled to meal allowances during the period of consecutive hours of reporting time thereafter (including scheduled time, if any) with the first allowance at 6:00 a.m., Noon, 6:00 p.m., or Midnight and additional allowances at each five (5) consecutive hour interval of reported time thereafter.

(b) In all cases other than a callout, the employee will be entitled to one meal allowance for ten consecutive hours of reported time and additional allowances at each five (5) consecutive hour interval of reported time thereafter.

(c) Notwithstanding subparagraphs (a) and (b) above, when an employee is informed in advance, but not later than leaving work on the last preceding workday, that he will be working extended hours on the following scheduled workday or days or he will be working on his scheduled day off, the first meal allowance will be four dollars and twenty-five cents (\$4.25). Such employee's second and succeeding meal allowance will be in accordance with the schedule provided above.

(d) When meals are actually eaten during the overtime

## ARTICLE VII-VIII

conditions described in the two preceding paragraphs, they may be eaten on Company time; and if conditions permit, a non-shift employee may leave the job for a maximum of thirty (30) minutes with pay in order to eat any meal for which an allowance is herein provided. If an employee leaves the job for more than thirty (30) minutes to obtain a meal, no working time will accrue for the amount of time spent off the job in excess of thirty (30) minutes. Shift employees receive no time to consume a meal.

(e) If the work requirements make it necessary, an employee may be instructed to advance or delay his normal time off for a meal but not more than one-half hour. If the work requirements do not permit him to eat during his normal meal period, or during such changed meal period, he will be instructed to work through his normal meal period and eat on the job when and as conditions permit.

(f) On multiple meal situations, the last meal entitlement shall be eliminated.

(g) The appropriate reimbursement will be included in the employee's paycheck as soon as practicable following application for reimbursement.

## ARTICLE VIII

### **Full-Time Employment-Excused Absences with Pay**

The Company agrees to make its practices uniform with respect to full-time employment and excused absences with pay and in connection therewith

## ARTICLE VIII

will pay all employees covered by this agreement on an hourly basis.

### Section 1.

The Company agrees that all employees covered by this agreement, other than part-time employees, will be furnished full-time employment of forty (40) hours per week, except as modified by a 12-hour schedule pursuant to Article VII, Section 1 and Appendix B-5, which when combining the 36 hour week and the 48 hour week schedule, will be considered to have met this provision, provided they report for work and are in condition to perform their work. This is not to preclude layoffs upon proper notice as provided in Article VI, hereof.

### Section 2.

The Company shall provide indoor work for regular outside employees during inclement weather. In no event shall such employees lose time because of inclement weather. Emergency work, however, shall be performed regardless of weather conditions. The application of this inclement weather clause shall be in agreement with the Local Union committee.

The parties agree that productive outdoor work can safely be performed during periods of rain or snow and that the Company representatives will exercise good judgment and reasonableness in considering the nature of the work to be performed. Decisions as to what work can be done safely must be made on a case-by-case basis under the following parameters.

## ARTICLE VIII

a) After leaving the reporting location during rain or snow, there will be no work performed on conductors, energized over 600 volts, except to complete customer service hook-ups.

b) During rain or snow, crews will proceed to job site and perform that work which can be done safely based upon the prevailing conditions at the job site. The Company will exercise good judgment and reasonableness in determining whether to direct crews to proceed to the job site in such conditions.

c) Any disputes that occur at the job site as to what work can safely be performed during rain or snow shall be resolved as follows:

1) If the crew leader, after arriving at the job site, is uncertain regarding the ability to perform the job safely, he or she may request a review of the job by the Foreman.

2) If the assignment is unresolved, the next step is to involve the Line Supervisor, or in his or her absence, the appropriate District Supervisor or Area Foreman.

3) If agreement still cannot be reached, the crew will be assigned, either to additional tasks at the current job site or work at another location. All such disputes will also be forwarded to the Union Management Safety Committee for discussion.

4) Misuse of the appeal process will be just cause to call the Company and Union Negotiating Committee together to resolve such misuse.

**Section 3.**

In addition to excused absences, with pay, for holidays, sick leave and vacations provided for elsewhere herein, the Company agrees to permit excused absences with pay as follows:

a) An employee serving on jury duty will be excused with pay for time lost during his basic workweek. No deduction will be made from his pay for any pay received by him from the Government for such service, but the Company will require him to show his pay voucher in order to establish the period of such excused absences.

b) Death in the family.

1) In the event of the death of a father, mother, a person who has acted in the place and stead of a father or mother in rearing the employee from childhood, brother, sister, wife, husband, or child of an employee, time off from regularly scheduled hours to attend the funeral will be granted with pay up to a maximum of 24 hours during the period starting on the day of the death up to and including the day following the funeral. One day with pay will be granted for religious or similar observance held in lieu of a funeral.

2) One (1) day off within the basic workweek will be given with pay to attend the funeral of a stepfather, stepmother, stepbrother, stepsister, half brother, half sister, stepchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandson and granddaughter.

## ARTICLE VIII

3) In the event a relative listed under part (2) of this subsection was living with the employee at the time of death, part (1) of this subsection will apply.

(c) An employee, who, upon being released meets one of the following sets of conditions will be entitled to time off as indicated below before reporting for regularly scheduled duty.

### Conditions

1. If he has worked 16 or more hours in the preceding 24-hour period without time off of at least eight continuous hours.

2. If he has worked less than 16 hours out of the preceding 24-hour period and is called out and works five or more hours in the 10-hour period immediately preceding his next regularly scheduled working time.

3. If he has worked less than 16 hours out of the preceding 24-hour period and works five or more hours on a prescheduled overtime assignment not continuous with his regularly scheduled hours in the ten-hour period immediately preceding his next regularly scheduled working time.

### Time Off

Eight continuous hours from the time of his release.

Five continuous hours from the time of his release.

Five continuous hours from the time of his release.



## ARTICLE VIII-IX

Should he be scheduled to work within the hours of rest provided above, he will be excused with pay at straight time for any part of his regularly scheduled hours which is within his scheduled hours at the Company's request, he will be paid double time in lieu of straight time for hours worked.

(d) No excused absence with pay will be considered an interruption of continuity of service.

## ARTICLE IX

### Wages

#### Section 1.

The wages set forth in the tables attached hereto and designated "Appendix A-1, A-2, A-3", which shall become effective May 1, 2000, and shall continue in effect thereafter from year to year.

Employee wages will be determined in accordance with the plan of wage administration, the wage schedule in effect, and the terms and conditions of this Agreement.

#### Section 2.

The schedule of job classifications hereinafter set forth indicate the code numbers, labor grades and minimum starting steps for each occupational group. The hourly wage schedules hereinafter set forth indicate the progression steps within the wage ranges for each labor grade. Employees currently receiving a

## ARTICLE IX

rate higher than those set forth will not be reduced, as long as they remain in their current classifications.

When an employee is promoted, or is upgraded to higher rated work, he will receive the starting rate for the new job, except where he is already receiving a rate equal to or in excess of said starting rate. In such event, he will receive an increase sufficient to bring him to the progression step in the new job next above his old rate, but not higher than the maximum rate for the new job. As an exception to the above, if any employee has worked at the maximum rate for his classification for a period in excess of two (2) years, when promoted or upgraded to a new job in the same line of promotion he shall receive an extra pay step in the new job, if this additional step is not higher than the maximum rate for the new job. In cases of temporary assignment to higher rated work, the employee will revert to his old rate upon conclusion of such assignment. When an employee is transferred to a job in a different line of promotion, the Company will consider previous experience and qualifications in determining the appropriate step in the new job at which the employee will be placed.

Progression to the next progression step between minimum and maximum, inclusive, will be considered each six (6) months (or in the case of upgrading for each 1040 hours of such assignment). If a review by his supervisors, which shall be made prior to the expiration of each such six (6) months interval (or in the case of upgrading for each 1040 hours of such assignment), indicates that the employee's development, measured by demonstrated performance and ability, has been satisfactory, an increase to the next progression step will be made, effective on the day following the expiration of the particular six (6) months interval (or in the case of upgrading on the hour following the expiration of 1040

hours of such assignment); and this procedure shall be continued until the employee's rate is the maximum rate for his job.

The setting forth of jobs in the schedule of job classifications shall not be construed as a requirement on the part of the Company to fill such jobs, or to establish and maintain quotas of personnel in such jobs.

Members of Local 270 will be eligible to participate in the FirstEnergy Corp. Employee Incentive Compensation Plan in accordance with the terms and conditions of the Plan document.

Note: The Hourly Wage Schedules designated as "Appendix A-1", "Appendix A-2 and Appendix A-3" indicate step rates from minimum to maximum for each job classification. However, those employees receiving rates higher than established rates for their jobs, except those incapacitated employees covered in Section 4.b. shall receive no increase, but no employee shall receive less than the appropriate rate for his job classification.

### **Section 3.**

In the interest of obtaining improved service, better operations, or lower costs, the Management may make changes in equipment, operations, the organization of work, or the qualifications for any job, and it is understood that this is a proper function of the Management.

When any such change requires revision of the job specifications and/or promotional charts, the Company will furnish to the Union copies of such revised specifications and/or charts at least 45 days prior to putting the change in effect and will discuss them with the Union, if so requested.

## ARTICLE IX

The wage rate ranges for any newly created job classifications, or for existing job classifications with revised job specifications resulting from any such change, and the seniority of any employees who may be affected by such revisions, will be negotiated by the Union and the Company. The new or revised job may be placed in effect 45 days after notice is given, as provided above, and any wage rate determined for any new or revised job shall apply retroactively to the date the new or revised job was put into effect.

If the Union and the Company are unable to resolve the seniority of employees directly affected by such revisions within the forty-five (45) day discussion period, the Union will submit its determination of the seniority for promotion, demotion, layoff or transfer purposes, of each such employees within ten (10) days thereafter in writing to the Company, and such seniority shall become effective when received by the Company. The seniority so fixed shall be consistent with seniority as defined in Article VI, and if the Company believe it has not been so established, the question maybe determined under the grievance procedure. Promotions, demotions, and layoffs or transfers in accordance with such seniority will not be the basis for a grievance against the Company. If the Union does not submit its determination of seniority, then the seniority as established by the Company will become and remain in effect.

