

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

(A.F.L.-C.I.O)

Local Union 1413

2007 – 2010 Agreement

## **AGREEMENT**

This AGREEMENT made and entered into this 6th day of September, 2007, by and between FirstEnergy Generation Corp. (FEGCO) and FirstEnergy Nuclear Operating Company (FENOC), collectively referred to as the "Company," and LOCAL UNION NO. 1413 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, hereinafter referred to as the "Union," acting for itself and as bargaining agent for all employees of the Company hereinafter mentioned;

### **WITNESSETH:**

The parties hereto, in recognition of the mutual obligations and responsibilities for a successful operation, and in consideration of the mutual benefits to be derived from collective bargaining and for the purposes of serving the public better and of securing closer cooperation among and between the Company and the employees and of eliminating strikes, lockouts, and other work stoppages, and in consideration of the promises, obligations, and undertakings of each party, as herein contained, agree as follows:

### **ARTICLE 1**

#### **UNION RECOGNITION**

##### **1.1 SCOPE OF UNION**

- A. The Union, on presentation of satisfactory proof to the Company that the Union's members constitute more than a majority of the employees who are described below and who constitute the bargaining unit, is recognized as the sole collective bargaining agent of the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment arising under this Agreement. In accordance therewith, the Company has recognized the Union, has engaged in collective bargaining with the Union in which the Union had the unlimited opportunity to make proposals with respect to all proper subjects of collective bargaining, has reached agreements with the Union on

the terms and conditions stated herein for the term of this Agreement, and has otherwise fulfilled its negotiation duties and obligations.

- B. The term "employee" shall mean only those persons employed by the Company in its Industrial Security Division in the job classifications described herein, which positions are the bargaining unit positions, and the bargaining unit shall be composed of only such persons. The term "employee" shall not include confidential personnel, managerial personnel, salaried personnel, supervisory personnel, any persons covered by other collective bargaining agreements, any persons excluded herein or by law, and all other persons.
- C. The IBEW constitution and Federal Law prohibits Unions from disciplining members for exercising the freedom of speech and does not require a Union member to ignore and not report factual observances if such reporting is a duty or part of their responsibility.

## 1.2 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 1413, 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 1413 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 11 or 2) The receipt of severance benefits as specified under The Company's Severance Benefits Plan.

## **ARTICLE 2**

### **TERMS OF AGREEMENT**

#### **2.1 TERMS OF AGREEMENT**

This Agreement shall take effect as of **September 10<sup>th</sup>, 2007** and shall continue in effect until 12:00 midnight, **September 9<sup>th</sup>, 2010**, and shall continue in effect thereafter from year to year, subject to termination or modification as hereinafter provided.

#### **2.2 NOTICE TO AMEND OR TERMINATE**

- A. Should either party desire to terminate this Agreement or modify any of its provisions on the termination date, such party shall give the other party at least sixty (60) days' written notice, prior to such termination date, of its desire to terminate this Agreement or modify its provisions. If said notice is of a desire to modify, it shall specify the desired modifications. If no agreement shall have been reached within thirty (30)

days after such notice, the party desiring such termination or modification shall give all notices to the mediation and conciliation services required by law.

- B. If notice is given of desire to terminate this Agreement or modify any of its provisions on the termination date, the Agreement shall continue in effect until 12:00 midnight, November 30 following the termination date.

### **ARTICLE 3**

#### **NO STRIKES OR LOCKOUTS**

##### **3.1 NO STRIKES OR LOCKOUTS**

During the term of this Agreement, there shall be no strike, sympathetic or otherwise, walkout, slowdown or work stoppage of any nature by the Union or employees. The foregoing also includes, but is not limited to, reporting for work and working at any location at which any of such acts, picketing and related activities, or any interference of any type whether by persons employed by the Company or by others, or otherwise, either occur or might occur. During the term of this Agreement, there shall be no lockout by the Company.

##### **3.2 UNAUTHORIZED STRIKE**

- A. In the event of any action by the employees in violation of Section 1 of this Article 3 (No Strikes or Lockouts), the Union shall, upon receiving notice thereof, order its members to return to work, take immediate affirmative actions to accomplish the same, and immediately address a letter to the Company notifying the Company that such action was unauthorized by the Union.
- B. The Company shall be entitled to discipline, including discharge, employees

responsible for any violation of Section 1 of this Article 3 (No Strikes or Lockouts), subject to Article 6 (Grievance Procedure).

- C. No steward shall have any right to take action, directly or indirectly, in violation of Article 3 (No Strikes or Lockouts); in such event, such steward shall be subject to disciplinary action, including discharge. A steward shall also have the duty to take immediate affirmative actions to deter any such violations of Article 3 (No Strikes or Lockouts).

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

#### **4.1 MANAGEMENT RIGHTS**

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 supercede 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.

The Company reserves the right to suspend, discharge or discipline for just cause, and to promote, demote or transfer employees, provided, however, that promotions, demotions, transfers and disciplinary matters including suspensions and discharges shall be subject to the Grievance and Arbitration Procedure.

## **ARTICLE 5**

### **UNION SECURITY**

#### **5.1 UNION MEMBERSHIP**

All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment. All present employees who are not now members of the Union and all employees who are hired hereafter, excepting those employees covered in Section 5.2 of this Article, shall become and remain members in good standing of the Union as a condition of employment on and after the thirtieth (30th) working day they actually worked following the beginning of their employment or on and after the thirtieth (30th) day they actually worked following the effective date of this Agreement, whichever is the later. The failure of any employee to become a member of the Union at such required times shall obligate the Company, upon written notice from the Union to such effect and to the further effect that Union membership was available to such employee on the same terms and conditions generally available to other members, to forthwith discharge such employee; the failure of any employee to maintain his Union membership in good standing as required herein shall, upon written notice to the Company by the Union to such effect, obligate the Company to discharge such employee. For purposes of this Agreement, an employee will be considered to be a member in good standing of the Union upon either the payment of initiation fees and monthly dues uniformly required or the proper offers of the same. The Union shall indemnify the Company against all claims made against it by reason of any discharge under these provisions. The foregoing shall be applied in accordance with applicable law.

## 5.2 STATUS OF COLLEGE OR UNIVERSITY STUDENTS

College or university students employed during the summer months for a period of not more than sixteen (16) weeks per summer season are not covered by this Article 5.

## 5.3 UNION REPRESENTATION

The Company will permit the Union to designate a steward of the employees at each of the specifically named locations in Section 9.1 of Article 9 (Assigned Work Areas) and also at other locations where the numbers of employees working at such locations so warrant at the particular times, as determined between the Union and the Company. In the absence of any such steward, another employee may so serve as the steward at such locations. The Company will not recognize any such employee as a steward unless the Union shall have first (1st) notified the Company in writing of the employee holding such position. The Union shall also promptly notify the Company in writing of any changes of the employee holding such position.

## 5.4 DUES CHECKOFF

In accordance with applicable law and with an employee's signed voluntary authorization, the Company will deduct, in the amounts designated by the Union's Financial Secretary, from the wages of such an employee, the initiation fees and monthly dues uniformly required. The Union shall be responsible for securing such a legal authorization from each such employee. Said deductions and a check off list setting forth the names and the amounts of the deductions will be forwarded to the Union's Financial Secretary, and the Union's Financial Secretary will promptly issue a receipt to the Company for said deductions. The Union shall indemnify the Company against all claims made against it by

reason of this provision.

## 5.5 COPE AND UNITED WAY DEDUCTIONS

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 the Union Officer designated by the Union at that time.

The Company will not be required to make the authorized payroll deduction outlined in Article 5.4 if the employee is on half-pay sick leave or casualty under the Accident Compensation injury pay provisions of this Agreement only if the entire pay period is spent on half-pay or casualty.

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.

## 5.6 BULLETIN BOARDS

The Union will be allocated space on a Company bulletin board at each of the specifically named locations in Section 9.1 of Article 9 (Assigned Work Areas) and also at other locations where the numbers of employees working at such locations so warrant at the particular times, as determined between the Union and the Company. The use of such space shall be limited to notices of meetings and other official business of the Union, as shall be first (1st) approved by local supervision. Such approval shall not be unreasonably withheld.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

#### **6.1 PROCEDURE FOR ADJUSTING GRIEVANCES**

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 herein it shall pertain to working days only.

