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K#: **6069**

Employer Name: **Northern Indiana Public Service Company**

Location: **IN Merrillville, Plymouth**

Union: **United Steelworkers of America (USAW), AFL-CIO**

Local: **12775**

SIC: **4930**

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**AGREEMENT**

**BETWEEN**

**NORTHERN INDIANA  
PUBLIC SERVICE COMPANY**

**AND**

**UNITED STEELWORKERS  
OF AMERICA**

**AFL-CIO-CLC**

**ON BEHALF OF**

**LOCAL UNION 12775  
Production, Maintenance, Distribution  
and Generating Station  
Efficiency Department  
Employees and Meter Readers**

**EFFECTIVE JUNE 1, 2004**

# K 6069

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	Agreement	1
I	Recognition	2
II	Union Security - Check-Off	3
III	Management	6
IV	Union Officers and Delegates	7
V	Grievances	9
VI	Seniority	18
VII	Holidays	42
VIII	Vacations	44
IX	Military Services	51
X	Wages, Job Description and Job Evaluation	52
XI	Hours of Work	57
XII	Distribution of Overtime and Standby	63
XIII	Meal Money	90
XIV	Sick Leave	93
XV	Bulletin Boards	98
XVI	Travel Time and Transportation	99
XVII	General Working Conditions	108
XVIII	Health and Safety	119
XIX	Effectiveness	124
XX	Bonus and Rate Schedule, Equipment Bonus	125
	Rate Schedule	136
	Exhibit 1 - Doctor's Certificate	153
	Exhibit 2 - Medical Release Form	154
	Exhibit 3 - Actra Complex	155
	Exhibit 4 - Re-organization of Prod. Dept. of R.M.S.G.S.	156
	Exhibit 5 - Description of Precision Machine Work	157
	Exhibit 6 - Report of Overtime/Emergency Callout Record	158
	Exhibit 7 - Memorandums Not Contained in the Agreement	159
	Memorandums of Agreement or Understanding	160
	Signature Page	199
	Subject Index	201

## AGREEMENT

**THIS AGREEMENT** made and entered into as of the 1st day of June, 2004, by and between Northern Indiana Public Service Company, an Indiana corporation operating with its principal office in Merrillville, Indiana, its successors and assigns (hereinafter referred to as the Company) and the United Steelworkers of America, AFL-CIO-CLC, 113 East Washington Street, Plymouth, Indiana 46563, on behalf of Local Union No. 12775, United Steelworkers of America, AFL-CIO-CLC, (hereinafter referred to as the Union):

**WHEREAS**, it is the intent and purpose of the parties hereto to provide a means of adjustment of differences that may arise from time to time, and to promote harmony and efficiency to the end that the Company, the Union, its members and the general public may mutually benefit, and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment.

Neither the Company nor the Union shall discriminate against any employee in the application of the terms of this Agreement because of race, creed, color, national origin, handicap, sex or age in violation of any state or Federal law.

**NOW, THEREFORE**, in consideration of the mutual promises and obligations assumed herein, the parties hereto agree as follows:

## **ARTICLE I**

### **Recognition**

1. The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to the rates of pay, wages, hours of employment and other conditions of employment for all production, maintenance, distribution and generating station efficiency department employees and meter readers whose classifications are listed and itemized in Article XX, Schedule A.

2. The Company also recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to the rates of pay, wages, hours of employment and other conditions of employment for the employees of corporations later acquired, new plants built or new departments established, whose operations are consolidated with the operations of the Company and who perform the same classifications or nature of work as those employees theretofore covered by this Agreement.

**ARTICLE II**  
**Union Security - Check off**

1. The Union agrees that it will from time to time promptly accept as members therein any and all persons who are not members of the Union and whom the Company employs to perform for the Company the different classifications of work covered by this Agreement. The Company shall do its own hiring and employees of the Company covered by this collective bargaining agreement who, at the date hereof, are members of the Union, shall remain members in good standing during the life of this Agreement. Employees covered by this collective bargaining agreement now employed but not now members of the Union shall, on the thirtieth day following the effective or execution date of this Agreement, whichever is the later, become members and remain members in good standing for the life of the Agreement. Employees covered by this collective bargaining agreement hereafter employed shall, within thirty-one (31) days after the date of their employment, become members and remain members in good standing during the life of the Agreement. Employees who fail to comply with the foregoing provision will, upon written notice by the Union to the Company, be placed upon five (5) calendar-day notice and, at the end of such notice period, having failed to comply with the provision, will be removed from the active service of the Company. Having been so removed the employee will have no re-employment or seniority rights with the Company or any other right or benefit of any sort whatsoever.

2. The Company will check off monthly dues, assessments\*\* and initiation fees each as designated by the International Treasurer of the Union, as membership dues in the Union, on the basis of individually signed voluntary checkoff authorization cards in forms agreed to by the Company and the Union.

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\* "Assessments" shall mean only those assessments approved by the Union under its Constitution and uniformly imposed upon the membership, and shall not include fines of any nature.

Any employee, hired into, transferred into or organized into this bargaining unit will receive a "packet" supplied by the Local Union and issued by the Company at the time said employee comes into the jurisdiction of this bargaining unit. The Company will not be responsible for maintaining a supply of packets or assume any penalty in connection with this provision.

At the time of his employment the Company will suggest that each new employee voluntarily execute an authorization for the checkoff of Union dues in the form agreed upon. A copy of such authorization card for the checkoff of Union dues shall be forwarded to the Financial Secretary of the Local Union along with the membership application of such employees.

In the event said employee refuses to sign a check-off card at the time of his employment, the Company will send the Local Union office a receipt signed by the employee, or noted otherwise, stating that he received his Union packet on the date he was employed under the jurisdiction of this bargaining unit. These receipts will be mailed weekly to the Local Union Office in stamped envelopes provided by the Union.

At the close of each week, the Company will furnish to the President of the Local Union and to the office of the United Steelworkers, a list of any employees hired into, transferred into or organized into the jurisdiction of this bargaining unit. The list of new employees will include the addresses of such employees and the date of employment for those whose classifications are contained in Article XX, Schedule A and such employees will be listed by districts and operating departments.