It is the understanding of the parties that this provision will not be applied in bad faith or in an arbitrary manner that would adversely affect any of the Company employees who are members of the Union; nor will it be used by the Company to rewrite job specifications as a means of settling grievances, and that if the Union believes that it has been so applied or so used the question may be determined under the grievance procedure.

**Section 4.**

An employee assigned temporarily to work carrying a lower rate of pay shall have no reduction in his classification or rate of pay during such temporary assignment. An employee assigned temporarily and for one hour or more in any one day to work of higher classification shall be paid the appropriate rate for such higher classification during such temporary assignment.

Higher classification work in the bargaining unit will be offered to the senior qualified employee(s) who normally works at the location or work area and is immediately available at the time the need for such assignment arises. If, however, such senior employee(s) declines such work, then the junior qualified employee(s) who is immediately available at the time the need for such assignment arises will be assigned to perform the work. Higher classification assignments in the bargaining unit will be used primarily for the replacement of employees absent for reasons covered by this agreement.

This section will not (1) require the Company to call out an employee or (2) be permitted to interfere with an employee training program or the equitable distribution of overtime work.

**ARTICLE X**

**Benefits**

**Section 1. Sickness and Injury Benefits.**

Benefits shall be available to all full-time regular employees in the bargaining unit who are absent from

## ARTICLE X

work because of illness or injury in accordance with the following terms and conditions.

a. Non-industrial illness or injury. For transition purposes only, a full-time regular employee who is actively at work on May 1, 1998 will be covered by the provisions described below. A full-time regular employee not actively at work due to illness or injury on May 1, 1998 must return to his regular job for thirty (30) consecutive calendar days in order to be covered by the provisions described below. Any full-time regular employee who is absent from work due to illness or injury on May 1, 1998 and who is unable to return to his regular job for thirty (30) consecutive calendar days will be eligible for sick pay benefits in accordance with Article X, Section 4 of the 1993-1997 labor agreement between the Company and the Union, which, for purposes of this sentence only, is incorporated herein by reference. Except as otherwise provided in this paragraph, an employee who is absent from work due to illness or injury (excluding any injury for which he receives Workers' Compensation from the Company under the laws of the State of Ohio and excluding any injury suffered by an employee while in the course of gainful employment for some employer other than the Company) shall be paid his normal straight time rate, less appropriate deductions for taxes, for all regularly scheduled hours during such period or periods of absence but not in excess of the regularly scheduled hours contained in the maximum number of working days for any one payroll year as provided by the following table:

## ARTICLE X

ACCUMULATED FULL YEARS OF SERVICE AT END OF PRIOR CALENDAR YEAR	SICK PAY IN FOLLOWING PAYROLL YEAR	
	No. of Days at Full Base Rate	No. of Days at Half Base Rate
6 months or more, and less than 1 year	10	10
1 year or more, and less than 2 years	20	20
2 years or more, and less than 3 years	25	50
3 years or more, and less than 4 years	30	60
4 years or more, and less than 5 years	35	70
5 years or more, and less than 6 years	50	100
6 years or more, and less than 7 years	60	120
7 years or more, and less than 8 years	70	140
8 years or more, and less than 9 years	90	130
9 years or more, and less than 10 years	100	130
10 years or more, and less than 15 years	130	130
15 years or more, and less than 20 years	145	115
20 years or more	160	100

Benefits payable to employees under this section will be reduced by the full amount of primary Social Security benefits that the individual is entitled to receive.

## ARTICLE X

An employee who is confined as an in-patient in the hospital on the first day of absence will be paid benefits beginning the first day of such absence. Before sick benefits are paid under this paragraph, an employee shall have the number of "wait days" as specified in the chart below:

WAITING DAYS BASED ON ABSENCES IN PREVIOUS CALENDAR/PAYROLL YEAR							
ACCUMULATED SERVICE	6	5	4	3	2	1	0
6 months or more, and less than 1 year	3 DAYS FOR ALL ABSENCES						
1 year or more, and less than 2 years	5	5	4	3	2	2	0
2 years or more, and less than 3 years	5	5	4	3	2	1	0
3 years or more, and less than 4 years	5	5	4	3	2	1	0
4 years or more, and less than 5 years	5	4	3	2	1	1	0
5 years or more, and less than 6 years	5	4	3	2	1	1	0
6 years or more, and less than 7 years	4	4	3	2	1	1	0
7 years or more, and less than 8 years	4	4	3	1	1	0	0
8 years or more, and less than 9 years	4	3	3	1	1	0	0
9 years or more, and less than 10 years	3	3	2	1	1	0	0
10 years or more, and less than 15 years	2	2	1	1	0	0	0
15 years or more, and less than 20 years	2	2	1	0	0	0	0
20 years or more	2	1	1	0	0	0	0

"Payroll year" means the dates established from time to time by the Company. Once established, the Company shall so notify the Union as soon as practicable.

**b. Industrial Injury.** An employee absent from work due to an injury received in the course of, and arising out of, his or her employment with the Company and for which injury the employee is receiving or will receive weekly benefits (with the



## ARTICLE X

possible exception of the first week after the injury is received) under the Workers' Compensation law of the State of Ohio, shall be paid one-half (1/2) the difference between the amount received or to be received under the Workers' Compensation law of Ohio and his current regular straight time pay, less appropriate deductions for taxes, for not more than fifty-two (52) weeks of such absence or absences. This entitlement shall apply during the period commencing on the date of injury and lasting until the end of the payroll year in which such injury occurred.

Should such absence due to industrial illness or injury continue into the next payroll year, the employee will be entitled to be paid one-half (1/2) the difference between the amount received or to be received under the Workers' Compensation law of Ohio and his current regular straight time pay, less appropriate deductions for taxes, until he returns to work or the end of such payroll year, whichever occurs first. Should such absence continues into the next payroll year, the employee shall be paid one-quarter (1/4) the difference between such Workers' Compensation and the employee's regular straight time pay, less appropriate deductions for taxes, until he returns to work or the end of such payroll year, whichever occurs first. Should the employee continue to be absent thereafter he shall not be entitled to further benefits under this Section until he has returned to his regular job for thirty (30) consecutive calendar days. Nothing in the foregoing shall be construed to limit the Company's right to terminate an employee who has reached maximum medical improvement and is not able to return to his regular job.

## ARTICLE X

Benefits will not be paid hereunder for the first full day of the first absence due to an injury unless an employee is admitted to a hospital or ordered by his doctor not to work on such day. The employee shall furnish written confirmation of his doctor's order, which shall include the diagnosis, prognosis and work restrictions or limitations and the Company may require the employee to be examined by its doctor to determine the validity of the employee's absence, which determination shall be conclusive.

c. Benefits under a. and b. above shall be independent of each other and neither one of the two shall be charged against the allowance of the other.

d. To become eligible for sickness or injury benefits during the first year of employment or re-employment with the Company an employee shall have completed six (6) months of continuous employment.

e. "Accumulated service" shall include all time during which the employee was on the Company's payrolls, including time spent in the Military Service of the United States of America and authorized leaves of absence. In case of layoff the employee, upon recall, shall, if recalled within twenty-four (24) months from the date of his layoff, be deemed to have accumulated service during the layoff period. Except by reasons of Military Service or authorized leave of absence, any employee who terminates or has previously terminated his employment with the Company of his own volition or who is discharged for good and sufficient reasons or has previously been discharged for good and sufficient reasons, shall, for sickness or injury benefits, lose credit for all employment prior to such termination of employment or discharge.

## ARTICLE X

f. No benefits hereunder shall accumulate from one (1) service year to another.

g. An employee will not receive any general wage increase or upgrade rate of pay while absent because of sickness or injury.

h. Benefits will not be paid unless the cause of absence is reported to the Company before the end of the first scheduled working day of such absence (except where physically impossible to do so) and no employee shall be entitled to any benefits until he has presented reasonable evidence of his inability to work due to sickness or injury, which evidence shall include the diagnosis, prognosis and work restrictions or limitations.

i. Benefits will not be paid unless the employee adopts such remedial measures as may be commensurate with his or her condition and permits such reasonable examinations and inquiries by the Company's representative, at the Company's expense, as in the judgment of the Company may be necessary to ascertain the employee's condition. If the employee is not satisfied with the conclusions thereof, he may, at his own expense, submit a report obtained from a doctor of his own choosing for consideration by the Company. Should any conflict result between the examination reports of the doctors involved, the two doctors shall, by agreement, select a third doctor who will consider the case submitted to him and render a decision within (1) week from the date he receives the case and his decision will be binding. The cost of the third doctor shall be borne by the employee. The provision of a third doctor shall have no application to Workers' Compensation cases.

## ARTICLE X

j. Benefits will not be paid for any sickness or injury attributable to the use of drugs, intoxication, willful conduct, or for any injury sustained by an employee in commission of a crime or violation of law.

k. All privileges and benefits available under this Section may at any time be withdrawn by the Company in any case where they have been abused. The foregoing shall be in addition to any other discipline, including termination, that may be imposed as a result of such abuse.

### Section 2. Pensions

It is agreed that the Company has in effect a retirement plan as part of the FirstEnergy Pension Plan (hereinafter referred to as "Pension Plan"), and that the provisions of the Centerior Pension Plan applicable to employees who are members of Local 270, U.W.U.A., shall be incorporated into the Pension Plan.

The Pension Plan shall not, prior to five (5) years from May 1, 1998, be subject to any amendment which would change benefits applicable at the time of such amendment to any employee of the Company represented by the Union, except that the continuance of said Plan as so amended is contingent upon the continued allowability in full to the Company as deductions for Corporation Federal Income Tax Purposes of the costs of the Plan and the continued tax-exempt status of the income of the Trust Fund and such Plan shall, within the limitations set forth above, be subject to any changes necessary or desirable to make such costs of the Plan eligible for tax deduction or to make the income of the Trust Fund exempt from taxation or to bring the Plan into conformity or compliance with applicable governmental regulations; nor shall the Plan as

## ARTICLE X

so amended be subject to demand for change or addition to or negotiation by the Union until sixty (60) days preceding May 1, 2003.