Step 1. The grievance shall be normally adjusted by direct contact between the employee, and his Union representative, with his immediate supervisor. If the grievance is not settled to the mutual satisfaction of the parties within five (5) days after its presentation to the employee's immediate supervisor, then;

Step 2. The grievance shall be reduced to writing, signed by the party or parties affected, and presented, within ten (10) days after the event giving rise to the grievance becomes known to the party or parties affected, to the supervisor of the employee or employees affected who shall then arrange for a meeting between such appropriate Company representatives, as determined by the Company, and the Union's representatives, to be held within ten (10) days after receipt of the written grievance.

The Company will endeavor to answer grievances at Step 2 within ten (10) days of the hearing.

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

Any meeting to be held in connection with Step 2 shall be so arranged that there will be no time lost by any employee from his scheduled work. However, the Company will pay not more than one (1) representative from the Union and the aggrieved party or where the

grievance involves more than one (1) representative from the Union and the aggrieved party or where the grievance involves more than one (1) person only one (1) such person 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 while so engaged.

## 6.2 ARBITRATION

In the event of failure to satisfactorily adjust and settle any grievance as above defined according to the foregoing procedure, then either party may submit same to arbitration in the following manner:

A written request for arbitration shall be served on the other party within twenty-five (25) days after the decision in Step 2 above. Within ten (10) days, exclusive of Saturdays, Sundays, and Holidays, after service of written notice, The request to Arbitrate will be confirmed in writing to the moving party.

The parties may choose to meet in an attempt to resolve the grievance. If the grievance remains unresolved, then the parties shall select a neutral arbitrator able and willing to hear the grievance. The neutral arbitrator shall render a decision upon the question or questions submitted and shall prepare written findings, which shall be binding upon both parties to the Agreement. The neutral arbitrator shall be selected as follows:

- (a) A list of seven (7) qualified neutral arbitrators will be obtained from the Federal Mediation and Conciliation Service or the American Arbitration Association and provided to each arbitrator. Within ten (10) days of the receipt of such list, the parties shall confer and attempt to designate a mutually acceptable person to serve as the neutral arbitrator.
- (b) In any case where the designated neutral arbitrator declines to serve, for any

reason, the parties will choose another neutral arbitrator in accordance with the paragraph under which the previous neutral arbitrator was originally appointed.

- (c) Each party to the agreement shall bear the expense of its own representatives at the arbitration hearing and the expense of the neutral arbitrator shall be shared equally by both parties hereto.
- (d) No arbitrator 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.
- (e) Unless otherwise agreed upon before or at the time of the hearing, the arbitrator shall render his/her decision within thirty (30) days, excluding Saturdays, Sundays, and Holidays, following the hearing or following receipt of the briefs or expiration of the time limit for submission of such briefs, whichever is later.

### 6.3 MATTERS OF MUTUAL CONCERN

Whenever the Union wishes to discuss matters of general mutual concern to the Union and the Company such as contract interpretations, general labor practices and the creation of new jobs and their evaluation, under circumstances not constituting a grievance, the Collective Bargaining Committee of the Union may apply in writing directly to the appropriate supervisor. If the Company wishes a meeting with the Collective Bargaining Committee of the Union, on such matters under this clause, it likewise may apply in writing for such meeting directly to the Secretary of the Local involved. The party or parties so requested shall set the time and place of the meeting within five (5) days after receiving said request, and the meeting shall be set for a date not later than ten (10) days after such

request. Such written request shall include a statement of the subject or subjects to be discussed. Meetings desired under this section will be arranged with as little delay as possible. When the above meetings are called by the Company, the Company will designate the number of employees who will be paid by the Company to be present at the meeting, for all time lost from their scheduled work period while attending such meeting. The Union reserves the right to bring additional employees; it is understood that the Company will not pay for any time lost for these additional employees.

## **ARTICLE 7**

### **SENIORITY**

#### **7.1 START OF SENIORITY**

An employee will obtain seniority in accordance with Article 5 (Union Security) of this Agreement. Seniority shall be defined as follows:

##### **A. PROBATIONARY EMPLOYEE**

A new employee shall be employed on a probationary basis for twelve- (12) calendar months and he may be discharged without further recourse during said period. After the satisfactory completion of the probationary period, the employee shall be placed on the regular seniority list, and his seniority date shall then be his date of hire.

Notwithstanding the above, it is understood that if part-time employees are hired as full-time employees, they must serve a nine (9) month probationary period. Seniority for part-time employees will be in accordance with APPENDIX B (b), Utilization of Part-Time Employees Represented by Local 1413.

##### **B. JOB SENIORITY**

Job seniority is defined as the length of time worked, retained and/or accumulated in a particular job classification.

C. DEPARTMENTAL SENIORITY

Departmental seniority is defined as the actual or computed length of time worked, retained and/or accumulated in the Industrial Security Division.

D. COMPANY SENIORITY

Company seniority, as referred to in this Article only, is defined as the actual or computed length of time in the employment of the Company.

7.2 APPLICATION OF SENIORITY

When applying the provisions of this Article where two (2) or more employees have equal job seniority, departmental seniority shall prevail; in case of equal departmental seniority, Company seniority shall govern.

7.3 DISCONTINUATION OF SENIORITY

An employee's seniority shall be discontinued for any of the following reasons:

- (a) If the employee quits for any reason;
- (b) If the employee is discharged for just cause;
- (c) If the employee fails to report for work for three (3) working days without providing the Company with an acceptable reason during such period;
- (d) If the employee fails to report for work within five (5) working days after having received a notice sent by registered mail, return receipt requested, to his last reported address to return from layoff; or
- (e) If the employee is on a continuous layoff either for a period of time equal in length to his seniority at the time such layoff began or for three (3) years,

whichever is lesser.

#### 7.4 SENIORITY OF EMPLOYEES RETURNING FROM MILITARY

Military leave of absences will be in accordance with the Company's Benefits Handbook. During this period of military leave the employee's seniority will continue to accrue.

#### 7.5 SHIFT AND LOCATION PREFERENCES

- A. The Company will take into consideration the written requests of the employees, on a seniority basis, as to shift and location preferences, but the Company reserves its rights to assign any employee or employees to any shift or shifts or location on either a permanent, temporary, or rotating basis. Employees who have their shift and/or location assignment changed will be notified as to the reason and approximate duration of such reassignment. It is recognized that there must be employees with abilities and qualifications on each shift on which the Company has determined that employees are required in order to maintain satisfactorily the Company's operation.
- B. A shift preference list will be posted three (3) times per year.

#### 7.6 SENIORITY LIST

A job seniority list will be revised and submitted to the union annually for review and comments.

### **ARTICLE 8**

#### **PROMOTION & TRANSFER**

## 8.1 FILLING VACANCIES

For promotional purposes, except as provided herein, seniority shall govern in adding to working forces and in making promotions, subject to sufficient qualifications on the part of the respective employees. Depending upon the circumstances, as determined by the Company, the employee may or may not be required to perform the available work immediately. If the employee is not required to perform the available work immediately, he will be given a reasonable period to learn to perform satisfactorily; if he fails to do so, he will be returned to his former job classification either during such period or at the conclusion of such period. If an employee has the opportunity either to accept or refuse a promotion on a permanent opening and refuses such promotions, the employee accepting such promotion shall permanently bypass the employee who so refused to promote, for all future promotional opportunities.

## 8.2 VOLUNTARY DEMOTION

An employee holding a higher job and having greater departmental seniority than other employees who would normally be promoted to a vacant lower position within the department, may, at his written request, be demoted to such lower job if he is qualified to perform the lower vacant position. If the employee has previously held such position, his adjusted job seniority shall reflect that of his departmental seniority. Any employee, who voluntarily demotes, shall not be considered for promotional purposes for two (2) years from the effective date of the demotion.