New check-off authorization cards will be submitted to the Company through the Financial Secretary of the Local Union at intervals no more frequent than once each month. On or before the last day of each month the Union shall submit to the Company a summary list of cards transmitted in each month.

Deduction on the basis of authorization cards submitted to the Company shall commence with respect to dues for the month in which the Company receives such authorization cards or in which such card becomes effective, whichever is later. Dues for a given month shall be deducted from each pay closed and calculated in the succeeding month.

In cases of earnings insufficient to cover deduction of dues, the dues shall be deducted from the next pay in which there are sufficient earnings, or a double deduction may be made from the first pay of the following month, provided, however, that the accumulation of dues shall be limited to two (2) months. The International Treasurer of the Union shall be provided with a list of those employees for whom double deductions have been made.

The Union will be notified of the reason for non-transmission of dues in case of layoff, discharge, resignation, leave of absence, sick leave, retirement, death or insufficient earnings.

With respect to check-off authorization cards submitted directly to the Company, the Company will deduct initiation fees unless specifically requested not to do so by the International Treasurer of the Union after such check-off authorization cards have become effective. The International Treasurer of the Union shall be provided with a list of those employees from whom initiation fees have been deducted under this paragraph.

The provisions of this Section 2 shall be effective in accordance and consistent with applicable provisions of Federal Law.

3. The Union agrees to indemnify and hold the Company harmless from and against any and all claims, demands, actions, suits, or any other types of liability that may result from any action taken by the Company pursuant to Section 2 of this Article or in reliance on any notice, list, or other written information received by the Company from the Union or any employee regarding Section 2 of this Article.

**ARTICLE III**  
**Management**

1. It is understood and agreed between the parties that, subject to the conditions contained in this Agreement, the Company has and shall continue to have vested in it the exclusive right to exercise the duties of management, to plan, direct and control the working operations and force, including the right to hire, suspend, demote, promote, discharge for just cause, determine the adequacy of supervision, relieve employees from their duties because of lack of work or materials and for other legitimate reasons, and designate the hours of employment.

3 2

**ARTICLE IV**  
**Union Officers and Delegates**

1. Any employee covered by this Agreement who is elected as a permanent Union Officer or as a delegate to a Union Convention or meeting requiring a temporary leave of absence may make a request to the Company for such leave of absence without pay, and the Company shall grant such leave; provided, however, if the employee wishes a leave for fifteen (15) days or longer, he shall give written notice to the Company at least seven (7) days in advance of such leave. However, an employee serving on the Grievance Committee or as an Officer of the Union, required to be absent for Union business for his Local Union shall be considered to have complied with the requirements when verbal notice is given to his immediate Supervisor.

2. The Union shall not request a leave for more than two (2) employees in any one department at the same time. If two (2) employees from any one department on leave at the same time would interfere with the efficient operation of the Company's business, the matter shall be taken up between the Company and the Union and satisfactory adjustment shall be made.

3. At the end of his term of office or the completion of his mission, as the case may be, the employee shall resume his employment with the Company at his former rate of pay adjusted to reflect any increase or decrease applicable to such employee which may have become effective during such leave of absence.

4. Any employee granted a leave of absence by the Company while acting as a Representative of the Union, elected or appointed, shall retain full seniority rights for a period of three (3) years. In the event such leave of absence exceeds three (3) years, that period in excess of the three (3) years shall be excluded in computing the length of service of such employee with the Company.

5. The above provisions are subject to the seniority provisions of this Agreement hereinafter set forth.

6. Bi-weekly, the Local Union Office shall send to the Labor Relations Department a complete report of those employees who were authorized to be off work for Official Union Business. The report shall list the names of employees, dates, number of hours involved, and designating those dates and hours that are authorized by the Union for payment of base wages by the Company and subject to charges against the Union Business Hours Account provided in Article XVII, Section 10 of the Agreement.

## **ARTICLE V**

### **Grievances**

1. It is expressly understood and agreed that the services to be and being performed by the employees covered by this Agreement pertain to and are essential to the operation of a Public Utility and to the welfare of the public dependent thereon, and in consideration thereof, and of the agreement and conditions herein by and between the Company and the Union to be kept and performed, the Company and the Union mutually agree that during the term of this Agreement there shall be no lockouts by the Company and there shall be no strikes, stoppages of work or any other form of interference with any of the production or other operations of the Company by employees in the bargaining unit.

2. When an employee is interviewed by a Supervisor or member of Management for any reason, the employee shall have the right to request and require the presence of that appointed or elected Union representative most readily available as a witness and advisor if he so desires. He may request this prior to or during the interview but may not insist upon a particular individual if another of equal rank in the Union organization is more conveniently and readily available.

3. All disputes and controversies arising under or in connection with the terms or the provisions hereof that cannot be resolved through discussion between the employee and his Supervisor shall be subject to the grievance procedure hereinafter set forth:

When an employee considers himself aggrieved, he shall discuss the incident with his Supervisor and his Steward. If the issue has not been settled by the end of the employee's next working day, it may be taken to Step 1 of this procedure.

If a settlement is reached before the grievance is reduced to writing, a pre-grievance form shall be filled out and the Grievance Committeeperson must sign and approve the document. One copy will be given to the Grievant, the Supervisor will retain one (1) copy and will mail one (1) copy each to the Grievance Committeeperson and the Local Union Office.

Step 1: The employee will obtain a Grievance Form and complete the upper portion stating his grievance and other pertinent information. The form will be presented to his Supervisor within fifteen (15) scheduled days (Grievant's scheduled days off and Holidays excluded) after the event causing the grievance. The Supervisor will sign and date the form acknowledging the request of the employee for a grievance hearing. The Supervisor will retain all copies pending completion of the form and give the employee a receipt indicating that his grievance has been submitted.

The Supervisor will arrange for a grievance hearing as soon as practical, but no later than ten (10) scheduled days (Grievant's scheduled days off and Holidays excluded) after receiving the Grievance Form from the employee. The Step 1 grievance will be between the Grievant, his Steward or his Grievance Committeeperson, or their nominees, and those witnesses as both the Union and the Company agree are needed to resolve the grievance, the Supervisor and Manager of the Local Unit involved and/or the Superintendent or their appropriate designees. At the conclusion of the hearing, the Company will complete the lower portion of the Grievance Form.