This Section shall survive any expiration of this Agreement.

### **Section 3. Flexible Benefits Plan**

a. Effective January 1, 1999, the Company will have in effect a Flexible Benefits Plan to provide for Health Care, Dental Care, Vision Care, Group Life Insurance, Dependent Life Insurance, Accidental Death & Dismemberment Insurance and Flexible Spending Accounts, which is outlined in the FirstEnergy Benefits Handbook. Except as otherwise specified in this Section, participation in the Flexible Benefits Plan will be in accordance with the specific terms and conditions of the applicable plan as stated in said Benefits Handbook, as amended by the Company from time to time. Employees will have the option annually to enroll or re-enroll into various options subject to certain provisions contained herein. New employees will be able to participate in the Flexible Benefits Plan effective the first of the month following their date of employment.

b. With respect to the Health Care Plan, effective January 1, 1999, the Company will pay each month the cost of coverage for each individual active employee and his eligible family members enrolled in the Managed Preferred Provider Plan and any increase in the cost of the coverage for each individual active employee and his eligible family members enrolled in the Managed Preferred Provider Plan and any increase in the cost of the coverage occurring after January 1, 1999, but prior to December 31, 2003, shall be paid by the Company. It is

## ARTICLE X

also agreed that if an active employee enrolls in another health care plan offered by the Company, and the cost of coverage in that plan exceeds the cost of coverage in the Managed Preferred Provider Plan, then the difference in cost will be paid by the employee per the terms of the Flexible Benefits Plan. This does not preclude the Company from changing the provisions or discontinuing the offering of any health care plan other than the Managed Preferred Provider Plan, at any time during the term of this Agreement.

Effective January 1, 1999, the Company's contribution for health coverage for an employee who retires on or after January 1, 1999 shall be based on such retiree's age and service at the time of retirement, the eligibility of the retiree and his eligible family members for Medicare and the cost of the Managed Preferred Provider Plan according to the following tables:

NO RETIREE OR DEPENDENT ELIGIBLE FOR MEDICARE				
Company Contribution (\$) by Coverage				
Minimum Points (Age + Service)	Single	Two-Person	Family	
85	1.00x(C) - M	1.00x(C) - 2x(M)	1.00x(C) - 2x(M)	
75	.75x(C) - M	.75x(C) - 2x(M)	.75x(C) - 2x(M)	
65	.50x(C) - M	.50x(C) - 2x(M)	.50x(C) - 2x(M)	
AT LEAST ONE RETIREE OR DEPENDENT ELIGIBLE FOR MEDICARE				
Company Contribution (\$) by Coverage				
Minimum Points (Age + Service)	Single	1 Med. Elig. 1 Med. Inelig.	Dual Medicare	Family
85	1.00x(C)	1.00x(C) - M	1.00x(C)	1.00x(C) - M
75	.75x(C)	.75x(C) - M	.75x(C)	.75x(C) - M
65	.50x(C)	.50x(C) - M	.50x(C)	.50x(C) - M

Where:

M = Amount equivalent to the Medicare Part "B" premium

C = Cost of coverage in Managed Preferred Provider Plan

The Company's contribution for health coverage for an employee who retires prior to January 1, 1999 shall be in accordance with the terms and conditions of the health plan in effect for such employee at the time of retirement.

It is specifically recognized that post-retirement health care benefits as well as other post-retirement benefits, excluding pension, provided hereunder are not vested and may be amended or terminated by the Company at any time.

With respect to Group Life Insurance, effective as soon as practicable following ratification, the Company will provide a Surviving Spouse Benefit, under the same terms and conditions that were in effect prior to May 27, 1998, for employees represented by Local 270.

#### **Section 4. Savings Plan.**

Employees who are members of Local 270, U.W.U.A. will be eligible to participate in the FirstEnergy System Savings Plan in accordance with the terms of the Plan document, as may be amended from time to time by the Company.

#### **Section 5. Other Benefits.**

The Company, from time to time, provides all employees with additional benefits outside of the Flexible Benefits Plan, the Savings Plan or the Pension Plan. These benefits currently include an Employee Assistance Program, Business Travel Accident Insurance, Education Assistance, Financial Planning

## ARTICLE X

and Long-Term Care. To the extent that such benefits are available to other employees of the Company during the term of this Agreement, the Company agrees that for the term of this Agreement, any such benefits will be extended to members of Local 270, U.W.U.A. on the same basis. Nothing in the foregoing shall be construed to prohibit the Company from amending the terms or eliminating such benefits during the term of this Agreement.

### **Section 6. Paid Absence Day.**

Beginning January 1, 1999, to each full-time regular employee on the payroll January 1, of each year, the Company will grant three (3) Paid Absence Days (24 work hours) per calendar year. Such a day may not be the workday preceding or following a holiday or vacation and may not be used as a substitute for wait days as described in Section 1 of this Article. Such days must be taken by December 15, (unless notification is given prior to December 1) of each year and may not be taken with less than one week's notice except by mutual consent of the employee and his supervisor. If such days are not used during the calendar year they shall be lost and no additional compensation shall be paid in lieu thereof. The Company may, but will not be required to, grant a Paid Absence Day on a workday preceding or following a holiday or vacation.

In the event the number of employees who apply for a specific day are more than can be accommodated, the number that can be accommodated will be granted the day off in order of their application for the Paid Absence Day.



**Section 7.**

It is agreed that there will be a Joint Workers' Compensation Committee. The committee will be comprised of four (4) Union appointed representatives and appropriate Company representatives. The joint committee will meet no more than three (3) times each year. Such meetings shall be limited to issues pertaining to the Ohio Workers' Compensation laws and the negotiated industrial injury benefits under this Agreement.

**ARTICLE XI**

**Vacation With Pay**

**Section 1.**

Annual vacations with pay will be earned as follows:

- a. The amount of vacation with pay in any calendar year shall be determined by the length of continuous service with the Company as of January 1 of each year.
- b. An employee who on any January 1 has had continuous service with the Company of twenty-four (24) or more years shall receive a vacation entitlement of 200 hours for that calendar year.
- c. An employee who on any January 1 has had continuous service with the Company of fourteen (14) or more years but less than that

## ARTICLE XI

specified in subsection b. above, shall receive a vacation entitlement of 160 hours for that calendar year.

- d. An employee who on any January 1 has had continuous service with the Company of seven or more years but less than that specified in subsection c. above shall receive a vacation entitlement of 120 hours for that calendar year.
- e. An employee who on any January 1 has had continuous service with the Company of one or more years but less than that specified in subsection d. above shall receive a vacation entitlement of 80 hours for that calendar year.
- f. A new employee will earn forty (40) hours of vacation entitlement after six months of continuous service with the Company and an additional 40 hours after 12 months of continuous service.
- g. After an employee has used forty (40) hours of his/her vacation entitlement, he/she may bank any unused vacation, but shall not be required to do so. The maximum number of hours that may be accumulated in any employee's vacation banking account is 1,000. Banked vacation is to be paid as a lump sum if 1) an employee dies prior to retirement, 2) an employee terminates, including retirement or 3) if an employee dies or separates employment (other than retirement). If an employee retires, banked vacation may be taken as time off prior to retirement if mutually convenient to the employee and his/her supervisor, and/or may be paid as a lump sum.

## ARTICLE XI

Payment for banked vacation will be at the employee's pay rate at the time it is taken or paid. Banked time off is to be scheduled at a time mutually convenient to the employee and his supervisor.

- h. An employee who leaves the employment of the Company for any reason will receive vacation pay for any vacation he may be eligible for on January of the previous year if not already taken at the time of his exit. In addition, an employee who resigns with proper notice of forty (40) hours of regularly scheduled working time after five (5) years of continuous service with the Company, or who is laid off, or who is retired, will be paid a vacation allowance proportionate to the number of months worked in the calendar year under consideration.
- i. For the purpose of this section an employee's continuous service is defined as the period of time during which he is continuously listed as an employee on the payroll records of the Company, including time lost on account of military service, accident, sickness and authorized leave of absence, Family and Medical Leave absence, and on account of layoff if re-employed within twenty-four (24) months of the date of layoff.
- j. An employee's vacation eligibility in any calendar year will be based upon his continuous service as defined in paragraph (i) of this Section; but will be reduced by one-twelfth

## ARTICLE XI

of such amount for each month spent on leave of absence or other absence without pay during the previous calendar year. However, if a leave of absence during the previous calendar year for thirty days or more was granted for health reasons, and the employee furnished a doctor's certificate to that effect, no deduction will be made for the time spent on such leave.

- k. Upon request, an employee may take vacation in one whole day increments at the discretion of management. For employees in the Company's fossil operations, the foregoing shall be limited to a maximum amount of five such single whole days, unless the employee is entitled to four (4) weeks of vacation in a calendar year. In which case, the employee may take ten (10) days of that vacation in single whole day increments at the discretion of management. An employee who has scheduled a full week's vacation will be given preference over an employee who requests one whole day vacations regardless of seniority. Requests for these days must be made at least seven days prior to the date requested and must be approved by management. However, because of extenuating circumstances, a day of vacation time with less than seven days notice may be approved by the employee's supervisor. The Company reserves the right to limit the number of employees who can be off on a specific day. The Company may, but cannot be required to, grant a one-day increment on a workday preceding or following a holiday or other vacation. The Company may fill the

## ARTICLE XI

vacancy of partial vacations by upgrading. The employee will not be required for overtime during the twenty-four (24) hour period of his vacation day.

### Section 2.

At an appropriate time each year the Company will obtain from employees entitled to vacations their preferences as to vacation periods and will, as soon thereafter as possible, establish workable vacation schedules. In establishing such schedules the Company will respect the wishes of employees as to the time of taking their vacations insofar as the needs of the service will permit. Conflicts among preferences shall be resolved in each department between the Company and the Union.

No department will require an employee to take his vacation outside of the ten-month period beginning March 1 and ending December 31. Any vacation in excess of four weeks, however, will be scheduled at the discretion of the Company any may be scheduled during the months of January and February.