## 8.3 TRANSFER OUTSIDE BARGAINING UNIT

If an employee is promoted to a non-bargaining unit position, he shall continue to

accumulate seniority for a period of up to six (6) months. If such employee elects to return or is returned to the bargaining unit during such period, he shall return to the job from which he was promoted, in accordance with his seniority, provided he still has the abilities and qualifications to do the job. Prior to the expiration of such period, such employee will notify the Company and the Union, in writing, of his intention of whether or not to return to the bargaining unit.

#### 8.4 TRANSFER TO A BARGAINING UNIT OUTSIDE OF LOCAL 1413

If an employee is awarded a job in a bargaining unit other than Local 1413, he/she will relinquish all seniority or recall rights under this Collective Bargaining Agreement.

#### 8.5 JOB EXCHANGE

Employees may exchange jobs of the same classification on the same shift or shifts on the same job classification, within the same workweek, provided both are qualified and agreeable to the exchange. Such exchanges shall only be made with the approval of the Supervisor and shall not result in additional cost to the Company.

#### 8.6 UPGRADING

If an employee is upgraded in a given job classification covered by this Agreement higher than that in which he is regularly assigned for more than one thousand and forty (1040) straight-time hours in a given calendar year, excluding time upgraded for sickness relief, he shall be promoted to such higher job classification, subject to the seniority provisions of this Agreement.

## **ARTICLE 9**

### **ASSIGNMENT**

#### **9.1 ASSIGNED WORK AREAS**

Employees will continue to be assigned during the term of this Agreement to the Davis-Besse Nuclear Power Station Unit I. RFD #1 Oak Harbor, Ohio and the Bay Shore Power Station, 4701 Bay Shore Rd., Oregon, Ohio; except as expressly and specifically provided herein to the contrary, nothing herein shall be construed as requiring the Company to change its present practices in assigning work or as placing any limitation upon the Company's rights to make work assignments.

#### **9.2 JOB DUTIES**

Hourly wage rates, job classifications, and job descriptions will not be interpreted to limit assignments of work to just those particular duties listed. Rather, a sufficient number of duties are listed to indicate the character and grade of the work and the variety of duties and to distinguish clearly each grade from other grades. The listed duties are not to be construed as a complete list of the many duties of similar or less skilled nature normally to be performed under a job title; or temporarily to be performed outside an employee's normal line of work in order to fulfill the Company's overall work requirements, to keep employees productively and usefully engaged or for other proper reasons, nor are they to be construed as including all of the principal duties. The list of duties is comprehensive enough so that work is properly classified and the proper rate of pay determined thereof.

#### **9.3 JOB SPECIFICATION CHANGES**

- A. The Company may from time to time, find it necessary or desirable to make changes in equipment, operations, the organization of work or the duties or qualifications required for any job and expressly reserves such rights. Such changes may or may not require revision of the job description. In cases where such revision is necessary, the Company will furnish to the Union copies of such revised descriptions and will discuss them with the Union if so requested. The Company will negotiate with the Union the proper wage rate ranges for any newly created job classification or for existing job descriptions with revised specifications.
- B. Copies of job specifications have been and will continue to be made available to the Union.

#### 9.4 SUB-DEPARTMENT HEADQUARTERS

An employee shall report at the beginning of each regularly scheduled workday at the duty location designated by the Company. An employee's basic workday shall begin and end at such place. For employees presently working within the protected area at Davis-Besse, the Personnel Processing Facility shall serve as the duty location.

#### 9.5 WORK FORCE LEVELS

Hourly wage rates, job classifications, and job descriptions will not be interpreted to commit the Company to maintain any particular number or quota of employees, if any, at any hourly wage rate or to keep any job classification or job description, or any job, occupied at any time.

#### 9.6 CONTRACTING WORK

Under conditions within its control, the Company will not contract out work at Davis-Besse and Bay Shore that is normally performed by its employees if such work results in layoff of employees covered under this Agreement. This will not prevent the Company from utilizing contractors for work that is short in duration.

## **ARTICLE 10**

### **HOURS OF WORK**

#### **10.1 WORKDAY**

The basic workday shall normally consist of eight (8), ten (10) or twelve (12) consecutive hours, including a thirty- (30) minute lunch period, all of which shall be worked. Employees shall remain on the job in their work area said full eight (8) hour, ten (10) or twelve (12) hour period, including said lunch period, but will be permitted to eat their lunch on the job in such a thirty (30) minute lunch period to be taken so as not to interrupt or interfere with the performance of their work.

#### **10.2 WORK WEEK**

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

The workweek shall consist of seven (7) consecutive calendar days. For the purpose of timekeeping a basic workweek shall begin and end with the first regularly scheduled shift on Monday morning.

For the purpose of computing overtime, the workweek shall consist of five (5) workdays (40

hours), when working an eight (8) hour schedule and four (4) workdays (40 hours) when working a ten (10) hour schedule. There shall normally be two (2) consecutive regularly scheduled days off during the workweek.

As an exception to the foregoing, the Company may, in its discretion, establish a twelve- (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 represented by IBEW Local 1413.

If the regular working hours of the Department or employee therein currently in effect are to be changed at any time by the Company, it is agreed that such change shall be discussed with the Union and announced prior to the change.

The Company's pay period covers one standard workweek. Payment shall be through direct deposit only, in accordance with the Company's Direct Deposit Program.

### 10.3 CHANGING REGULAR WORK HOURS

Each employee will be assigned to a regular schedule.

When it becomes necessary to change schedules or hours of work, the Company will notify the affected employee(s) of the new schedule at least thirty-six (36) hours prior to the effective change.

Notice of less than thirty-six (36) hours shall be considered a callout.

### 10.4 REPORTING ABSENCE

If an employee is unable to report for work, he shall so notify the designated representative of the Company at the earliest time prior to the time he is expected to report for work, but no later than two (2) hours prior to such time. At the time of giving such notification, an employee shall also give an estimate of the duration of the expected length of his absence resulting from his inability to report for work.

## 10.5 RETURN TO WORK

If an employee is going to return to work from an absence from regularly scheduled work, he shall notify the designated representative of the Company at least ten (10) hours prior to the time he is able to return to work.

## 10.6 NO GUARANTEE OF HOURS OF WORK

No provisions of this Article 10 (Hours of Work) and no other provisions of this Agreement shall be construed as a guarantee to any employee of any number of hours of work or pay, except to the extent expressly and specifically provided to the contrary in Section 12.4 of Article 12 (Reporting Pay).

# **ARTICLE 11**

## **LAYOFF**

### 11.1 RECALL RIGHTS

An employee who is laid off shall retain seniority rights equal to his company service, up to a maximum of two (2) years, and after the expiration of such period of time all his seniority rights shall cease to exist.

### 11.2 SENIORITY DURING LAYOFF

In the event of either a layoff or a recall from layoff, departmental seniority will prevail if the abilities and qualifications of the employees are determined by the Company to be relatively equal for the available work. In either such a layoff or a recall, the employee must be able and qualified to perform the available work immediately.

### 11.3 NOTICE OF LAYOFF

When a layoff is expected to exceed seven (7) days, a notice of the layoff will be posted at least forty-eight (48) hours in advance of the layoff, except in case of an unforeseen event, in which case the Company shall immediately contact the Union and explain the details of the unforeseen event. This section shall not apply to employees covered under Section 7.1A of Article 7 and part-time employees.

### 11.4 EMPLOYEE ADDRESS AND PHONE NUMBER

Each employee shall furnish the Company with his mailing address and a telephone number at which he can be reached and shall promptly furnish a similar notice of any changes in the mailing address or telephone number. Such mailing address or telephone number may be used by the Company in giving any notice to the employee which may be required under this Agreement.

## **ARTICLE 12**

### **WAGES**

#### 12.1 WAGE SCHEDULE

Hourly wage rates for employees covered by this Agreement are as set forth in

Appendix A, which is attached hereto and hereby made a part of this agreement. Appendix A-1 shall become effective September 10, 2007 and shall continue in effect until September 9, 2008; the wages set forth in Appendix A-2 shall become effective September 10, 2008 and shall continue in effect until September 9, 2009; the wages set forth in Appendix-3 shall become effective September 10, 2009 and shall continue in effect until September 9, 2010 and shall continue in effect from year to year provided either party may notify the other party of a desire to terminate or modify the Agreement in accord with Article 2 of this Agreement.