The completed form will serve as a statement of the employee's grievance and Supervisor's response. One (1) copy of the completed form will be provided to the employee and one (1) copy to his Union Representative at the conclusion of the hearing, if possible, but in any event within five (5) scheduled days (Grievant's scheduled days off and Holidays excluded) after the date of the hearing. The Supervisor will retain one (1) copy for the local file and mail one (1) copy to the Manager of Labor Relations and one (1) copy to the Chairman of the Grievance Committee at the Local Union office.

Safety grievances involving an immediate threat to the safety and/or health of employees will be given priority in the grievance procedure.

In Step 1 the Grievant and other Union participants will receive their base wages for time spent at the grievance if heard during their regularly scheduled hours (excluding overtime hours).

**Step 2:** *If an adjustment of the grievance cannot be reached in Step 1 and the aggrieved employee elects to proceed to Step 2, the employee or Steward, at the employee's request, shall reduce the grievance to writing on the Union's Grievance Form, stating all particulars, and shall furnish a copy signed by the Steward to the Local Union Grievance Committee.*

*Should the Union intend to pursue the grievance to Step 2, the Union will send written notice of such intent to the Manager of Labor Relations and to the Manager of the Local Unit involved within sixty (60) working days (Saturdays, Sundays and Holidays excluded) following the date the completed Grievance Form is received in the Union Office.*

*Upon timely notification from the Union to the Manager of Labor Relations, the Company will arrange for a Step 2 Grievance Hearing to be scheduled not more than sixty (60) calendar days after receipt of notice to proceed to Step 2. The hearing will be conducted at the District, Plant or Department in which the grievance originated, unless another location is mutually agreed to by the Company and the Union. The Company will be represented by the Manager of Labor Relations, or his appropriate designee. The Union will be represented by the International Staff Representative, the Grievance Committeeperson and the Local Union Chairperson of the Grievance Committee, or their appropriate designees and any other participants as the Union and the Company agree are pertinent to the resolution of the grievance. (The Company and the Union may mutually agree, in order to expedite a particular grievance or grievances, to hear these grievances at the Company's Corporate Office.) Union participants in Step 2 will receive their base wages for time spent at the grievance if heard during their regularly scheduled hours (excluding overtime hours).*

Minutes of the Step 2 Hearing will be prepared by the Company representing a summary of the Company and Union contentions. Four (4) copies of the minutes will be mailed by the Labor Relations Department to the United Steelworkers Local Union office for signatures within ten (10) days (Saturdays, Sundays and Holidays excluded) from the date of the Step 2 Hearing. Any corrections or additions to the minutes may be prepared by the Union as a separate attachment to the minutes and shall be returned to the Company along with one (1) signed copy of the minutes within forty-five (45) days (Saturdays, Sundays, and Holidays excluded) measured from the date the minutes are received by the Union.

- Step 3:
- A. **ARBITRATION:** If an adjustment cannot be reached in Step 2, the specific grievance may be submitted to arbitration by the International Staff Representative by written notification to the Company within sixty (60) calendar days from the date of the receipt of the signed minutes of the Step 2 Hearing by the Company.
  - B. A permanent panel of arbitrators shall be established to hear all grievances submitted to arbitration except those submitted by mutual agreement for resolution under the Expedited Arbitration Procedure. Maximum of five (5) arbitrators will be selected by mutual agreement of the Company and the Union. Each arbitrator selected will be notified of his selection and asked to indicate acceptance or rejection of the appointment. If any arbitrator rejects appointment to the panel, a replacement shall be selected by mutual agreement.
  - C. The Company and the Union each may notify the other in writing, during June of each year of the term of the Agreement that they desire to remove one (1) arbitrator from the permanent panel. That arbitrator shall then be notified of his removal by a joint letter from the parties; provided that an arbitrator who has been selected to hear a particular grievance shall not be removed from the panel pursuant to notice timely

given by either party until after he has heard that grievance and rendered an award. If an arbitrator is so removed from the panel, a replacement shall be selected by mutual agreement of the parties within thirty (30) days after the removal.

- D. The priority for selection of an arbitrator shall be determined by the dates of submission of the grievances to arbitration, with the earliest submitted grievances receiving priority for selection of arbitrators provided that such priority for the selection of an arbitrator may be changed by the mutual agreement of the Company and Union. If the arbitrator selected for a particular grievance cannot hear that grievance within two (2) months from the date he is notified of his selection he shall be bypassed and another arbitrator shall be selected by lot and so on until one is selected who can hear that grievance within the two (2) month time limit.
- E. The Arbitrator shall be governed by the terms of this Agreement and shall have no power to add to, detract from or change its terms. The decision of the arbitrator shall be accepted as final and shall be complied with by the employees, the Company and the Union. This decision shall be in writing, a copy of which shall be delivered to each of the parties in regular course, and the decision shall, if required, include the necessary time for compliance with the provisions or directions thereof by the Company and/or the Union, or those represented by the Union.
- F. Either party may arrange for a transcript of the arbitration hearing. If both parties request copies of the transcript, they shall split the fees and expenses of the reporter, and the party arranging for the transcript will pay the cost of the arbitrator's copy of the transcript. Each party will pay for its own copy of the transcript.

- G. Either party requesting a brief will notify the other party fifteen (15) calendar days prior to the date of the hearing. In the case where the arbitration is scheduled with less than fifteen (15) days, this provision will be waived.
- H. The expenses and fees of the arbitrator shall be shared equally by the Company and the Union, and each party shall bear the responsibility for compensating its own witnesses and representatives at the arbitration hearing.
- I. The grievance will be heard at the District, Plant or Department where the grievance originated unless the parties agree on another location.
- J. Prior to the scheduling of a grievance to be heard in Regular Arbitration, a meeting may be called, at the request of either party, between the Manager of Labor Relations and the International Union Staff Representative, or their designees, for the purpose of attempting to mutually resolve the grievance without going through the arbitration process.

**DISCHARGE GRIEVANCES:** Notwithstanding the provisions of Paragraph D of Step 3, the hearing of discharge grievances will be given first priority in the grievance and arbitration procedure.