### Section 3.

Vacation periods generally will be taken in weeks and will start on Monday unless the employee's immediate supervisor approves otherwise. Department managers may, insofar as needs of the service will permit, allow:

- a) The vacation weeks to be taken separately,  
and/or

## ARTICLE XI

- b) The vacation week or weeks to start on a day other than Monday.
- c) Single days of vacation on Saturdays and or Sundays preceding or following a full week vacation as provided for in Article XI, Section 1(k).

### Section 4.

If a holiday for which an employee is entitled to straight time pay as provided in Article VII within his scheduled vacation period, he shall be given an additional day off with pay, on a day mutually agreeable to the employee and the Company, or at the discretion of the Company, a day's pay in lieu thereof.

### Section 5.

Upon the death of an employee, an allowance for all vacation not received will be added to the pay due him at the time of his death and disbursed therewith.

### Section 6.

An employee who quits without having given advance notice of forty (40) hours of regularly scheduled working time or who is discharged for cause will receive no accrued vacation pay.

### Section 7.

Should an employee be on sick leave at the time his vacation is scheduled to start he may be permitted

## ARTICLE XI-XII

to change the vacation then scheduled to a subsequent date which will not conflict with another employee's vacation. Consideration of requests for such changes is contingent upon prompt notice and proof of illness to the employee's immediate supervisor.

Should an employee have a death in the family which would entitle him to pay for time not worked under the provisions of Article VIII and notice is received by the Company prior to the start of any single week of scheduled vacation, such week of vacation will be rescheduled to a subsequent week which will not conflict with another employee's vacation.

## ARTICLE XII

### Working Conditions

#### Section 1.

Reasonable space shall be provided on Company bulletin boards in all departments covered by this Agreement, for the use of the Union in posting bulletins and notices for the attention of its members. Such posting will be confined to notices of Union meetings, results of elections and similar noncontroversial subjects.

#### Section 2.

a) The parties hereto agree to comply in all respects with the safety rules, regulations, and practices prescribed by the Company. At a minimum, the

## ARTICLE XII

Company's safety practices will be in compliance with OSHA regulations. Failure to abide by such safety rules, regulations and practices shall be grounds for discipline both by the Company and the Union.

b) It is agreed that in the first bi-weekly paycheck following May 1 of each year, the Company will provide an allowance of \$100.00 to each employee. This allowance will be in lieu of payment by the Company to an employee for personal protective equipment such as safety shoes and prescription safety glasses, license renewals and any government-mandated physical examinations. The Company shall continue to provide, at its cost, hard hats, rubber gloves, protectors, overshoes, non-prescription safety glasses, and work gloves, as well as any other personal protective equipment that an employer is required to provide, at its cost, to its employees under applicable OSHA regulations.

c) Effective May 1, 2000, for designated employees in the Northern Region and the Eastern Region Ashtabula Service Center and Main Avenue Customer Center, the Company will provide an allowance of \$450 to each employee for the purchase of flame retardant clothing. Thereafter, such employees will be provided a yearly allowance of \$250 for the purchase to such clothing. The designated employees are those in the following job classifications:

Meterman/Meterwoman A  
Meterman/Meterwoman B  
Meterman/Meterwoman C



Substation Electrician Leader  
Relay Tester  
Substation Electrician A  
Substation Electrician B  
Substation Electrician C

Underground Electrician Leader  
Underground Electrician A  
Underground Electrician B  
Underground Electrician C

Lineworker Leader  
Lineworker A  
Lineworker B  
Lineworker C

Collector  
Meter Reader A (If required to install meters)

**Section 3.**

(a) A Union Representative authorized for such purpose may submit any safety recommendation in writing to the Manager, Industrial Relations, who will confer with such Union Representative on the merits of such recommendation. The safety recommendation so discussed, unless the Union withdraws it after discussion, shall be submitted to the Management. The Company will advise the Union of its action upon any submitted safety recommendations.

For the purposes of this section, the Company will recognize three safety committees; one for Fossil Operations; one for Nuclear Operations; and one for

## ARTICLE XII

**Transmission and Distribution Operations.** The Company will recognize and pay the Union Safety Committees Chairman and two Representatives designated in writing by the Union for each committee. Each committee shall meet three times per year at a time and place as determined by the respective committee. Additional meetings may be called by the Company or the Union. The requirement for the Company to pay representatives from the Union shall not apply to any additional meetings called by the Union.

The Company will also recognize two Representatives, appointed by the Union and designated in writing to the Manager, Industrial Relations, as members of the Perry Plant ALARA Review Committee. Both Representatives shall be employees who have Perry Plant job classifications.

In a cooperative effort to insure the effectiveness of Joint Company/Union safety committees at the Department or Section level it is agreed that the Union representatives will select Union volunteers to serve as safety committee members for the calendar year commencing in January. It is the stated objective of the Joint Company/Union Safety Committee that this cooperative effort is directed at improving the safe work environment for all employees. Employees participating will be paid for all time lost from their scheduled work period while attending such meetings.

(b) In connection with any injury sustained by an employee while on the job, the Company will provide such employee with a copy of any statement he may make in the investigation of the accident. The

Company will notify the Union of the time and place that an investigator is to take the employee's statement regarding the accident. Further, each department will, as soon as practicable, advise the appropriate Job Steward of any accidents involving employees he may represent. If requested, a Job Steward, who is at the location of the accident, will be granted up to one-half hour off with pay to investigate the accident. Upon request to his supervisor, any Chief Job Steward requiring additional time off at a location other than where the accident occurred will be excused without pay to investigate the accident.

#### Section 4.

The Company will furnish work gloves and equipment for rainy weather and will make available protective clothing for the use of employees in the following work:

Outdoor work during rainy weather.

Work on Economizers, Superheaters, Precipitators, Fuel Bunkers, Boiler Tubes, Water Treatment, Fuel and Lube Oil Tanks and Filters, Coal Belt Conveyors and Car Thawing.

Battery work.

Blacksmith work.

Welding.

Spray painting, substation structure and transmission line tower painting.

## ARTICLE XII

Insulator cleaning in conjunction with silicone treatment.

Applying and removing heat insulation.

Washing and degreasing vehicles.

### Section 5.

All employees are required to provide the Company with a telephone number where they may be reached in order to fulfill the obligation to respond to calls when the need arises.

### Section 6.

When the permanent headquarters of an employee is changed at the Company's request (other than by reason of a reduction in force or the declaration of a surplus) and he decides to move his residence in consequence thereof, the Company will pay the mutually agreed upon moving expense incurred within a reasonable period of time after such change of headquarters, if the distance from the employee's old headquarters to his new headquarters exceeds fifty (50) road miles, unless the employee already lives nearer the new headquarters than the old headquarters. If it is not possible to give such an employee sufficient notice of the proposed transfer to permit him to arrange living quarters in the new locality and it is mutually agreed that it is necessary for him to live away from home until such time as he can move, the Company will pay his necessary living expenses away from home for a reasonable period of time.

## ARTICLE XII

### Section 7.

No supervisor shall act in other than a supervisory capacity except in emergencies. This is not intended to prevent a supervisor from protecting life or property, giving occasional or emergency assistance or performing work for the purpose of instruction. However, the primary function of a supervisor is supervision and he is not to perform work which will eliminate a man or interfere with supervision.

This section will also apply to an employee while he is assigned temporarily to the directive duties of a supervisor in his absence.

### Section 8.

During the period May 1, 2000 through April 30, 2003, the Company will not layoff any employee, except under extraordinary circumstances such as acts of God, catastrophic events, bankruptcy, sale or shutdown or curtailment of a plant or generating unit, revocation of a nuclear operating license, or shutdown of a portion of the transmission or distribution system. The foregoing shall not be construed as a requirement to maintain any particular staffing levels. This paragraph shall not prohibit a layoff in the event that the Company sells or otherwise transfers a generating unit or a portion of all of its transmission and distribution systems. The rights of employees in the event of such a sale or transfer are dealt with in the Successor and Assigns Clause. An employee laid off pursuant to this section shall have the right to elect either to retain his rights under Article VI, Section 6 or receive severance benefits under the Company's Employee Assistance Plan.

## ARTICLE XII

The Company reserves the right to contract to perform work in an efficient, cost effective manner. The Company further reserves the right to contract specific jobs, ordinarily and customarily done by regular employees, that are required to be done within a specified time, and the work cannot be done by regular employees in the time required or where the Company's normal work force, skills, training and organization of its employees, its tools or equipment is inadequate. The Company will notify the Union of such outside contractor work on a timely basis, as conditions permit.

### Section 9.

Employees who are unable to report for work shall notify their reporting place, supervisors or foremen at least one (1) hour before starting time of their shift of such inability to report for work. An employee returning to work after excused absences including sick leave shall notify his reporting place, supervisor or foreman at least six (6) hours before his normal starting time.

### Section 10.

Where attendance is required by the Company, the Company will pay the affected employee(s) hourly rates, for time actually spent in attendance at safety meetings or other special meetings called by the Company for purposes of instruction or training outside of the employee's regular working hours. No meals, meal allowances, callout or other fringe benefits shall be applicable to such time so spent unless such time at meetings exceeds two (2) hours.

**Section 11.**

No full-time regular employee shall (except as may be permitted when such employee is on authorized leave of absence) engage in work for any employer other than the Company to the extent that such additional work constitutes something more than casual employment and qualifies such employee for the benefits, if any, paid to employees generally by such other employer. If a violation of this clause becomes known to the Company, the employee will be given fifteen (15) calendar days to correct the situation and failing to do so, the employee may be discharged.

**Section 12.**

When an employee who has been off work who in the opinion of the Company's physician is capable of performing modified duty work, unless overturned by a 3rd doctor pursuant to the procedure specified in Section 1 i., and the Company, in its sole discretion, has offered such employee modified duty either within or outside of the employee's regular duties, the employee shall initially be carried at his regular rate for a two (2) week period. At the end of this initial period, he shall be reviewed, and this process shall be continued with a review at the expiration of each week, so long as the Company in its sole discretion continues such modified duty. The primary purpose of these periodic reviews is to assure that the employee is returned to his regular duties as soon as he is able to do so. The Company may terminate the availability of modified duty at any time and nothing in the foregoing shall require the Company to make modified duty available in any particular case.