## 12.2 WAGE DIFFERENTIAL

When there are step increases shown in Appendix A, the time intervals are minimum times only and mean only that an affected employee's total record will be reviewed upon the completion of the appropriate time interval. If the employee's review is satisfactory, he will receive the step increase as shown on Appendix A effective the beginning of the following pay period. (The time interval for the next review will also begin with such date.) If the employee's review is not satisfactory, he will not receive such step increase, but the Company will explain the reasons for the same to him, and, if such employee is not satisfied with such reasons, he may then file a grievance under Article 6 (Grievance Procedure).

## 12.3 TEMPORARY ASSIGNMENT WAGES

An employee who is temporarily placed in a higher-rated job classification will be paid the higher-rated job classification rate for all hours worked in such higher classification. An employee who is temporarily placed in a lower-rated job classification will continue to receive his higher pay based upon his regular job classification.

#### 12.4 REPORTING PAY

An employee who reports for work as scheduled without having been notified not to report and who does so report able and willing to work will receive four (4) hours' work or pay at his applicable classified straight-time rate. This provision will not apply either during emergencies, or during other situations beyond the Company's control, or when the employee was absent on his last preceding workday and has not reported his availability for work prior to the end of his normally scheduled shift on his last preceding workday.

#### 12.5 ALERT STATUS WAGES

In the event an off-duty employee is placed on Alert Status by the Company, that employee shall be paid three dollars and fifty cents (\$3.50) for each full hour he is required to remain on said status. When an employee is placed on Alert Status, he shall provide the Company with a telephone number where he may be reached and will be required to report to the station within one hour of notification to so report.

#### 12.6 PAY FOR UNION NEGOTIATING

The Company will pay a maximum of three (3) members of the Union Negotiating Committee at the applicable straight-time rate of pay for their regularly scheduled time lost while attending contract negotiation meetings up to a maximum of twelve (12) working days (96 hours).

## **ARTICLE 13**

### **SHIFT PREMIUM AND OVERTIME**

#### **13.1 SHIFT PREMIUM / SUNDAY PREMIUM**

- A. In the following situations, employees shall be paid, in addition to the applicable classified straight-time rate, a shift premium for work performed on a regularly scheduled shifts, on a department basis, as stated below:
- B. Effective September 10, 2007 a shift premium of one dollar and ten cents (\$1.10) will be paid for hours worked on regular schedules starting after 12:59 p.m. and before 5:00 a.m.
- C. Effective September 10, 2007 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, but no other premiums will be paid.
- D. For purposes of this Section, shift premium will not be paid unless the employee actually works the shift.

#### **13.2 OVERTIME RULES**

Overtime work shall be equitably distributed among qualified employees insofar as is reasonably possible. The Company reserves the right to require any employee to participate in overtime work.

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 promptly.

#### **13.3 CALLOUTS**

A “callout” is time worked in compliance with a notice given to an employee outside

of his scheduled working hours requiring him to work outside of his regular schedule. An employee called out shall be paid from the time he reports for such callout work until either (1) the completion of the callout work or, (2) the starting time of his next regular scheduled period of work, whichever is earlier; provided however, that he shall be paid for a minimum of two (2) hours of callout time, except when he reports for a callout less than two (2) hours immediately preceding the starting time of his next regularly scheduled period of work in which event he shall be paid from the time he reports up to his regular starting time, but in no event shall receive pay for less than one (1) hour of work.

#### 13.4 OVERTIME PAY

- (a) Payment for overtime work shall be made at the rate of one and one half (1.5) times the hourly rate except as provided elsewhere in this agreement.
- (b) An employee who has worked sixteen (16) or more continuous hours in any twenty-four (24) hour period shall be entitled to a minimum of an eight (8) hour rest period before returning to work.
- (c) If any part of said rest period extends into such an employee's basic workday and he is required to work, such part of his basic workday shall be paid at double his classified straight-time rate.
- (d) If any part of said rest period extends into his basic workday, he shall lose no time thereby, and he is to report for duty at the expiration of said rest period if it falls within his basic workday.
- (e) When an employee is required to work on his Sunday, as defined by 13.4 (f), he shall be paid two (2) times his regular straight-time rate for all hours worked on such day.
- (f) An employee's first day off shall be considered his Saturday and the second day off

shall be considered his Sunday, except that when a calendar Sunday is one of the scheduled days off, it shall be considered the double rate day, but only one double rate day will be deemed to exist in any calendar week.

### 13.5 OVERTIME DISTRIBUTION

- (a) A “call board” will be maintained to show the sequence rotation in which employees will be called for overtime work. Overtime hours will be tracked on a weekly basis with employees having the fewest hours on top of the list, provided that this section will not require the calling of an employee for a job for which he is not qualified nor the taking of an employee from a job he is doing and which requires overtime work of four hours or less duration in 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 work for the purpose of maintaining a proper sequence or rotation on the “call board.” Distribution of overtime work in accordance with the “call board” procedure will constitute equitable distribution of such overtime work. This section will not prevent the Company from utilizing part-time employees for overtime as necessary.
- (b) If the Company agrees to establish a callout procedure which is accepted by the Local Union representing the employees to be governed by said procedure, the distribution of overtime in accordance with such procedure shall constitute equitable distribution of such overtime work. The Company or Local Union may rescind any such agreement by giving the other party thirty (30) days advance notice thereof in writing. Upon termination of any such agreement, the parties shall again be governed by all other

provisions of this section.

### 13.6 COMPENSABLE TIME OFF

Employees shall not be required to take time off because of work performed outside the regular working hours unless requirements of law make it mandatory or unless it would be unsafe for them to engage in additional work without an adequate period of rest and sleep.

### 13.7 REST PERIOD

- (a) An employee who has worked sixteen (16) continuous hours shall be entitled to a minimum of an eight (8) hour rest period before returning to work. If any part of said rest period extends into such an employee's basic workday or regularly scheduled overtime day, such remaining time in the employee's basic workday or regularly scheduled overtime day shall be compensated at his regular classified straight-time rate.
- (b) If any part of said rest period extends into his basic workday, he shall lose no time thereby, and he is to report for duty at the expiration of said rest period if it falls within his basic workday or regularly scheduled overtime unless otherwise excused.
- (c) If any part of said rest period extends into such an employee's basic workday or regularly scheduled overtime and he is required to work, such part of his basic workday or regularly scheduled overtime that he works shall be paid at double his classified straight-time rate; however, if he reports to work during any part of said rest period without being required to do so, he shall be paid for the time worked at his regularly classified straight-time rate, or if a regularly scheduled overtime day, at the

appropriate overtime rate.

## **ARTICLE 14**

### **HOLIDAYS AND PAID ABSENCES**

#### **14.1 HOLIDAYS**

Company observes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

In years when Christmas Eve (December 24<sup>th</sup>) falls on Friday, Saturday or Sunday and is not observed as a Company Holiday an additional Paid Absence Day will be granted in accordance with Article 14.3.

#### **14.2 WORK ON A HOLIDAY**

All employees whose normal schedule would require them to work on such holidays but who are not required to work because the day is celebrated as a holiday shall receive eight (8) hours of pay at their straight-time hourly rate. If an employee's normal schedule would require him to work on a holiday and such employee is required to work on such holiday during any part or all of the period which, except for the day being a holiday, comprises his normal scheduled work hours, he shall be paid his holiday pay and, in addition, shall be paid at the rate of one and one-half (1-1/2) times his straight-time hourly rate for the hours worked.

If an employee's normal schedule would require him to work on a holiday and such employee is required to work on such holiday but during hours other than in the period which would, except for the holiday, have been his normal scheduled hours of work, he shall be paid his holiday pay and, in addition, shall be paid at twice his straight-time hourly

rate for all such hours actually worked, or “callout” pay.