**EXPEDITED ARBITRATION:** The following Expedited Arbitration Procedure is hereby adopted.

The Expedited Arbitration Procedure is designed to provide prompt and efficient handling of all cases within such procedure.

A separate panel of arbitrators sufficient to insure the intended operation of this procedure shall be jointly selected by the representatives of the parties to this Agreement. Such panel should be selected from the American Association of Arbitrators or Federal Mediation and

Conciliation Service. This panel when established, will remain in effect for no less than one year.

The expenses of this procedure shall be borne equally by the Company and the Union.

Upon receipt of the Step 2 minutes as provided in this Article, the Union designee and the Company designee may agree in writing to appeal the grievance to an arbitrator under this Expedited Arbitration Procedure.

As soon as the Union designee and the Company designee agree to appeal a grievance under this procedure, they shall notify the designated arbitrator.

The designated arbitrator is that member of the panel who, pursuant to a rotation system, is scheduled for the next arbitration hearing.

Immediately upon such notification, the designated arbitrator shall arrange for the hearing to take place not more than twenty (20) working days thereafter in the Plant or District where the grievance originated, unless another location is mutually agreed to by the Company and the Union.

If the designated arbitrator is not available to conduct a hearing within the twenty (20) days, the next panel member in rotation shall be notified until an available arbitrator is obtained.

The following issues will be heard in Expedited Arbitration: inclement weather, discipline cases of thirty (30) days or less, and any other grievance that the Company and Union may mutually agree to hear in the Expedited Arbitration Procedure.

The rules and procedures for Expedited Arbitration are published under separate cover and under the terms of this Agreement shall be applicable thereto the same as if fully set forth herein.

4. No grievance may be filed by the aggrieved employee later than fifteen (15) working days (Saturdays, Sundays and Holidays excluded) after the event causing the grievance.

5. If more than one (1) employee considers himself aggrieved by the same incident all such must file their grievances within fifteen (15) working days (Saturdays, Sundays and Holidays excluded) following the incident. Grievances on the same incident may be combined by the Grievance Committeeperson for one hearing.

6. Only those grievances which have been filed in the manner set forth in the grievance procedure will be considered in the final settlement of the grievance or grievances.

7. The Company will not discipline an employee more than fifteen (15) days (Saturdays, Sundays and Holidays excluded) after the date of the incident. The fifteen-day period will not apply and the Company may discipline an employee at any time for the reasons of dishonesty on the job, stealing of Company property, or if an employee is convicted of a felony.

8. The District or Department issuing a letter of reprimand or warning to an employee will send a copy of the letter to the home address of the Grievance Committeeperson involved and to the Local Union office.

9. Employees who are removed from the payroll during their probationary period shall have no recourse to the grievance procedure.

10. In the event an employee is suspended or discharged, the Company shall mail to the Grievance Committeeperson of the Union Division in which the action occurs, to the office of the President of the Local Union and to the International Staff Representative Union office, a detailed report of the case together with all pertinent background information not later than ten (10) working days following the effectiveness of such suspension or discharge (Saturdays, Sundays and Holidays excluded). This procedure does not apply to layoffs or reduction in the work force. Not later than forty-five (45) days after mailing such notice, the Union shall initiate any action considered appropriate.

11. Should the terms or provisions contained in this Agreement appear to be violated and the employee or employees affected thereby decline to initiate or follow through the grievances in the grievance procedure hereinabove set forth, then the Local Union Grievance Committee shall, within forty-five (45) working days (Saturdays, Sundays and holidays excluded) after the apparent violation, file a grievance in Step 1 to resolve the matter and, if necessary, invoke all the subsequent steps hereinabove specified.

12. Neither party shall bring, or cause to be brought, any court or other legal or administrative action against the other until the dispute, claim, grievance or complaint shall have been brought to the attention of the party against whom it shall be made, and said party shall have failed to correct the matter to the satisfaction of the other party.

13. Grievances resulting in a monetary settlement in favor of the employee in the first year of the Agreement will be retroactive up to a maximum of twelve (12) months.

Grievances resulting in a monetary settlement in favor of the employee in the second, third, fourth and fifth years of the Agreement may be retroactive to the effective date of the Agreement.

## ARTICLE VI Seniority

1. Seniority shall be computed as commencing with the first day at which time the employee was assigned by the Company or its predecessors to a classification within this bargaining unit (except as may be affected by Section 24 of this Article) and shall be computed on the basis of continuous employment within this bargaining unit.

The seniority of an employee in Local Union 13796 who is a successful bidder to a classification in this bargaining unit shall be computed as commencing with the first day at which time the employee was assigned by the Company or its predecessors to a classification within that bargaining unit and shall be computed on the basis of continuous employment within that bargaining unit and this bargaining unit.

Seniority shall not be affected by lay-offs, sickness or injury off the job, provided that, in the event absence for the latter two causes exceeds one (1) year in the case of the employee with less than five (5) years of seniority at the start of the illness or injury, two (2) years in the case of the employee with at least five (5) but less than ten (10) years of seniority and three (3) years in the case of all others, the time in excess of one (1), two (2), or three (3) years, as the case may be, shall be excluded in computing the seniority of such employee and, in the event of the first cause, Section 23 of this Article shall govern.

In the case of injury on the job there shall be no loss of seniority regardless of the length of absence and the employee may return to his prior job if he is able to conform to the standards set by the Job Description; otherwise, the employee must take such job as he can perform in either the physical or clerical unit without loss of seniority. In such case, when an employee has been injured on the job, the Company and the Union together will review the aptitudes of the employee at the time he is to return to work to determine what type of work he will be able to perform.

Employees in this bargaining unit on November 12, 1956, shall have their seniority computed from the last date that they were employed by the Company. Such computation shall be used for the purpose of administering the other provisions of this Article.

2. An employee hired during the period from January 1st to and including February 14th of the same year shall be considered a regular employee and shall serve the probationary period as prescribed in Section 4 of this Article.

3. An employee hired during the period from February 15th to and including December 31st of the same year shall be considered a temporary employee, unless he was hired to fill a vacancy not filled by the bidding procedure in Section 12 of this Article. Such temporary employees shall be separated from the Company for any reason on or before December 31st of the same year of employment without recourse to Article V of this Agreement.