## ARTICLE XIII-XIV

### ARTICLE XIII

#### Conflicts With Laws or Regulations

##### Section 1.

*If any provision of this Agreement conflicts with any valid governmental proclamation, directive or regulation or with any valid Federal or State law, order, or regulations now or hereafter enacted or issued, such provision hereof shall not remain binding, but the remaining portions of the Agreement shall remain binding. Any conflicting provision shall then be open for renegotiation between the parties hereto for the purpose of reconciling the conflict.*

*If any valid governmental proclamation, directive or regulation, or any valid Federal or State law, order or regulation, now or hereafter enacted or issued, requires the approval by any governmental agency or authority of any provision of this Agreement before it may become effective, the parties hereto shall not be bound by said provision until such approval has been obtained.*

### ARTICLE XIV

#### Miscellaneous

##### Section 1.

*In the interpretation of this agreement unless the context shows that another sense was intended, words*



## ARTICLE XIV

of the present tense shall include a future tense, words in the masculine gender shall include the feminine gender, words in the plural number shall include the singular number and words in the singular number shall include the plural number.

### Section 2.

A full time employee is any employee other than a temporary, probationary or part-time employee. Temporary, probationary and part-time employees, as defined herein, shall not come under the terms and provisions of this agreement except as hereinafter provided.

A temporary employee is one who is hired either for a specific period of time or for a specific job of limited duration. A part-time employee is an employee who is regularly scheduled to work less than forty (40) hours per week. A temporary or part-time employee shall not be retained on a temporary and/or part-time employee status beyond twelve (12) consecutive months. The months of employment shall be considered consecutive unless there has been a break in such employment of at least six calendar months. The Company will notify the Union when hiring temporary or part-time employees.

A newly hired employee, other than a temporary or part-time employee, shall be considered a probationary employee for six (6) months, during which period the Company will determine the suitability of such new employee for acceptance as a regular employee. Similarly, an employee whose status is changed from either part-time or temporary to probationary shall be

## ARTICLE XIV

*considered a probationary employee for six months during which period the Company will determine the suitability of such an employee for acceptance as a regular employee. Prior service in either a temporary status or part-time status shall not be considered as part of the probationary period. If such an employee is released by the Company for any reason during the six-month probationary period, such action will not be the subject of a grievance. Part-time or temporary employees shall not have the benefit of the grievance procedure.*

### Section 3.

*This Agreement represents the sole and complete negotiated agreement resulting from collective bargaining negotiations between the parties, thereby eliminating and superseding all agreements, customs, practices and understandings not covered herein which were in effect prior to the date of this Agreement, whether the same were expressed or implied, written or oral, or based on other factors. As such, this Agreement shall govern during its term the entire relationship with respect to wages, rates of pay, hours of employment and other conditions of employment, and shall be the sole source of any and all rights or claims which may be asserted in the adjustment of differences hereunder or otherwise.*

### Section 4.

*The term "supervisor" wherever used in this agreement shall mean an employee with authority, among other things, to hire, promote, discharge discipline or otherwise effect changes in the status of employees or effectively recommend such action.*

**Section 5.**

All notices required thereunder to be given to the Union or the Company shall be in writing, by certified mail, return receipt requested and shall be deemed completed by and at the time of mailing. Notices by the Company shall be signed by the an appropriate representative of the Company. Notices to the Company shall be addressed to the Manager, Industrial Relations, FirstEnergy Corp., 76 S. Main St., Akron, Ohio 44308 except as otherwise specifically provided. Notices by the Union shall be signed by the President, the Vice President or the Recording Secretary. Notices to the Union shall be addressed to the President, Local No. 270, Utility Workers Union of America, AFL-CIO, (address as then officially on file with the Company) except as herein otherwise specifically provided. Both parties shall by written notice advise the other of the names and addresses of the officers referred to above and from time to time of any changes in the names and/or addresses of said officers.

**Section 6.**

The Union will provide the Company in writing the names of all Union representatives and their respective jurisdiction and authority, and the Company shall be entitled to rely on such authority and jurisdiction in dealing with the Union within such limits and shall not be required to consider any other than such named individuals.

## ARTICLE XV

### ARTICLE XV

#### Terms and Renewal

This Agreement shall become effective as of May 1, 2000, and shall continue in effect until April 30, 2003, and thereafter from year to year; provided that either party may upon sixty (60) days' notice to the other terminate any or all of the provisions hereof as of March 1, 2003 (other than those of Article X relating to the Company's Pension Plan, which may not be changed until May 1, 2003, or on any anniversary date thereafter), by notifying the other party in writing of the change or changes or additions desired by such party. Except as to the change or changes or additions contained in such notice, the Agreement shall continue as stated herein. Such written notice shall be given not less than sixty (60) days prior to May 1, 2003 or any anniversary date thereafter. In the event such notice be given, the parties shall, within twelve (12) days after receipt of such notice, commence negotiations upon such change or changes or additions which shall, when agreed upon, be incorporated into this Agreement.

THE CLEVELAND ELEC-  
TRIC ILLUMINATING  
COMPANY

John A. Gill  
H. Douglas Jahn

UTILITY WORKERS UNION  
OF AMERICA, AFFILIATED  
WITH AFL-CIO

Don Opatka

ACCEPTED AND APPROVED  
BY LOCAL 270 UTILITY  
WORKERS OF AMERICA,  
AFFILIATED WITH AFL-CIO

Robert J. Chet	Robert N. Fronck
Phillip D. Bliss	Donald Robinson
Daniel J. White	Richard P. Wilcox
Larry R. Myers	Barbara J. Pulley
Kevin M. Dirling	Andrew B. Clark

**APPENDIX A  
SCHEDULE OF JOB CLASSIFICATIONS  
NORTHERN AND EASTERN REGIONS  
OPERATIONS SUPPORT**

<u>Job Classification</u>	<u>Labor Grade</u>	<u>Minimum Starting Step</u>
<b>GARAGE SERVICES</b>		
Mechanic A	13	3
Mechanic B	09	6
<b>METER SERVICES</b>		
Meterman/Meterwoman A	16	5
Meterman/Meterwoman B	10	7
Meterman/Meterwoman C	08	9
<b>STORES</b>		
Inventory Storekeeper	08	3
Stock Handler	07	4
<b>SUBSTATION SERVICES</b>		
Substation Electrician Leader	20	5
Relay Tester	20	5
Substation Electrician A	16	9
Substation Electrician B	10	7
Substation Electrician C	07	11
<b>TRANSPORTATION</b>		
Equipment Operator A	11	3
Stores Deliverer A	10	4

## APPENDIX A

<u>Job Classification</u>	<u>Labor Grade</u>	<u>Minimum Starting Step</u>
<b>TRANSFORMER REPAIR</b>		
Transformer Repair Leader	15	2
Transformer Repair Mechanic A	13	5
Transformer Repair Mechanic B	08	5
Tool Repair Mechanic	10	5
<b>UNDERGROUND SERVICES</b>		
Underground Electrician Leader	19	3
Underground Electrician A	16	9
Underground Electrician B	11	8
Underground Electrician C	07	5
<b>ELECTRICAL SERVICES</b>		
General Service Electrician	11	5
Service Electrician	8	7
<b>OPERATIONS SERVICES</b>		
<b>LINE SERVICES</b>		
Lineworker Leader	20	4
Line Leader-Shift	20	4
Lineworker A	16	10
Lineworker B	10	7
Lineworker C	07	10
Line Clerk Storekeeper	07	10
<b>CUSTOMER SERVICE</b>		
<b>CREDIT/METER READING SERVICES</b>		
Collector	08	4
Meter Reader A	07	11

## APPENDIX A

<u>Job Classification</u>	<u>Labor Grade</u>	<u>Minimum Starting Step</u>
<b>FIRSTENERGY ADMINISTRATIVE SERVICES</b>		
<b>TELECOMMUNICATIONS</b>		
Communications & Control Tester A	20	5
Communications & Control Tester B	10	5
<b>CONSOLIDATED PLANTS</b>		
Production Crew, Class 'A' Supercritical <i>Eastlake only</i>	19	3
Production Crew, Class 'A'	17	3
Production Crew, Class 'B'	14	5
Production Crew, Class 'C'	9	7
Plant Electrical Operator	17	2
Electrical Operator	15	2
Core Maintenance Mechanic Welder	14	3
Core Maintenance Mechanic	13	5
Core Maintenance Electrical Mechanic	15	5
Yard Class I	13	4
Yard Class II	8	9
Power Plant Worker	5	11
Senior Stock Handler	8	3
Stock Handler	5	2
Stock Helper	3	10

## APPENDIX A

<u>Job Classification</u>	<u>Labor Grade</u>	<u>Minimum Starting Step</u>
<b>GENERATION SERVICES</b>		
PPSC		
Maintenance Mechanic	15	5
Maintenance Mechanic A	14	4
Maintenance Mechanic B	10	5
Maintenance Mechanic C	5	3
Plant Facilities Mechanic	12	5
Plant Facilities Apprentice Mechanic	8	3
Maintenance Mechanic Helper	4	11
Maintenance Shop Attendant	1	10
<b>TRAVELING MAINTENANCE</b>		
Electrical Mechanic	15	5
Traveling Maintenance		
Electrical Mechanic Assistant	11	7
Traveling Maintenance		
Welder Mechanic	15	5
Traveling Maintenance		
Welder Mechanic Assistant	12	7
Traveling Maintenance Mechanic	14	5
Traveling Maintenance		
Mechanic Assistant	11	7
Traveling Maintenance Worker	4	11



## APPENDIX A

<u>Job Classification</u>	<u>Labor Grade</u>	<u>Minimum Starting Step</u>
PERRY NUCLEAR POWER PLANT		
Perry Plant Operator	19	5
Perry Plant Attendant	14	4
Radwaste Building Attendant	8	5
Mechanic Grade I	15	5
General Mechanic	14	5
Electrical Mechanic Grade I	15	5
General Electrical Mechanic	14	5
Mechanic Assistant	6	11
Senior Service Mechanic	16	5
Plant Service Mechanic	12	5
Junior Service Mechanic	9	5
Service Mechanic Helper	4	10
Senior Materials Handler	8	3
Materials Handler	5	2
Materials Helper	3	10