If an employee is on leave of absence or is otherwise absent on sick leave or without pay during any period which includes his scheduled shifts immediately before and after a holiday, he will not be paid for time not worked on the holiday. An employee having an unexcused absence from his scheduled shift immediately preceding and following a holiday will not be paid for time not worked on the holiday.

If an employee’s scheduled day off falls on a Company-observed holiday, and he does not work, he shall be paid for eight (8) hours at his straight-time hourly rate. If an employee’s scheduled day off falls on a Company-observed holiday, and he nevertheless is required to work, he shall be paid his holiday pay and, in addition, shall be paid twice his straight-time hourly rate for all hours actually worked, or “callout” pay.

In no case shall any employee be entitled to more than eight (8) hours’ holiday pay with respect to any single holiday.

### 14.3 PAID ABSENCE DAYS

- A. The Company will grant five (5) paid absence days (40 hours) per calendar year to each full-time regular employee on the payroll January 1 of each year, except that the Company will grant six (6) days (48 hours) in years in which December 24 is not a holiday as specified in Article 14.1, Holidays.
- B. A full-time employee hired after January 1 but prior to July 1 will be granted two (2) paid absence days (16 hours) to be taken prior to December 31 of that year, except that the Company will grant three (3) days (24 hours) in years in which December 24 is not a holiday as specified in Article 14.1, Holidays.
- C. A full-time employee hired July 1 or after but prior to December 1 will be granted one

(1) paid absence day (8 hours) to be taken prior to December 31 of that year, except that the Company will grant two (2) days (16 hours) in years in which December 24 is not a holiday as specified in Article 14.1, Holidays.

- D. In reference to A, B and C above, such days must be taken by the end of the calendar year and may not be taken with less than two- (2) days 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.
- E. 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.

## **ARTICLE 15**

### **ACCIDENT COMPENSATION**

#### **15.1 NOTIFICATION OF ACCIDENT**

In case of an accident on Company work, the employee shall notify his supervisor as soon as possible.

#### **15.2 ACCIDENT COMPENSATION DURING FIRST 7 DAYS**

Under the state Workers' Compensation Laws, compensation which may be payable to an employee as a result of an industrial accident does not begin until the eighth (8th)

calendar day following the day of the accident. However, if an employee is injured on Company work and, in the opinion of the Company's physician he should not work, the Company will pay up to a maximum of five (5) days, at the applicable classified straight-time rate, any portion of his first (1st) five (5) scheduled working days included in the first (1st) seven (7) calendar days following the accident that the employee may have lost as a result of the accident. Such five (5) days shall include any holiday which may fall within the five (5) days.

### 15.3 ACCIDENT COMPENSATION AFTER FIRST 7 DAYS

In addition to the accident compensation provided in Section 15.2 of this Article (Accident Compensation During First 7 Days), the Company agrees to pay the injured employee an amount equal to the difference between eighty percent (80%) of his classified straight-time rate and the amount the employee would receive as workers' compensation, provided the accident occurred through no fault of the employee or through no violation on his part of safety rules, regulations, or practices. Such additional accident compensation will begin after the initial seven (7) calendar days following the accident and will continue until the employee is able to resume work, but for not more than two thousand eighty (2,080) hours. The additional compensation provided herein shall be in lieu of any other benefits under this Agreement to which the employee might otherwise be entitled during the term of his disability except that an employee who elects to take his vacation during his period of disability shall receive his vacation pay in lieu of the additional payments provided

in this Section. An employee who exhausts his two thousand eighty (2080) hours and who, after having returned to work, subsequently loses time and qualifies for workers' compensation for the same injury, shall be entitled to an additional two thousand eighty

(2080) hours.

#### 15.4 ABUSE OF ACCIDENT COMPENSATION

Any employee who abuses accident compensation or who falsifies evidence relating to an accident, shall be subject to disciplinary action, including discharge.

#### 15.5 WAGES ON DATE OF INJURY

If an employee is injured during the course of a day's employment and can no longer work, he will be paid at his applicable classified straight-time rate of pay for eight (8) hours on such day; provided, however, that he ceases to work for such day either on the direction of a supervisor or on the advice to the Company of the attending physician.

#### 15.6 LIGHT DUTY WORK

The Company will allow an employee who has been absent because of an on-the-job injury to return to light duty for a period up to six (6) months, at no reduction in rate.

An employee absent because of an illness or injury received not in connection with his work will be permitted to return to work on light duty at eighty percent (80%) of his applicable classified straight-time rate, if the Company determines that light work is available which can economically and satisfactorily be performed.

No light duty will be available to an employee unless such an employee's doctor has released such employee for light duty only. Such employee may also be required to be examined by the Company's doctor to determine the type of work, if any, such employee is physically able to perform. If such an employee is assigned to light duty, he may be assigned work that he is able to perform within his Division. Such an employee on light

duty will not be subject to overtime balancing provisions, and he will not acquire seniority in any Department, except his own, where he may be temporarily assigned.

## **ARTICLE 16**

### **SICK LEAVE**

#### **16.1 SICKNESS AND INJURY BENEFITS**

Benefits shall be available to all full-time regular employees in the bargaining unit who are absent from work because of illness or injury in accordance with the following terms and conditions.

#### **16.2 NON-INDUSTRIAL ILLNESS OR INJURY**

A full-time regular 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 calendar year as provided by the following table.

#### **16.3 SICK DAYS**

**ACCUMULATED FULL YEARS OF SERVICE  
AT END OF PRIOR CALENDAR YEAR**

**SICK PAY IN FOLLOWING  
CALENDAR YEAR**

No. of Days

No. of Days

|  | At Full Base | at Half Base |
|--|--------------|--------------|
| 9 months or more, and less than 1 year   | 5            | 0            |
| 1 year or more, and less than 2 years    | 10           | 0            |
| 2 years or more, and less than 4 years   | 20           | 80           |
| 4 years or more, and less than 5 years   | 25           | 100          |
| 5 years or more, and less than 6 years   | 40           | 140          |
| 6 years or more, and less than 10 years  | 50           | 180          |
| 10 years or more, and less than 14 years | 60           | 200          |
| 14 years or more, and less than 19 years | 75           | 185          |
| 19 years or more, and less than 25 years | 100          | 160          |
| 25 years or more                         | 125          | 135          |

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.

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.

Any employee covered by this Agreement who is absent from work will observe the following non-paid waiting period, each calendar year before being entitled to paid sick leave benefits as specified in this Section. An absence under this provision which is continuous from one (1) calendar year to the next shall not require an additional waiting period at the beginning of the new calendar year into which the absence carries over.

1<sup>st</sup> Absence - No waiting period

2<sup>nd</sup> Absence - 1 day waiting period

3<sup>rd</sup> Absence - 2 day waiting period

4<sup>th</sup> Absence - 3 day waiting period

#### 16.4 MAXIMUM BENEFITS

Allowance for sick leave is not cumulative from one calendar year into another and the allowance shown in the above schedule is the maximum allowable for all absences during a calendar year. In case of a disability continuing from one calendar year into the succeeding calendar year, the employee is allowed for that disability only the amount of sick leave to his credit as of the beginning of the disability.

#### 16.5 RENEWAL OF BENEFITS

However, if an employee's absence due to illness or injury extends into the next calendar year, the employee will continue to receive sick pay based upon his or her entitlement from the previous calendar year. That is, the number of sick days remaining in the next calendar year will be equal to the employee's sick pay entitlement from the previous calendar year less the number of sick days paid to the employee in the previous calendar year. If an employee returns to full duty work for thirty (30) or more calendar days and is again absent from work due to illness or injury, the employee will reestablish his sick pay schedule based on his accumulated service in the next calendar year. However, if an employee returns to full duty work for less than thirty (30) calendar days, and is again absent from work due to illness or injury, the employee will continue with the remaining sick pay entitlement from the previous calendar year.

To encourage the utilization of modified duty or partial work days to enable an employee to return back to his/her job as soon as medically justified, modified duty or

partial work days will not reduce an employee's sick pay benefit. However, for the purposes of reestablishing an employee's sick pay schedule in the preceding paragraph, a return to work in a modified capacity or to partial days will not count.