- A. Temporary employees hired in departments with Automatic Progression will not be considered in the Automatic Progression Program. The Training and Performance Evaluation Tests will not be applicable and the temporary employee's hourly rate of pay will remain at Step (1) of his classification.

Summer or vacation help will not be hired in any classification in which a regular employee has been displaced unless:

- A. The displaced employee has refused to accept temporary recall to the classification available. (The employee who accepts this temporary recall must accept the rate of the job available unless he carries an incumbent rate.)
- B. The displaced employee has transferred to another classification from which he originally bumped.

4. The Company may lay off or discharge employees during the first six (6) months of their employment and there shall be no responsibility for the re-employment of such employees. The first six (6) months of employment is intended to provide, in addition to productive work, a reasonable and fair indication of the individual's capacity to acquire knowledge, ability to make progress, attitude toward the work, character, habits, peculiarities which will affect his progress in his current and higher classifications, and ability to work harmoniously with his fellow employees.

5. Except as specifically provided otherwise in any part of this Agreement, a reasonable length of time as used in this Agreement shall mean six (6) months at the most.

6. Seniority shall govern in all cases of promotion, increases or decreases in the work force, or changes of classification or rate, provided that, in the case of promotions or increases in the work force, the employee can perform the job in question to conform to the standards set for it by the Job Description within a reasonable length of time or other applicable qualifying period.

7. The provisions for establishing seniority when the seniority dates of employees are identical will be as follows:

- A. Employees hired prior to June 1, 1980, whose seniority has not already been established by a previously used method will have their seniority established by their dates of birth. In the event one or more employees have identical seniority dates, the employee who is determined to be the oldest, by birth date, shall be the most senior employee.
- B. Employees hired after June 1, 1980, who have identical seniority dates will have their seniority established by using the last four (4) digits of their Social Security Number. The employee with the higher Social Security Number shall be the most senior employee.

The Company will be responsible for the establishment of seniority when seniority dates are identical in accordance with the above provisions.

8. As provided in Section 6 above, employees who are transferred from one job to another shall receive the regular rate of pay applicable to the job to which transferred and, except when such transfer is otherwise herein specifically provided for, such employees shall receive pay in the following manner:

- A. All promotions shall be on a trial basis in order to determine the efficiency and ability of such employees so promoted to meet the requirements of the new positions. During such a

trial period when an employee is promoted on a trial basis in his own department the affected employee shall be given the title of the job to which he is being promoted and the rate of the job from which he is being promoted and shall be designated as "Probationary." Upon demonstrating suitable efficiency and ability to perform the new job to the job standards set by the Job Description, the designation of "Probationary" shall be removed and the rate of the job to which he is being promoted shall apply. Employees temporarily assigned to a lower rated position shall retain their regular rate of pay.

- B. Any employee temporarily transferred to perform a job paying a higher rate of pay shall receive the rate of pay for that job during the time he performs such work and until transferred to his former or, with his consent, another job. In any day, the minimum payment at the higher rate shall be four (4) hours.

Relief Foremen or Working Foremen shall receive the rate of pay of Relief Foreman or Working Foreman from the time they are assigned to the job until released from work or until relieved of the assignment, whichever comes later.

- C. If an employee temporarily transferred to a higher rated job for reasons other than:
1. To fill a vacancy created by extended sick leave or other leave of absence, or
  2. To fill a vacancy created by a training period, and works more than fifty percent (50%) of his time in that classification in the preceding twelve (12) months, he shall be promoted to that higher classification unless this would add to the complement of the department. If such promotion would add to the complement of the department the job shall be posted for bidding according to the procedure provided in Section 12 of this Article.

9. An employee in this bargaining unit may use his seniority to appropriate the job of a second employee in this bargaining unit in the

event the need for the first employee in his present job terminates or he loses his qualifications or aptitudes for it, and in such a move the first employee must perform the job of the second employee to conform to the standards set for it by the Job Description within a reasonable length of time or other applicable qualifying period, except if an employee appropriates a job carrying a higher rate than the one he is leaving he must qualify at once.

- A. Employees who have appropriated more than one (1) job during a period of work reduction or the need for an employee in their job terminates, will retain recall rights in accordance *within this Article*. If, at any time thereafter, and prior to being recalled, an employee becomes a successful bidder, and is subsequently forced out of that new job for the same reasons stated above, the employee shall at the time of the job appropriation, designate either his current recall position or his current regular classification as the employee's job for recall purposes thereby waiving recall to the other position.

The employee, at the time of his job appropriation, will designate on the form provided by the Company, the position he wishes to retain for recall purposes. If this designation is not made, the recall will be to the classification from which he was first displaced.

- B. Part-time and temporary employees shall have no bumping rights.
- C. An employee in this bargaining unit is not eligible to appropriate a job in Local Union 13796 except as provided in Section 1, paragraph 4 of this Article.
- D. When the position of any employee is eliminated, the affected employee will be re-assigned by seniority to the same classification if positions are available at another location provided the new location is within a radius of twenty-five (25) miles of the employee's headquarters excluding the Construction Department, subject to the following:

1. Job Elimination--Plant, District or Department Closing or Consolidation

If the plant, district or department is closed or consolidated, the employees shall be offered reassignment by seniority to the same classification at a location within a radius of twenty-five (25) miles of the employee's headquarters provided a vacancy exists. Junior employees shall be reassigned if vacancies remain. Employees who refuse reassignment under this provision shall be considered incumbent.

All remaining employees will be granted job appropriation pursuant to the current contract provisions.

2. Those employees assigned to locations within the twenty-five (25) mile radius of their previous headquarters will be eligible for standby and callout overtime at their new location if they were eligible for standby and callout overtime at their original headquarters. Except that qualification for standby will be dependent upon a maximum response time of forty-five (45) minutes.

3. Whenever an employee appropriates the job of a second employee who is regularly assigned within the Construction Department, it is understood that the first employee has the right to appropriate the job of either the junior employee by classification who is permanently assigned to the headquarters known as the Construction Yards or the junior employee by classification who is assigned any other headquarters as defined by Article XVI, Section 10, of this Agreement. Recall to the Construction Department other than the Construction Yards shall be Company-wide.