APPENDIX A-1											
HOURLY WAGE SCHEDULE											
EFFECTIVE 5-1-2000											
Wage Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
1	14.06	13.84	13.62	13.41	13.19	12.98	12.76	12.54	12.32	12.10	11.89
2	14.28	14.07	13.85	13.63	13.42	13.20	12.99	12.77	12.56	12.33	12.11
3	14.92	14.70	14.48	14.26	14.05	13.83	13.61	13.40	13.18	12.97	12.75
4	15.12	14.91	14.68	14.47	14.25	14.04	13.82	13.60	13.39	13.17	12.96
5	16.04	15.82	15.61	15.39	15.18	14.96	14.74	14.53	14.31	14.09	13.87
6	16.82	16.60	16.39	16.17	15.96	15.74	15.53	15.31	15.09	14.87	14.65
7	17.72	17.51	17.29	17.08	16.86	16.65	16.42	16.20	15.99	15.77	15.56
8	18.52	18.30	18.08	17.87	17.65	17.44	17.21	16.99	16.78	16.56	16.33
9	18.93	18.73	18.52	18.30	18.08	17.87	17.65	17.44	17.21	16.99	16.78
10	19.93	19.73	19.51	19.30	19.08	18.86	18.65	18.43	18.22	17.99	17.78
11	20.21	20.00	19.78	19.56	19.34	19.12	18.91	18.69	18.47	18.26	18.04
12	20.90	20.68	20.47	20.25	20.04	19.82	19.60	19.39	19.17	18.95	18.73
13	21.43	21.22	21.00	20.79	20.57	20.35	20.13	19.91	19.70	19.48	19.27
14	22.04	21.82	21.61	21.39	21.18	20.96	20.75	20.52	20.30	20.09	19.87
15	22.34	22.12	21.91	21.68	21.46	21.25	21.03	20.82	20.60	20.39	20.17
16	23.01	22.79	22.57	22.36	22.14	21.93	21.71	21.49	21.27	21.05	20.84
17	23.50	23.28	23.07	22.84	22.63	22.41	22.19	21.98	21.76	21.55	21.33
18	23.83	23.61	23.40	23.18	22.96	22.75	22.53	22.32	22.10	21.88	21.66
19	24.48	24.26	24.04	23.82	23.60	23.39	23.17	22.95	22.74	22.52	22.31
20	24.83	24.62	24.39	24.18	23.96	23.75	23.53	23.31	23.10	22.88	22.66
21	25.28	25.06	24.84	24.63	24.40	24.19	23.97	23.76	23.54	23.32	23.11
22	25.73	25.53	25.32	25.10	24.89	24.67	24.45	24.24	24.01	23.80	23.58

**APPENDIX A-1  
12 HOUR SHIFT WAGE SCHEDULE  
EFFECTIVE 5-1-2000**

Wage Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
51	14.55	14.34	14.13	13.92	13.71	13.50	13.29	13.06	12.85	12.64	12.43
52	14.77	14.56	14.35	14.14	13.93	13.72	13.51	13.30	13.09	12.86	12.65
53	15.39	15.18	14.96	14.75	14.54	14.33	14.12	13.91	13.70	13.49	13.28
54	15.60	15.38	15.16	14.95	14.74	14.53	14.32	14.11	13.90	13.69	13.48
55	16.49	16.28	16.07	15.86	15.65	15.43	15.22	15.01	14.80	14.58	14.37
56	17.25	17.04	16.83	16.62	16.41	16.20	15.99	15.78	15.57	15.34	15.13
57	18.14	17.93	17.71	17.50	17.29	17.08	16.86	16.65	16.44	16.23	16.02
58	18.91	18.70	18.49	18.28	18.07	17.85	17.63	17.42	17.21	17.00	16.79
59	19.33	19.12	18.91	18.70	18.49	18.28	18.07	17.85	17.63	17.42	17.21
60	20.31	20.09	19.88	19.67	19.46	19.25	19.04	18.83	18.62	18.40	18.19
61	20.57	20.36	20.14	19.93	19.71	19.50	19.29	19.08	18.87	18.66	18.45
62	21.24	21.03	20.82	20.61	20.40	20.18	19.97	19.76	19.55	19.33	19.12
63	21.76	21.55	21.34	21.13	20.92	20.71	20.49	20.27	20.06	19.85	19.64
64	22.35	22.14	21.93	21.72	21.51	21.30	21.09	20.87	20.66	20.45	20.23
65	22.64	22.43	22.22	22.00	21.79	21.58	21.37	21.16	20.95	20.74	20.53
66	23.30	23.09	22.88	22.66	22.45	22.24	22.03	21.81	21.60	21.39	21.18
67	23.78	23.57	23.36	23.14	22.93	22.71	22.50	22.29	22.08	21.87	21.66
68	24.10	23.89	23.68	23.47	23.26	23.05	22.84	22.62	22.41	22.19	21.98
69	24.73	24.52	24.31	24.09	23.88	23.67	23.46	23.25	23.04	22.83	22.61
70	25.08	24.87	24.65	24.44	24.23	24.02	23.81	23.60	23.39	23.18	22.96
71	25.52	25.31	25.09	24.88	24.66	24.45	24.24	24.03	23.82	23.61	23.40
72	25.98	25.77	25.56	25.35	25.13	24.92	24.71	24.50	24.28	24.07	23.86

APPENDIX A-2  
 HOURLY WAGE SCHEDULE  
 EFFECTIVE 5-1-2001

Wage Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
1	14.44	14.22	14.00	13.78	13.56	13.33	13.11	12.88	12.66	12.44	12.22
2	14.68	14.45	14.23	14.01	13.79	13.57	13.34	13.12	12.90	12.67	12.45
3	15.33	15.11	14.88	14.65	14.43	14.21	13.99	13.77	13.55	13.32	13.10
4	15.54	15.32	15.09	14.87	14.64	14.42	14.20	13.98	13.76	13.53	13.31
5	16.48	16.26	16.04	15.82	15.59	15.37	15.15	14.93	14.71	14.47	14.25
6	17.28	17.06	16.84	16.62	16.40	16.17	15.95	15.73	15.51	15.28	15.06
7	18.21	17.99	17.77	17.55	17.32	17.10	16.87	16.65	16.43	16.21	15.98
8	19.02	18.80	18.58	18.36	18.14	17.92	17.68	17.46	17.24	17.02	16.80
9	19.47	19.25	19.02	18.80	18.58	18.36	18.14	17.92	17.68	17.46	17.24
10	20.30	20.07	19.85	19.63	19.41	19.18	18.96	18.74	18.52	18.29	18.06
11	20.77	20.55	20.32	20.10	19.87	19.65	19.43	19.20	18.98	18.76	18.54
12	21.47	21.25	21.03	20.81	20.59	20.37	20.14	19.92	19.70	19.47	19.25
13	22.02	21.80	21.58	21.36	21.14	20.91	20.68	20.46	20.24	20.02	19.80
14	22.65	22.42	22.20	21.98	21.76	21.54	21.32	21.09	20.86	20.64	20.42
15	22.95	22.73	22.51	22.29	22.05	21.83	21.61	21.39	21.17	20.95	20.72
16	23.64	23.42	23.19	22.97	22.75	22.53	22.31	22.09	21.85	21.63	21.41
17	24.15	23.92	23.70	23.47	23.25	23.03	22.80	22.58	22.36	22.14	21.92
18	24.48	24.26	24.04	23.82	23.60	23.37	23.15	22.93	22.71	22.48	22.26
19	25.15	24.93	24.70	24.47	24.25	24.03	23.81	23.59	23.36	23.14	22.92
20	25.52	25.30	25.06	24.84	24.62	24.40	24.18	23.96	23.73	23.51	23.28
21	25.97	25.75	25.53	25.31	25.07	24.85	24.63	24.41	24.19	23.97	23.74
22	26.46	26.24	26.01	25.79	25.57	25.35	25.13	24.91	24.67	24.45	24.23

**APPENDIX A-2  
12 HOUR SHIFT WAGE SCHEDULE  
EFFECTIVE 5-1-2001**

Wage Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
51	14.97	14.75	14.54	14.32	14.10	13.89	13.67	13.44	13.23	13.01	12.79
52	15.20	14.98	14.76	14.55	14.33	14.11	13.90	13.68	13.46	13.24	13.02
53	15.84	15.62	15.39	15.18	14.96	14.74	14.53	14.31	14.09	13.88	13.66
54	16.04	15.83	15.60	15.38	15.17	14.95	14.73	14.52	14.30	14.08	13.87
55	16.96	16.74	16.53	16.31	16.09	15.88	15.66	15.44	15.23	15.00	14.78
56	17.74	17.53	17.31	17.09	16.88	16.66	16.44	16.23	16.01	15.78	15.57
57	18.65	18.44	18.22	18.00	17.79	17.57	17.34	17.13	16.91	16.69	16.48
58	19.45	19.23	19.01	18.80	18.58	18.36	18.14	17.92	17.70	17.49	17.27
59	19.88	19.66	19.45	19.23	19.01	18.80	18.58	18.36	18.14	17.92	17.70
60	20.89	20.66	20.45	20.23	20.01	19.80	19.58	19.36	19.15	18.92	18.70
61	21.15	20.93	20.72	20.50	20.27	20.06	19.84	19.62	19.41	19.19	18.97
62	21.84	21.62	21.41	21.19	20.97	20.76	20.54	20.32	20.11	19.88	19.66
63	22.38	22.16	21.94	21.73	21.51	21.29	21.07	20.85	20.63	20.42	20.20
64	22.99	22.77	22.55	22.34	22.12	21.90	21.69	21.46	21.24	21.03	20.81
65	23.28	23.07	22.85	22.62	22.41	22.19	21.97	21.76	21.54	21.32	21.11
66	23.96	23.74	23.52	23.31	23.09	22.87	22.66	22.43	22.21	22.00	21.78
67	24.45	24.23	24.02	23.79	23.57	23.36	23.14	22.92	22.71	22.49	22.27
68	24.78	24.56	24.35	24.13	23.91	23.70	23.48	23.26	23.05	22.82	22.60
69	25.43	25.21	25.00	24.77	24.55	24.34	24.12	23.90	23.69	23.47	23.25
70	25.79	25.58	25.35	25.13	24.92	24.70	24.48	24.27	24.05	23.83	23.60
71	26.24	26.02	25.80	25.59	25.36	25.14	24.93	24.71	24.49	24.28	24.06
72	26.71	26.49	26.28	26.06	25.84	25.63	25.41	25.19	24.97	24.75	24.53