## 16.6 EXCLUSIONS FOR SICK PAY

Sick pay benefits will not be paid, or will be suspended in circumstances such as, but not limited to the following:

- The employee's injury or illness occurs while in the course of gainful employment for some employer other than the Company.
- The employee fails to notify the Company of the cause of an absence prior to the start of the first scheduled day (except where physically impossible to do so).
- The employee fails to present reasonable evidence of his/her inability to work due to injury or illness when requested by his/her supervisor or does not permit such reasonable examinations and inquiries by a Company representative or physician as in the judgement of the Company may be necessary to ascertain the employee's condition.
- In the opinion of a Company physician, the employee is able to return to work on a full or modified basis.
- The employee fails to adopt remedial measures to treat his/her condition.
- The employee's injury or illness is attributable to the use of drugs, intoxication, willful conduct, or for injury sustained in the commission of a crime or violation of law.
- The employee has abused the sick pay or disability offset benefits.

An injury or illness will be classified as either non-industrial or industrial. If an employee receives disability income benefits for a particular injury or illness under one

schedule, the employee will be ineligible for receiving further benefits for that same injury or illness under the other schedule, unless the injury or illness is reclassified. In that case, disability income benefits already received under one schedule will be credited against any benefits otherwise available under the one schedule.

#### 16.7 ABUSE OF SICK LEAVE

Any employee who abuses sick leave by unjustifiably absenting himself from work or whose reason for an absence is falsified shall be subject to disciplinary action, including discharge.

#### 16.8 PROOF OF SICKNESS OR INJURY

An employee must present evidence to be entitled to pay for an absence due to illness or injury received not in connection with work. Every employee must furnish medical substantiation for each absence for four (4) or more regularly scheduled workdays and for each frequency exceeding four (4) per calendar year. When the Company feels that additional evidence is necessary, it may require that the employee furnish such additional evidence. An absence from duty as a result of a claimed illness or injury may be investigated at any reasonable hour by any authorized representative of the Company. Sick leave benefits shall not apply to any employee whose illness or injury occurred while in the employ of another employer subject to the jurisdiction of Workers' Compensation Laws or as the result of action within the control of the employee such as self-inflicted injury or

illness, use of drugs or alcoholic beverages, committing a felony, or similar action.

## 16.9 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 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 calendar year in which such injury occurred.

Should such absence due to industrial illness or injury continue into the next calendar 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 calendar year, whichever occurs first. Should such absence continue into the next calendar 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 calendar 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 work 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 work.

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.

#### 16.10 BENEFIT INDEPENDENCE

Benefits under 16.2 and 16.9 above shall be independent of each other and neither one of the two shall be charged against the allowance of the other.

#### 16.11 SICK LEAVE

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 nine (9) months of continuous employment. To become eligible for sickness or injury benefits during any year following the first year of employment or re-employment an employee must have worked ten (10) months of the twelve (12) months next preceding his last service anniversary date, provided that this requirement for eligibility shall not be applicable to any employee returning to his employment with the Company from Military Service, layoff or leave of absence without pay.

#### 16.12 ACCUMULATED SERVICE

"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.

#### 16.13 MODIFIED DUTY

When an employee who has been off work who in the opinion of the Company's physician is capable of performing modified duty work, 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. An employee working modified duty shall receive 100%

of his regular straight time rate.

## **ARTICLE 17**

### **EMPLOYEE BENEFITS**

#### **17.1 BENEFITS**

For the term of this Agreement, the Company agrees to provide employees who are members of I.B.E.W., Local Union No. 1413, with the following benefit programs as outlined in the Company's Benefits Handbook:

- Flexible Benefits Plan (which shall include Group Health, Dental, Group Life, Long-term Disability, Spending Accounts, Vision Care, Dependent Life Insurance, Accidental Death and Dismemberment Coverage)
- Funeral Leave
- Jury Duty
- Leaves of Absence (including Military Leave)
- Savings Plan
- Financial Planning
- Long-term Care
- Employee Assistance
- Business Travel Accident
- Education Assistance
- Severance Benefits
- Employee Incentive Plan
- Part-time Benefits

- Vacation

Participation in the above programs will be in accordance with the terms and conditions applicable to such plans, as amended by the Company from time to time.

## 17.2 RETIREMENT PLAN

The Retirement Plan which was adopted July 1, 1949, and which became effective as of January 1, 1949, and as amended January 1, 2002 is hereby made a part of this Agreement. The Retirement Plan shall be amended effective January 1, 2008, which Amendment is set forth as Appendix A in the Stipulation and Settlement between the parties dated the 6<sup>th</sup> day of September, 2007. The date of retirement of any employee, whether a member of the plan or not, shall be in accordance with the provisions of the Retirement Plan. The Company agrees to discuss with the Union any claimed discrimination within the bargaining unit in the application of the appropriate section of the Retirement Plan relative to employment beyond normal retirement date and requests to the Company for early retirement. Part-time and temporary employees are not eligible to participate in the Retirement Plan, except as otherwise provided therein.

Any employee hired on or after January 1, 2005 shall be eligible to participate in the FirstEnergy Corp. Pension Plan as applicable to employees hired on or after January 1, 2005, provided they meet the eligibility requirements set forth in the plan. As such, the Company shall, in its discretion, be permitted at any time to amend the terms and conditions, or the benefits applicable at the time of such amendment to employees represented by the Union. The Company will notify the Union when such amendments are made.

## 17.3 BENEFIT ELIGIBILITY

Employees while not actively employed by the Company shall not be entitled to any compensation and benefits provided for in this Agreement except where otherwise expressly and specifically provided to the contrary in this Agreement.

## 17.4 UNIFORMS AND SAFETY EQUIPMENT

Effective September 10, 2007 the Company will provide a credit of up to \$350 to each full time regular employee and up to \$200 for each part time employee to be used in the first year of the Agreement, for the purchase of uniforms and personal protective equipment such as gloves, safety shoes, and prescription safety glasses and must be purchased from a vendor selected by the Company. The Company shall continue to provide, at its cost, hard hats, overshoes and non-prescription safety glasses.

Effective September 1, 2008, employees will be provided a credit of up to \$350 for full time regular employees, and \$150 for part time employees to be used by August 31, 2009.

Effective September 1, 2009, employees will be provided a credit of up to \$350 for full time regular employees, and \$150 for part time employees to be used by August 31, 2010.

#### 17.5 BENEFITS REVIEW

The Company commits to meet with the Union a minimum of once a year to discuss the Retirement, Health Care and Saving Plans at the Union's request.

### **ARTICLE 18**

#### **UNION LEAVE OF ABSENCE**

##### 18.1 UNION LEAVE

- A. Employees designated by the Union to serve as representatives of Local 1413, I.B.E.W., shall be released for conferences and other items of Union business provided requests are made in writing to the Industrial Security Department with adequate prior notification. The number of employees who are on leave of absence for this purpose shall not exceed three (3) at any one time and seniority shall be accumulated during such period of time away from the Company.
- B. An employee covered by this Agreement who is elected or appointed to a full-time

office with the International Brotherhood of Electrical Workers, Local 1413, shall continue to accumulate seniority, during such period of time away from the Company on leave of absence granted for this purpose. Such leaves of absence may be granted and renewed, at the Company's discretion, for maximum periods of two (2) years, provided the employee requests of the Company ninety (90) days prior to the expiration date of his leave of absence a renewal of such leave. In the event a leave of absence requested for the purpose stated above is not renewed, the International Brotherhood of Electrical Workers, or Local 1413, thereof, as applicable, shall be so notified sixty (60) days prior to the expiration of such leave of absence. The maximum number of employees who may be granted a leave of absence for this purpose shall not exceed one (1) at any one time. Any employee who is on a leave of absence for ninety (90) days or more will notify the Company, at least thirty (30) days prior to the expiration date of such leave, as to whether he expects to return to work on the appropriate date. On return to work with the Company, such employees shall be placed in job classifications in accordance with their seniority and qualifications.