The guidelines for appropriation into apprentice programs are reprinted in the back of this Agreement.

10. If an employee is forced out of his job for reasons other than losing his aptitudes and abilities to handle the job and if he has seven (7) or more years of seniority, he will retain his rate if he goes to a lower-rated job and receive negotiated increases accordingly except that after June 1, 1992, all incumbent rates will be excluded from negotiated increases and the affected employees will receive the rate of the job they are currently in or their incumbent rate, whichever is greater. If the employee appropriates a job which is horizontal or higher than his recall rate, he shall be considered incumbent and be allowed to retain his incumbent recall rate if he is subsequently forced out of his newly bumped position through no fault of his own or he uses his one-time bid to a lower-rated job or horizontally. He will forfeit this consideration if he refuses a recall to his prior job at the same location, except that in the Construction Department recall shall be Company-wide.

An employee whose rate becomes incumbent by this Section may bid at any time to a higher rated job in this bargaining unit and maintain his incumbent rate. This same employee may bid to a lower-rated job or horizontally in this bargaining unit one time only and maintain his incumbent rate. The foregoing does not apply to an employee whose rate is incumbent due to job evaluation.

Example: A Construction Mechanic, Class A, (\$15.35) bumps a Heavy Equipment Operator, Class B (\$15.35). He then bumps to a Construction Mechanic, Class B, and carries his Construction Mechanic, Class A incumbent rate.

Example: A Meter Reader (\$14.42) bumps a Mechanic Equipment Operator, Class A (\$16.08). Later, he bumps a Stockman, Class A (\$15.10). As a result, the employee is paid the Stockman, Class A rate \$15.10 while retaining incumbency and recall to a Meter Reader's position (\$14.42).

An employee who has twenty-five (25) years of service at the time of his job appropriation/elimination/reduction and thereafter his present rate has exceeded the rate of his incumbent position shall remain in the same pension class as his established incumbency. An employee with less than twenty-five (25) years of service who thereafter becomes incumbent will retain the pension class of his established incumbency for a period of three (3) years after the rate of the job he is on reaches his

incumbent rate, unless he bids or appropriates a job with a higher pension class.

11. An employee with three (3) or more years of seniority who is injured in the course of his employment and made subject to the provisions of the Indiana Worker's Compensation Act and as a result of this injury loses his aptitudes or abilities to return to his regular job may use his seniority to appropriate the lower-rated job of a second employee (provided he is released by a Company doctor to perform the duties of this job) and retain his regular rate until such time as he is released by a Company doctor to return to his regular job. At such time he must return to his regular job.

12. When a vacancy occurs or is anticipated or the work force is to be expanded in any of the departments contained in Article XX, Schedule A, such vacancy shall first be filled by recalling the senior employee with recall to the affected classification and location regardless of whether that employee is laid off or active with recall. This employee must accept recall unless the employee has accepted a subsequent bid. Second, if the vacancy remains it will then be offered to the senior employee who is incumbent to that classification. Third, the Company will use the bid reopening provisions of Section 121 of this Article. If the time period for reopening a bid has expired, then notice of such vacancy shall be prepared and posted by the Company on Union bulletin boards and Construction Department crew trucks, throughout the Company once each week on Wednesday and mailed to the home address of any employee who is laid off due to lack of work and retains reemployment rights under the terms of this Agreement not later than the sixth (6th) working day following the occurrence of the vacancy or the anticipation thereof (Saturdays, Sundays, and Holidays excluded) to notify the employees in the bargaining unit who may bid for such vacancy.

- A. An eligible employee in either Local Union 12775 or 13796 desiring to bid on a vacancy shall obtain the form "Bid for Job Vacancy" from the Supervisor designated on the notice and complete it. The employee is encouraged to contact their Local Union Representative or otherwise obtain any information needed pertaining to the vacancy prior to submitting this bid form. An employee may authorize another employee to submit a bid for him on a vacancy which is

posted during the absence of the first employee, if the absence is due to sick leave, leave of absence, or vacation. The employee shall submit the completed bid form to the Supervisor not later than the eighth (8th) working day (Saturdays, Sundays, and Holidays excluded) following the posting date of the notice which posting date shall be the first working day (Saturdays, Sundays, and Holidays excluded) following the release of the notice by the Employment and Compensation Department. After validation of the bid by a Supervisor, the employee shall retain a copy and return the original to a Supervisor for immediate transmittal to the Employment and Compensation Department. The Supervisor of Employment and Compensation shall send to the Recording Secretary of the Local a listing of all bidders by seniority date after the closing of the bid. If the Union needs and requests the P number of the job being vacated and the name of the employee who vacated the position, in order to resolve any question or dispute concerning a particular bid, the Company will provide that information.

The Company and the Union will discuss and attempt to correct individual problem bidding.

- B. Temporary vacancies or contingent vacancies as determined by the Company shall be posted locally and available only to employees in this bargaining unit.
- C. An employee shall be selected for the vacancy from those who bid for the vacancy in accordance with the definition of seniority as defined in Section 1 of this Article, or Article VI, Section 1, of the Agreement with Local Union 13796, with preference being given to an employee according to the following order: First, by seniority from those employees currently holding the bid classification who are qualified. Second, from the remaining bidders by seniority from this bargaining unit and then from those senior bidders from Local Union 13796, provided the aptitudes and abilities of such employee give reason to believe he can learn to perform the job in question according to the standards set for it by the Job Description within a reasonable length of time or other applicable qualifying period.

For purposes of this section only, the seniority date of a part-time employee will be established by accumulating the number of straight-time hours worked by such employee from June 1, 1977, to and including the closing date of the vacancy and converting that number of hours into eight-hour days. The seniority date for purposes of this bid only will then be established by counting back that number of days (Saturdays, Sundays, and Holidays excluded) from the closing date of the vacancy.

Part-time employees who have accumulated less than six hundred and ninety four (694) hours of part-time employment since June 1, 1977, will be subject to the bidding regulations as provided in Section 13 of this Article.