APPENDIX A-3											
HOURLY WAGE SCHEDULE											
EFFECTIVE 5-1-2002											
Wage											
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
1	14.84	14.61	14.38	14.16	13.93	13.70	13.47	13.23	13.01	12.78	12.55
2	15.08	14.85	14.62	14.40	14.17	13.94	13.71	13.48	13.26	13.02	12.79
3	15.33	15.10	14.87	14.64	14.41	14.18	13.95	13.72	13.49	13.26	13.03
4	15.57	15.34	15.11	14.88	14.65	14.42	14.19	13.96	13.73	13.50	13.27
5	16.93	16.71	16.48	16.25	16.02	15.79	15.57	15.34	15.11	14.87	14.64
6	17.76	17.53	17.30	17.07	16.85	16.62	16.39	16.16	15.94	15.70	15.47
7	18.71	18.48	18.26	18.03	17.80	17.57	17.33	17.11	16.88	16.65	16.42
8	19.55	19.32	19.09	18.86	18.64	18.41	18.17	17.94	17.71	17.49	17.26
9	20.00	19.78	19.55	19.32	19.09	18.86	18.64	18.41	18.17	17.94	17.71
10	21.07	20.83	20.60	20.37	20.14	19.92	19.69	19.46	19.23	18.99	18.77
11	21.34	21.11	20.88	20.65	20.42	20.19	19.96	19.73	19.50	19.28	19.05
12	22.06	21.84	21.61	21.38	21.15	20.93	20.70	20.47	20.24	20.00	19.78
13	22.63	22.40	22.17	21.95	21.72	21.49	21.25	21.02	20.80	20.57	20.34
14	23.27	23.04	22.81	22.59	22.36	22.13	21.90	21.66	21.44	21.21	20.98
15	23.58	23.36	23.13	22.89	22.66	22.43	22.21	21.98	21.75	21.52	21.29
16	24.29	24.06	23.83	23.61	23.38	23.15	22.92	22.68	22.46	22.23	22.00
17	24.81	24.58	24.35	24.11	23.89	23.66	23.43	23.20	22.98	22.75	22.52
18	25.16	24.93	24.70	24.47	24.25	24.02	23.79	23.56	23.33	23.10	22.87
19	25.84	25.61	25.38	25.15	24.92	24.69	24.46	24.23	24.01	23.78	23.55
20	26.22	25.99	25.75	25.53	25.30	25.07	24.84	24.61	24.39	24.16	23.92
21	26.69	26.46	26.23	26.00	25.76	25.54	25.31	25.08	24.85	24.62	24.40
22	27.18	26.96	26.73	26.50	26.27	26.05	25.82	25.59	25.35	25.12	24.90

**APPENDIX A-3  
12 HOUR SHIFT WAGE SCHEDULE  
EFFECTIVE 5-1-2002**

Wage Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
51	15.40	15.17	14.95	14.73	14.51	14.28	14.06	13.83	13.61	13.38	13.16
52	15.63	15.41	15.19	14.96	14.74	14.52	14.29	14.07	13.85	13.62	13.39
53	16.29	16.07	15.83	15.61	15.39	15.16	14.94	14.72	14.50	14.27	14.05
54	16.50	16.28	16.04	15.82	15.60	15.38	15.15	14.93	14.71	14.49	14.26
55	17.44	17.22	17.00	16.78	16.55	16.33	16.11	15.88	15.66	15.43	15.21
56	18.25	18.03	17.80	17.58	17.36	17.14	16.91	16.69	16.47	16.23	16.01
57	19.18	18.96	18.74	18.51	18.29	18.07	17.84	17.61	17.39	17.17	16.95
58	20.00	19.78	19.55	19.33	19.11	18.89	18.65	18.43	18.21	17.98	17.76
59	20.44	20.22	20.00	19.78	19.55	19.33	19.11	18.89	18.65	18.43	18.21
60	21.48	21.25	21.03	20.80	20.58	20.36	20.14	19.91	19.69	19.46	19.23
61	21.75	21.52	21.30	21.08	20.85	20.62	20.40	20.18	19.96	19.73	19.51
62	22.46	22.24	22.01	21.79	21.57	21.34	21.12	20.90	20.68	20.44	20.22
63	23.01	22.79	22.56	22.34	22.12	21.90	21.66	21.44	21.22	20.99	20.77
64	23.63	23.41	23.19	22.97	22.74	22.52	22.30	22.07	21.84	21.62	21.40
65	23.94	23.72	23.50	23.26	23.04	22.82	22.60	22.37	22.15	21.93	21.71
66	24.63	24.41	24.19	23.96	23.74	23.52	23.30	23.06	22.84	22.62	22.39
67	25.14	24.92	24.69	24.46	24.24	24.02	23.79	23.57	23.35	23.13	22.90
68	25.48	25.26	25.03	24.81	24.59	24.37	24.14	23.92	23.70	23.46	23.24
69	26.15	25.92	25.70	25.47	25.25	25.02	24.80	24.58	24.36	24.13	23.91
70	26.52	26.30	26.06	25.84	25.62	25.39	25.17	24.95	24.73	24.50	24.27
71	26.97	26.75	26.53	26.31	26.07	25.85	25.63	25.40	25.18	24.96	24.74
72	27.46	27.24	27.02	26.79	26.57	26.35	26.13	25.90	25.67	25.45	25.22

## APPENDIX B

### APPENDIX B

### SCHEDULES

The following will be used in establishing and implementing schedules as required by the Company:

#### **Section 1. Scheduled Hours**

The days available for scheduling will be Sunday through Saturday.

#### **Section 2. Overtime Pay**

Overtime will be paid at 1.5 times the hourly rate for all hours worked in excess of forty (40) hours per week, except as otherwise provided in Article VII.

#### **Section 3. Excused Absences with Pay**

Vacation, Paid Absence Days, Jury Duty and Excused Days per Article VIII, Section 3 (death in family), will be converted to total hours. Hours used while on other than eight (8)-hour schedule will be charged based on the schedule hours the employee is assigned. Holiday entitlement will remain at eight (8) hours per holiday.

#### **Section 4. Sick Leave**

Sick leave will continue to be charged in hourly increments for the time away from regularly scheduled hours.



**Section 5. 12-Hour Schedules**

With respect to 12-hour schedules, the following principles shall be applicable:

a. The establishment of such schedules shall be considered on a trial basis, from year to year. Either the Company or the Union shall have the option of canceling the 12-hour schedule upon ninety (90) days of written notification, such cancellation to take effect thereafter.

b. Base hourly rates of pay shall be in accordance with the 12-hour schedule wage rate in Appendix A. The rates provided include shift differential and Sunday premium.

c. Article VIII, Section 3.b.1. shall be amended to provide for time off not to exceed twenty-four (24) hours scheduled working hours for Funeral Leave under said paragraph and Article VIII, Section 3.b.2. shall be amended to provide for twelve (12) hours scheduled working hours for Funeral Leave under said paragraph.

d. An employee called for jury service or subpoenaed to appear locally as a witness in court, will be paid in accordance with Article VIII, Section 3.a., except that an employee working the 6:00 p.m. to 6:00 a.m. shift, shall work 6:00 p.m. to 12:00 midnight and be paid his regular straight time rate for the remainder of the shift on the day preceding the day of jury service.

e. An employee absent from work because of paid

## APPENDIX B

funeral leave, paid jury service, or paid because of being subpoenaed to appear locally as a witness in Court, or because of an industrial injury for which he is receiving Workers' Compensation, and the employee would have worked forty-eight (48) hours had he not been required to be absent from work for the above-stated circumstances, the Company will adjust the employee's earning by paying up to four (4) hours wages at the straight time rate to compensate the employee for the overtime earnings he would normally lose by not working the full forty-eight (48) hour week.

f. An employee scheduled off on a holiday and not required to work shall receive pay for eight (8) hours at straight time rate. Further, an employee scheduled to work his regular shift on a holiday will receive eight (8) hours at straight time rate and, in addition, shall be paid at the rate of one and one-half (1 ½) times his straight time hourly rate for the hours actually worked. If the employee is required to work during hours outside of his normal scheduled hours of work on a holiday, he shall be paid twice the straight time hourly rate for all such hours actually worked.

g. A Paid Absence Days shall be granted in accordance with Article X, Section 6 of the agreement. Paid Absence Days will be scheduled in 12-hour increments until the entitlement is exhausted. Personal business hours shall only be granted when paid absence hours and vacation hours have been exhausted.

h. All vacation entitlement will be scheduled in twelve (12) hour increments until entitlement is exhausted.

i. An employee will elect to fill out a twelve (12) hour shift by taking paid absence hours, vacation hours, or personal business hours.

j. Personal business hours will only be granted after the employee has exhausted all vacation hours and paid absence hours.

k. In the event an employee is unable to schedule the last four (4) hours of his vacation entitlement in the calendar year prior to December 1, payment for up to four (4) hours at the employee's regular straight time rate will be included in a pay during the month of December.

l. The first shift of each workday will be 6:00 a.m. to 6:00 p.m. and the second shift will be 6:00 p.m. to 6:00 a.m.

m. For the purpose of computing overtime, the employee's second overtime day off shall be considered his Sunday, except that when a calendar Sunday is one of the scheduled off days, it shall be considered the double rate day. Only one double rate day will be deemed to exist in any calendar week, except in case of a holiday in a given week.

n. For the purpose of computing overtime, the workday shall consist of twelve (12) hours and the workweek of three (3) workdays (36 hours) or four (4) workdays (48 hours).

o. For hours worked outside of the regularly scheduled workweek for which overtime must be paid, the overtime rate of one and one-half (1 ½) times or

## APPENDIX B

double time shall be calculated on the wages set forth in 12-hour wage schedule in Appendix A.

p. For hours worked in schedule, the employee will be paid at the straight time rate for up to forty (40) hours. All hours worked in schedule in excess of forty (40) hours shall be paid at one and one-half (1 ½) times the straight time rate.

q. Trading of off days between employees may be allowed, with the approval of the appropriate supervisor, provided such trade does not create an obligation on the Company to pay overtime.

r. If it becomes necessary to hold an employee over into the next schedule shift, the following will apply: if the employee is scheduled to work the following day, the Company will use its best efforts to release the employee within four (4) hours; if the employee is not scheduled the next day and no one can be reached to replace him, he can be held over up to twelve (12) hours.

s. When the absence of an employee requires that others perform his work, the Company may elect to utilize the on-schedule relief operators to perform the absent employee's work.

t. Sick pay shall be computed on the basis of eight (8) hours per day as referenced in the agreement. For 12-hour schedules, sick pay is converted to hours and paid accordingly.

u. It is the intent in establishing a 12-hour schedule that such shall be cost neutral, with neither party gaining or losing regarding costs and wages.