## **ARTICLE 19**

### **MEALS**

#### **19.1 MEAL ENTITLEMENT**

- A. When employees have been notified of scheduled overtime at least two (2) hours prior to the start of the shift, they shall furnish their own meal for that shift.

- B. Employees shall be entitled to only one meal in an overtime shift of eight (8) hours.
- C. When employees are required to work beyond their regularly scheduled quitting time without two (2) hours notice prior to the start of their regular shift, they shall be entitled to a meal after having worked four (4) hours.
- D. When employees are called out without prior notice, they shall be entitled to a meal after six (6) hours of work and at six (6) hours of work thereafter until released from duty.
- E. In all instances, employees must work at least four (4) hours of overtime to qualify for a meal.

#### 19.2 MEAL REIMBURSEMENT

When an employee is entitled to a meal under 19.1, he/she will receive an eleven dollar and twenty-five cent (\$11.25) allowance. In all cases where an employee is entitled to a meal, the employee will pay for said meal and apply to the Company for the eleven-dollar and twenty-five cent (\$11.25) reimbursement. The reimbursement will be included in the employee's paycheck as soon as practicable following the application for reimbursement.

#### 19.3 MEAL ALLOWANCE

If an employee is neither furnished a meal by the Company or authorized to obtain a "carry-out" meal as provided in Section 19.1, he will be given the established amount of eleven dollar and twenty-five cents (\$11.25) in lieu thereof.

## **ARTICLE 20**

### **MISCELLANEOUS**

#### **20.1 COMPANY RULES**

The nature of the Company's operations and the nature of the employees' duties and responsibilities require high standards of diligent and faithful service by each employee in order for the Company to meet its obligations to the public. To achieve these and other legitimate objectives, each employee shall abide by the rules and regulations of the Company which are now in effect, and such rules and regulations as may be issued by the Company from time to time, and each employee shall also otherwise cooperate fully with the Company.

#### **20.2 GENERAL QUALIFICATIONS**

In addition to the abilities and qualifications, which may be required for the specific situation, each employee must meet the Company's requirements as to general qualifications, which include the following:

- (a) the possession of normal health, the use of the senses, and the strength, endurance, and other physical characteristics necessary to fill the particular job;
- (b) the willingness to follow instructions and cooperate with other employees;
- (c) the willingness to respond to calls outside of scheduled hours when the need arises;
- (d) the willingness to help, when the need arises, in any department or phase of the Company's operations in which he is qualified to help;
- (e) the willingness to work a shift schedule and irregular hours when the nature of the work requires it;

- (f) the willingness to direct and instruct or train employees assisting on the same work;
- (g) the ability when being considered for promotion to the next higher classification or for transfer, to pass satisfactorily reasonable written and/or oral and/or practical tests as prescribed by the Company;
- (h) if required by assignment to drive automobiles or trucks, must be able to pass driving tests prescribed by the Company and hold a valid State of Ohio Bureau of Motor Vehicles Operator's License;
- (i) compliance with the general policies and practices of the Company, with the specific rules of the department in which he is employed, or those of other departments with which his work must be coordinated, and regular attendance at safety meetings;
- (j) thorough familiarity with and strict observance of the Company's safety policies and practices applicable to his job; and
- (k) have the characteristics of dependability, trustworthiness and carefulness, and have a satisfactory previous record in these respects.

### 20.3 REQUALIFICATION AND CERTIFICATION

An employee who occupies a position in a job classification that requires either periodic re-qualification of firearm proficiency or annual certification of physical status will be permitted a reasonable period of time to obtain the same. Such times will be scheduled by his immediate supervisor. Such time for re-qualification or certification may be scheduled at any time, including during regularly scheduled work time and overtime. If

such time for re-qualification or certification is scheduled for a time when an employee would be working overtime under this Agreement, the employee shall be compensated for such time under the overtime provisions of this Agreement. However, physical fitness is his own responsibility. All exercise workouts, fitness drills, running of fitness training or obstacle courses, and other fitness activities, not required by the Company whether conducted on Company property or not and whether conducted using Company equipment or not, shall not be compensated for under this Agreement. Further, practice required for maintenance of firearm proficiency is the employee's responsibility. Time spent for practice, whether on Company property or not and whether using Company equipment or not, shall not be compensated for under this Agreement.

#### 20.4 MEETINGS

Where attendance is required by the Company, the Company will pay the affected employee(s) the appropriate hourly rate, including overtime rates where necessary, for time spent in attendance at safety meetings or other special meetings for the purpose 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.

#### 20.5 USE OF PERSONAL CAR

It is not the intent of the Company to require an employee in the bargaining unit to use his personal vehicle for Company business. If an employee is requested and authorized by the Company to use his personal car for Company business, he shall be compensated at the IRS rate per mile for such use.

## **ARTICLE 21**

### **CONFLICTS WITH LAWS OR REGULATIONS**

#### **21.1 CONFLICT WITH LAWS OR REGULATIONS**

- A. If any provisions of this Agreement constituting the parties' entire agreement and incorporating all existing agreements and work practices between them shall be held invalid or in conflict with any federal, state, or local law, the remainder of this Agreement shall not be affected thereby, and the Company and the Union will negotiate necessary revisions in this Agreement to bring it into compliance with the applicable law.
- B. It is the intent of the parties to this Agreement that it shall not be administered or interpreted in such a manner as to cause or constitute a violation of any law.

#### **21.2 NO DISCRIMINATION**

- A. This Agreement shall be administered and interpreted in accordance with applicable laws relating to age, ancestry, color, handicap, national origin, race, religion, and sex.
- B. Where words such as "he," "his," or "him" appear in this Agreement, such words shall also be deemed to include both female and male employees in accordance with applicable laws relating to sex.

## **ARTICLE 22**

## **PRIOR AGREEMENTS AND WORK PRACTICE**

### **22.1 INDIVIDUAL AGREEMENTS**

The Company will not, while this Agreement is in effect, enter into any individual agreement or contract of employment with any employee of the bargaining unit, either individually or collectively, which conflicts in any manner with the terms and provisions of this Agreement, provided that the Union is not superseded by the order of the National Labor Relations Board as the bargaining agent for the employees covered hereby during the period of this Agreement. Nothing in this Agreement shall be construed to require the Company or the Union to violate any Governmental statute, regulation, or directive.

### **22.2 FULL AGREEMENT**

The provisions of this Agreement constitute the entire agreement between the Company and the Union and incorporate all agreements and work practices heretofore existing between the parties, except certain Letter Agreements which the parties recognize as remaining in full force and effect. Said Letter Agreements have been separately compiled and attached immediately following the conclusion of this Agreement.

### **22.3 INCLUDED AGREEMENTS**

The following agreements are included as Appendix B, and are continued in accordance with their respective provisions:

- (a) Parties' Guidelines for Shift Rotation dated November 10, 1980;
- (b) Utilization of Part-time Employees Represented by Local 1413.

IN WITNESS HEREOF, the parties have entered into this Stipulation and **Settlement this 6th day of September 2007.**

**FOR THE COMPANY:**

BY: \_\_\_\_\_  
John G. Nauer  
Industrial Relations Representative  
on behalf of  
FirstEnergy Generation Corp. and  
FirstEnergy Nuclear Operating  
Company

**FOR THE UNION:**

BY: \_\_\_\_\_  
James L. Nevel, Sr. President  
International Brotherhood of  
Electrical Workers, Local Union 1413

\_\_\_\_\_  
Jimmy L. Fleeman, Jr., Vice President

\_\_\_\_\_  
Eric A. Burnworth, Recording Secretary

\_\_\_\_\_  
Neil E. Ammons

\_\_\_\_\_  
Michael D. Feyes

\_\_\_\_\_  
James R. Majewski

**APPENDIX A**

The Retirement Plan shall be amended effective January 1, 2008 to reflect the following agreement:

Unmarried employees with five or more years of service may designate a beneficiary for their pension benefits in the event the employee dies prior to retirement. Any individual human being can be designated as the beneficiary. Should they qualify for a benefit under the terms of the Plan, the

beneficiary will receive a 50% Joint and Survivor Annuity, actuarially adjusted for the beneficiary's age. For employees with at least 10 years of service, the benefits shall commence on the date no sooner than when the employee would have attained the age of 55. For employees with greater than five but less than ten years of service, the benefit shall commence on a date no sooner than when the employee would have attained the age of 65.