- D. When an employee is the successful bidder into another department, he shall enter that department at the classification and rate of the job for which he can qualify immediately. He shall be allowed a maximum of six (6) months, or the applicable period for those classifications set forth in paragraph E3 of this Section 12, to qualify for each of the next higher jobs in the line of progression to the job on which he had bid. He shall receive the rate of the job on which he is qualified while he is training to qualify for the next higher job.

If the employee fails to qualify in any of the classifications during his advancement within the established six (6) month or other applicable qualifying period, he shall return to his regular job.

- E. 1. Any employee who is a successful bidder on a permanent vacancy in the Operating Line of Progression of an existing generating station unit will not be required to pass the aptitude test.
2. Any employee who is a successful bidder on a permanent vacancy in the Operating Line of Progression on new units in existing generating stations, or at new generating stations, will be required to pass the aptitude test.

3. An employee who, on or after June 1, 1993, is a successful bidder in the Operating Line of Progression in the Electric Generating Stations enters as a Station Operator Trainee. He shall have previously passed all pre-entry requirements and will be required to qualify within eight (8) months following his reporting date. The employee will be tested at intervals of 3, 5 and 8 months and will be required to pass all three (3) tests in order to qualify and receive the Station Operator rate of pay. The employee, upon request, will be given the opportunity to take the tests prior to the 3, 5 and 8 month intervals. Failure of an employee to pass a final test at the 3, 5 and 8 month intervals will result in disqualification from the program.

**Mitchell, Schahfer, Bailly and Michigan City**

Station Operator	- Job Nos. 110, 136, 203, 219	- 8 months
Control Room Operator	- Job Nos. 108, 134, 202, 210	- 6 months
Relief Operator	- Job Nos. 100, 128, 198, 207	

If the employee fails to qualify in any of the classifications during his advancement within the established training periods, he shall return to his regular job.

4. At Mitchell, Schahfer, Bailly Generating Stations, and Michigan City Generating Stations, the successful bidder shall receive the entering rate of the classification on which he commences his training for that bid. The employee shall remain at the entering rate until he has qualified for that classification, at which time he shall be given the maximum rate for that classification. His rate of pay shall continue in the same manner as he progresses through the various classifications, including the classification on which he originally bid.
- F. Entry level jobs in the Operating Line of Progression (OLOP) at generating stations (Station Operator) shall be posted for bid in accordance with Article VI, Section 12. All other vacancies in the OLOP shall be filled in the following manner:

1. For bidding purposes, the Company will select employees in the OLOP positions as follows:
    - a. The job vacancy shall be posted for bid Company-wide. First preference for OLOP positions will be given to the senior employees within OLOP. If no OLOP employee accepts the bid, Company-wide seniority will prevail for Relief Operator and Control Room Operator vacancies.
    - b. For Station Operator vacancies, if no OLOP employee accepts the bid, the Company will offer the vacancy to the senior employee in the Pre-Entry Pool.
  2. An OLOP employee will be allowed to bid to an equal rated job or down once during the life of this contract.
  3. The OLOP bidding procedure will not apply to the staffing of new units.
  4. Article VI, Sections 9 & 10 apply.
  5. All rules and restrictions applicable to Company-wide bidding, not specifically covered in this Paragraph F shall apply to OLOP bidding.
- G. When a successful bidder feels that he has qualified for a job, he may request and will be given an examination to determine whether or not he is so qualified. If he passes the examination, he will receive the rate of the classification retroactive up to the tenth (10th) working day following his request.

If he fails such examination he shall be given another examination at the end of the six (6) months' or other applicable period in which he has to qualify for this classification. The foregoing does not apply to classifications where automatic progression is applicable, such as Lineman, Serviceman, Pipe Mechanic, and Substation Electrician.

During the term of this Agreement, the Company will review and attempt to establish qualifying examinations for classifications where no qualifying examinations now exist.

The Union may request to review these written tests as they are developed. The Company will notify the Union whenever such tests are being developed.

- H. Any employee who is not qualified for the job on which he bid and he is:
1. Classified as "Probationary" in the classification for which he bid or
  2. Classified in a lower classification while training for the job on which he bid or
  3. Classified as an "Apprentice" in one of the classifications where an Apprentice Program is applicable may return to his regular job any time before he is qualified for and receives the rate of the job for which he bid.

In such a move, all vacancies created by his original bid shall be cancelled and all employees who bid on these vacancies shall return to their regular jobs. A regular job is considered to be the employee's last held position.

When an employee is "qualified" and given the rate of the job on which he bid, his new classification shall become his regular classification and he may not return to his former job unless he becomes a successful bidder on a new vacancy in that classification as posted under the procedure prescribed in this Section.

An employee is not eligible to bid on his own vacancy created by successfully bidding to another classification.

1. If a successful bidder leaves the job for which he bid for any reason within six (6) months from the time the first successful bidder on that vacancy reported to the job, the vacancy will

be reopened and filled from the remaining bidders on the original bid. If there are no remaining bidders on the original bid, then the vacancy will be filled according to Section 16 of this Article.

If a successful bidder leaves the job for which he bid for any reason after six (6) months from the time the first successful bidder on that vacancy reported to the job, the vacancy will be filled according to Section 12 of this Article.

A successful bidder who fails to qualify for the job for which he bid shall not be eligible to bid on the vacancy created because he returns to his regular job unless he is allowed to do so by mutual agreement between the Company and the Union.

- J. If there are one or more bids on the vacancy, the Company shall reach a decision and notify all bidders as to the reason for the decision within thirty (30) calendar days. Successful bidders shall report to their new job within two (2) weeks after being notified that they are the successful bidder.

In the case of an anticipated vacancy the successful bidder shall assume the vacancy as soon as it occurs and, if necessary, be placed in training ahead of the occurrence of the vacancy. If no bidder qualifies, or if no bids are received, the Company shall otherwise fill the vacancy.

- K. The names and seniority dates of the successful bidders, together with the vacancy number and the classification, shall be posted on the last day of each month on the Union Bulletin Boards.
- L. The Company will have no aggregate level, however, reductions must be made by attrition. As an exception to the foregoing, if the Company experiences a reduction in electric generating capacity of less than ten percent (10%), staffing may be modified accordingly, at the affected location, by job elimination. This does not apply to scheduled or emergency shut down, but is intended only when this capacity is retired

or is anticipated to be held unavailable for service for at least one (1) year. Article VI, Section 27, will apply to those employees whose jobs are eliminated. In the event that either triggering provision contained in Article VI, Section 20, becomes operative, then the above attrition requirements will have no further force or effect.