APPENDIX C

**COMPANY POSITION ON USE OR  
POSSESSION OF ALCOHOL AND DRUGS**

- The illegal use, sale, or possession of narcotics, drugs or controlled substances while on the job, or on Company property is a dischargeable offense.
- Off-the-job illegal drug use that could adversely affect job performance, or jeopardize the safety of other employees, the public, or Company equipment is proper cause for disciplinary action up to and including termination of employment.
- Employees arrested and convicted in off-the-job drug activity shall be in violation of this Policy.
- The use of prescribed controlled substances while undergoing medical treatment is not a violation of this Policy. However, use of drugs that may alter an individual's physical or mental ability may make it necessary to change an employee's job assignment while the employee is undergoing treatment. Employees undergoing prescribed medical treatment with a controlled substance are solely responsible to report their treatment to their supervisor, who will forward the information to the local human resources representative for retention. If assistance is needed to determine an employee's ability to work, the local human resources representative will consult the Company Medical Office in the Industrial Relations Department.
- Use or possession of alcoholic beverages while on the

## APPENDIX C

job is prohibited. Employees in violation of this rule shall be subject to disciplinary action, up to and including termination.

· An employee whose job performance indicates that he or she is unfit for duty shall not be permitted to work until investigation into the cause has been completed. The Company reserves the discretion to require a medical examination by its doctor, including recognized diagnostic tests as part of the investigation. If use of unauthorized drugs or alcohol is substantiated, disciplinary action will be imposed up to and including termination of employment.

· As in the past, employees seeking assistance with personal, alcohol, or drug problems are encouraged to contact the Employee Assistance Program (EAP). The EAP for all employees is Human Affairs International at 1-800-424-4615. Employees voluntarily using the services of the Employee Assistance Program may do so without jeopardizing their continued employment with the Company.

## **AGREEMENT**

### **MILITARY LEAVE OF ABSENCE**

This agreement is made and entered into by and between The Cleveland Electric Illuminating Company, hereinafter called the "Company," and the Utility Workers Union of America, affiliated with the AFL-CIO, on behalf of Local Union No. 270, hereinafter called the "Union."

For and in consideration of the mutual promises and agreements hereinafter set forth, it is agreed that the following rights, duties and benefits shall be granted to all employees who qualify hereunder and who leave the service of the Company for the purpose of entering on active duty with the Armed Forces of the Union States for service and training.

#### **ARTICLE I**

##### **Leaves of Absence**

A leave of absence will be granted to all regular or probationary employees, commencing with the date the employee leaves the Company for active duty in the Armed Forces of the United States for service and training, and ending as follows:

(a) If the employee enlists for active duty on or after May 1, 2000, not later than ninety (90) days after either the termination date of the first such enlistment or release prior to such termination date, whichever is earlier.

(b) If the employee enters service after May 1, 2000, in response to a call or order to active duty, ninety (90) days after he is relieved from active duty.

(c) If the employee is compelled by law to extend this period of active duty beyond the period specified in (a) or (b) above, whichever is applicable, ninety (90) days after the earliest date released from active duty can be obtained.

(d) If the employee is hospitalized on the date of release from active duty, ninety (90) days after release from such hospitalization, but in no event later than one year and ninety (90) days after the date of release from active duty.

## **ARTICLE II**

### **Re-employment and Seniority Rights**

#### **Section 1 - Re-employment**

An employee returning from a military leave of absence will be reinstated in the employee's former position providing the employee meets all of the following requirements:

(a) Applies to the Company before the employee's military leave expires;

(b) Has received a certificate of satisfactory military service;



(c) Is able and qualified to perform the duties of the employee's former job; and

(d) Has not accepted other employment since the date of release from active duty.

## **Section 2.**

The seniority of all employees returning to the Company from military leave of absence will be cumulative.

## **ARTICLE III**

### **Promotions**

When a veteran returns to work, the veteran will be restored to the veteran's former job classification, provided the veteran meets the qualifications set forth in Article II, above. In the event that one or more employees who had less job classification seniority, or who were in lower classifications in the same line of promotion, were promoted to classifications above that which the veteran left, the following principles will govern:

(1) The veteran will be given training to qualify him for each higher classification in the line of promotion to which employees of lesser job classification seniority were promoted due to his absence. It is understood that the training period for each such promotion shall not exceed the time qualifications set forth in the job specification for each higher classification.

(2) If the veteran becomes qualified for promotion during the training period, and if no vacancy exists, one will be created in each such classification above the one to which the veteran returns. The employee reduced will be the one who was last promoted into such classification and who had less job classification seniority than the veteran, or who was in a lower classification in the same line of promotion.

(3) The veteran will be promoted to each such classification when the veteran is qualified. It is understood that any obligation to the veteran arising under this section will be terminated when the veteran has failed to qualify during the training period established in (1) above for any higher classification.

(4) Upon the first and subsequent promotions resulting from the application of these principles, the veteran will be given a job classification seniority position ahead of any employees who had lesser job classification seniority at the time the veteran left for military service.

It is the intent of the Company and the Union to protect to the fullest extent required by law the rights of those employees who serve our country in the military. In the event that cases involving hardship or inequity result from the application of these principles, such cases may be discussed by the President of the Union and the Manager of Union Relations. If no agreement is reached, such cases may be subject to the grievance procedure.

## **ARTICLE IV**

### **Benefits**

#### **Section 1 - Vacations**

"Vacation year" as used herein shall be:

(1) For employees with less than three (3) years of continuous service, the anniversary year.

(2) For employees with three (3) or more years of continuous service, the calendar year.

An employee who leaves for military service and who has not taken his earned vacation at date of leaving will receive vacation pay in lieu of such vacation. The employee will also receive a vacation allowance proportionate to the number of months worked since the end of the vacation year prior to the date of exit.

If such an employee returns to work from a military leave, the employee will receive a full vacation with pay during the balance of the vacation year in which he returns, according to the provisions of Article XI, Section 1, of the Company-Union Agreement, except that:

(1) If the employee returns during the same vacation year in which the employee left, the employee shall receive no vacation during the balance of such year. During the following vacation year, the employee shall receive a full vacation, less the time corresponding in amount to the proportionate vacation pay the employee received at time of leaving.

(2) If the employee returns during the vacation year after the one in which the employee left, the employee shall receive a full vacation, less the time corresponding in amount to the proportionate vacation pay the employee received at time of leaving.

If such an employee returns near the end of the vacation year, the employee shall be entitled to that portion of his vacation due that year which the employee can take prior to the end of the vacation year.

### **Section 2 - Special Military Allowance**

When an employee goes on military leave of absence, for a period of more than twelve (12) months, the employee shall receive, at the regular rate of pay, an amount equal to five (5) hours' pay for each month of continuous service, but not to exceed eighty (80) such hours in addition to any vacation pay to which the employee may be entitled.

### **Section 3 - Time of Payment**

The benefits set forth in Sections 1 and 2 above applying to employees granted military leaves of absence will be paid as follows:

(1) Earned vacation, if not taken - when the employee leaves the Company, as part of the last pay.

(2) Accumulated vacation pay and special military allowance -when the employee notifies the Company by mail that the employee has been accepted into the Armed Forces of the United States for active service and training.

## **Section 4 - Progression Step Increases**

An employee who (1) had regular status when the employee went on military leave of absence, and (2) returns to the same job classification from which the employee entered military service, shall be placed in the progression step of the rate range for the job which the employee would have reached had the employee remained in active employment.

## **ARTICLE V**

### **Term and Renewal**

This agreement shall become effective May 1, 2000, and will remain in full force and effect until April 30, 2003, and will continue in full force and effect from year to year thereafter unless either the Company or the Union, as hereinafter provided, notifies the other in writing of its desire to terminate the agreement or to amend or change any of the provisions thereof.

If either of the parties desires to change any section or sections of this agreement, it will notify the other party in writing of the desired changes at least seventy-five (75) days but not more than ninety (90) days prior to April 30, 2003, or any subsequent expiration date. If such notice is given by either party, the agreement will be opened for consideration of the change or changes proposed. When the agreement has been opened, the other party shall have a maximum period of fifteen (15) days in which to submit any proposed changes which it may desire. Within fifteen

(15) days from the date the first notice of changes is given by either party to the other, conferences will commence for the purpose of considering the proposed changes.

IN WITNESS WHEREOF, the parties hereto have, by their officers duly authorized in the premises, executed this agreement effective 22nd day of May 2000.

For the Union

Robert J. Chet

Robert N. Fronck

Philip D. Bliss

Donald Robinson

Daniel J. White

Richard P. Wilcox

Larry R. Myers

Barbara J. Pulley

Kevin M. Dirling

Andrew B. Clark

For the Company

John A. Gill

H. Douglas Jahn

*make*  
**SAFETY**  
*a way of life*