## APPENDIX A-1

### WAGE TABLES

Hourly Wage Schedule  
Effective September 10, 2007

| <b>Labor Grade</b>        | <b>Job Number</b> | <b>Job Classification</b>              | <b>6 Mo. at \$</b> | <b>6 Mo. at \$</b> | <b>6 Mo. at \$</b> | <b>6 Mo. at \$</b> | <b>6 Mo. at \$</b> | <b>6 Mo. at \$</b> | <b>6 Mo. at \$</b> | <b>Maximum</b> |
|---------------------------|-------------------|--|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|----------------|
| <b><u>Non-Nuclear</u></b> |                   |  |                    |                    |                    |                    |                    |                    |                    |                |
| 13                        | 1496              | Lead Security Station Officer          |                    | 14.30              | 14.85              | 15.40              | 15.95              | 16.50              | 17.04              |                |
| 06                        | 1495              | Security Station Officer               |                    |                    |                    |                    | 12.10              | 12.67              | 13.19              |                |
| 04                        | 1493              | Property Protection Officer            | 9.31               | 9.87               | 10.41              | 10.98              | 11.53              | 12.11              | 12.67              |                |
|                           | 1493              | Property Protection Officer (Pre 1989) |                    |                    |                    |                    |                    |                    |                    | 13.25          |
| <b><u>Davis Besse</u></b> |                   |  |                    |                    |                    |                    |                    |                    |                    |                |
| 19                        | 1498              | Nuclear Alarm Station Operator         |                    |                    |                    |                    | 19.97              | 20.55              | 21.09              |                |
| 17                        | 1497              | Nuclear Security Officer               | 16.63              | 17.21              | 17.76              | 18.31              | 18.88              | 19.44              | 19.97              |                |
| 9                         | 1490              | Security Officer                       | 12.11              | 12.67              | 13.24              | 13.80              | 14.40              | 14.94              | 15.50              |                |

## APPENDIX A-2

Hourly Wage Schedule  
Effective September 10, 2008

| <b>Labor Grade</b>        | <b>Job Number</b> | <b>Job Classification</b>              | <b>6 Mo. at \$</b> | <b>6 Mo. at \$</b> | <b>6 Mo. at \$</b> | <b>6 Mo. at \$</b> | <b>6 Mo. at \$</b> | <b>6 Mo. at \$</b> | <b>6 Mo. at \$</b> | <b>Maximum</b> |
|---------------------------|-------------------|--|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|----------------|
| <b><u>Non-Nuclear</u></b> |                   |  |                    |                    |                    |                    |                    |                    |                    |                |
| 13                        | 1496              | Lead Security Station Officer          |                    | 14.30              | 14.85              | 15.40              | 15.95              | 16.50              | 17.04              |                |
| 06                        | 1495              | Security Station Officer               |                    |                    |                    |                    | 12.10              | 12.67              | 13.19              |                |
| 04                        | 1493              | Property Protection Officer            | 9.59               | 10.16              | 10.73              | 11.31              | 11.87              | 12.48              | 13.05              |                |
|                           | 1493              | Property Protection Officer (Pre 1989) |                    |                    |                    |                    |                    |                    |                    | 13.25          |

**Davis Besse**

|    |      |                                |       |       |       |       |       |       |       |  |
|----|------|--------------------------------|-------|-------|-------|-------|-------|-------|-------|--|
| 19 | 1498 | Nuclear Alarm Station Operator |       |       |       |       | 20.57 | 21.16 | 21.73 |  |
| 17 | 1497 | Nuclear Security Officer       | 17.13 | 17.73 | 18.29 | 18.86 | 19.45 | 20.02 | 20.57 |  |
| 9  | 1490 | Security Officer               | 12.48 | 13.05 | 13.63 | 14.22 | 14.83 | 15.38 | 15.97 |  |

APPENDIX A-3

Hourly Wage Schedule  
Effective September 10, 2009

| <b>Labor Grade</b>        | <b>Job Number</b> | <b>Job Classification</b>              | <b>6 Mo. at \$</b> | <b>6 Mo. at \$</b> | <b>6 Mo. at \$</b> | <b>6 Mo. at \$</b> | <b>6 Mo. at \$</b> | <b>6 Mo. at \$</b> | <b>6 Mo. at \$</b> | <b>Maximum</b> |
|---------------------------|-------------------|--|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|----------------|
| <b><u>Non-Nuclear</u></b> |                   |  |                    |                    |                    |                    |                    |                    |                    |                |
| 13                        | 1496              | Lead Security Station Officer          |                    | 14.30              | 14.85              | 15.40              | 15.95              | 16.50              | 17.04              |                |
| 06                        | 1495              | Security Station Officer               |                    |                    |                    |                    | 12.10              | 12.67              | 13.19              |                |
| 04                        | 1493              | Property Protection Officer            | 9.88               | 10.47              | 11.05              | 11.65              | 12.23              | 12.85              | 13.44              |                |
|                           | 1493              | Property Protection Officer (Pre 1989) |                    |                    |                    |                    |                    |                    |                    | 13.44          |
| <b><u>Davis Besse</u></b> |                   |  |                    |                    |                    |                    |                    |                    |                    |                |
| 19                        | 1498              | Nuclear Alarm Station Operator         |                    |                    |                    |                    | 21.19              | 21.80              | 22.38              |                |
| 17                        | 1497              | Nuclear Security Officer               | 17.65              | 18.26              | 18.84              | 19.43              | 20.03              | 20.62              | 21.19              |                |
| 9                         | 1490              | Security Officer                       | 12.85              | 13.44              | 14.04              | 14.64              | 15.28              | 15.84              | 16.45              |                |

**APPENDIX B**

**GUIDELINES FOR SHIFT ROTATION**

(a) If at any time it is decided to go to rotating shifts, the following guidelines will apply:

1. Rotation Cycle

- a. An employee will work the shift selection of his choice for a period of 16 weeks.
- b. An employee will then work four (4) weeks on the next shift.
- c. An employee will then work four (4) weeks on the next shift.

2. A shift preference list will be posted three (3) times a year. Each employee will put down his first, second and third choice. The Company will take into consideration the written requests of the employees on a job seniority basis as to shift preference, but reserves the right to assign employees as needed to any shift.

3. New personnel will be required to work all shifts until properly trained, or at least one month on each shift.

FOR THE COMPANY:

FOR THE UNION:

\_\_\_\_\_  
J.D. Smith

\_\_\_\_\_  
H. Kent Rhubright

#### APPENDIX B

- (b) Supplemental Agreement -- Utilization of Part-time Employees Represented by Local 1413.

#### UTILIZATION OF PART-TIME EMPLOYEES REPRESENTED BY LOCAL 1413

The Company and Union agree that temporary and part-time employees may be used to supplement the workforce and reduce the need for outside contractors and overtime.

Part-time employee(s) may be scheduled up to forty (40) hours per week.

As a result of the addition of part-time employees to the Union, the following provisions are in effect:

1. A part-time employee, at any time, may be discharged without further recourse. If hired as a regular employee(s), part-time employee(s) will acquire seniority credit on the basis of the proportionate part of the full-time employment which the part-time employee actually works. Part-time employees will not be employed longer than six (6) consecutive months at 40 hours per week without becoming regular full-time

employees.

2. Wage rates for part-time employees will follow the wage schedule agreed to between the Company and the Union; however, progression from one step to the next will be based on the completion of 1040 hours rather than six-month time periods. The 1040 hours time intervals are minimum times only and mean only that an affected employee's total record will be reviewed upon the completion of the appropriate time interval. If the employee's review is satisfactory, he will receive the step increase as shown on Appendix A of the Collective Bargaining Agreement, effective the beginning of the following pay period. (The 1040 hours time interval for the next review will also begin with such date.) If the employee's review is not satisfactory, he will not receive such step increase.