The foregoing supercedes any minimum staffing agreements. Daily Station Operator staffing levels will be determined by management based on operational needs. However, nothing forecloses the Union from raising legitimate safety issues.

Nothing in this section is an expansion of supervisors performing bargaining unit work, nor does this section in any way modify or diminish Article XVII, Section 1.

13. The job bidding prescribed in Section 12 of this Article shall be regulated by the following:

- A. 1. An employee initially hired as a temporary employee after June 1, 1993, who becomes a successful bidder on a part-time position and then becomes a successful bidder on a full-time position, without a break in NIPSCO employment, will have a seniority date adjusted from his initial date of hire as a temporary employee.

A temporary employee, who is a successful bidder on a part-time position, will be restricted to bidding within the Construction Department or District area in which he is serving his probationary period.

It is understood that any employee who meets the criteria noted above will receive credit for all continuous straight time hours worked, including unconverted overtime, toward the completion of his six (6) month probationary period.

An employee hired prior to January 1, 1999, will be grandfathered as indicated in paragraph A.

Any employee affected by this understanding may apply his adjusted seniority for future job bids and appropriation opportunities. There will be no retroactive application of adjusted seniority for an employee regarding job bids or appropriations.

Adjusted seniority dates for an affected employee will be used for current and future benefits entitlement except that any additional vacation shall begin with the April 1, 1999 vacation year; there will be no retroactive application of adjusted seniority for benefits entitlement purposes.

2. An employee hired after January 1, 1999, and continues to work without a break in NIPSCO employment will accrue hours worked on a pro-rata basis.
  3. Other than a laid-off employee under Article VI, Section 27, it is understood that if a regular full-time employee bids to a part-time position, his seniority, other than for pension purposes, will begin as a new employee.
- B. An employee initially hired as a part-time employee after January 1, 1990, who becomes a successful bidder on a regular full-time position, without a break in NIPSCO employment, will have a seniority date adjusted which will be pro-rated from his initial date of hire as a part-time employee.

A part-time employee who has accumulated five hundred and twenty (520) work hours is eligible to bid Company-wide.

It is understood that any employee who meets the criteria noted above will receive credit for all continuous straight time hours worked, including unconverted overtime, toward the completion of his six (6) month probationary period.

For purposes of this section only, the seniority date of a part-time employee will be established by accumulating the number of continuous straight-time hours, including unconverted overtime, worked by such employee to and

including the closing date of the vacancy and converting that number of hours into eight-hour days. The seniority date for purposes of this bid only will then be established by counting back that number of days (Saturdays, Sundays, and Holidays excluded) from the closing date of the vacancy.

Any current employee affected by this understanding may apply his adjusted seniority for future job bids and appropriation opportunities. There will be no retroactive application of adjusted seniority for these employees regarding job bids or appropriations.

Adjusted seniority dates for an affected employee will be used for future benefits entitlement except that any additional vacation shall begin with the April 1, 1999 vacation year; there will be no retroactive application of adjusted seniority for benefits entitlement purposes.

- C. During the first ninety (90) days of employment, temporary employees hired into the Construction Department or a specific District Area shall only have bidding rights within the Construction Department or District Area in which they were hired.
- D. After the initial ninety (90) days of continuous employment, temporary employees are eligible to bid on Company-wide vacancies.
- E. The seniority of temporary employees will be accumulated from year to year for bidding purposes only. The seniority of a temporary employee who is a successful bidder to a regular job shall be computed as commencing with his last date of employment.

However, if a temporary employee is a successful bidder to a regular job during his lay off period, he will then establish his seniority date from the date of reporting on the bid, in addition to the previous calendar year of TMP service.

- F. The bid of a full-time employee will take precedence over the bid of a temporary or part-time employee regardless of seniority.

Temporary and part-time employees will compete for vacancies on the basis of seniority.

- G. The Company will mail to the home of laid-off temporary and part-time employees Notice of Job Vacancy and Bid for Job Vacancy forms for six (6) months from the date that the lay off starts. All bids submitted before and/or during this time period will be honored until the vacancy has been filled. These bids will have preference over those senior bidders from Local Union 13796.

14. For the job bidding procedures as specified in Sections 12 and 13 of this Article, the District Areas shall be defined as follows:

- A. Angola District
- B. Crown Point District: includes Liberty Park Electric Operating Department
- C. Elkhart District
- D. Fort Wayne District: includes Columbia City, Bluffton and Decatur
- E. Gary District: includes D. H. Mitchell Station, Aetna Electric Operating Department, Central Meter Shop, Transportation Center
- F. Goshen District: includes Goshen Electric Operating Department
- G. Hammond District: includes Facilities Management Department; By-Product Plant, East Chicago; Columbia Avenue Electric Operating Department; General Engineering Department
- H. Hobart District

- I. LaPorte District: includes Training Center, L.N.G. Plant
- J. Michigan City District: includes Bailly Generating Station, Michigan City Generating Station, 8th Street Electric Operating Department
- K. Monticello District: includes Monticello Electric Operating Department
- L. Plymouth District: includes Plymouth Electric Operating Department
- M. South Bend District
- N. Valparaiso District: includes R. M. Schahler Generating Station
- O. Wabash Valley District: includes Royal Center
- P. Warsaw District
- Q. Construction Department

15. Normal progression within a department or section of a department in a particular operating unit, as set up in Article XX, Schedule A, can be made without posting a vacancy, provided there is no increase in the total personnel of the department or section of a department in question thereafter in less than thirty (30) days. Vacancies occurring as a result of automatic progression shall not be subject to Section 12 of this Article, and the addition of vacation workers on a temporary basis to the department shall not be considered as additions to the department as far as the application of this Section is concerned. When an employee is recalled to his former classification which was vacated due to a decrease in the work force, such recall shall not be subject to Section 12 of this Article.

16. If a job is posted and no one bids, or none of the bidders is qualified, and the Company does not fill the vacancy otherwise within forty-five (45) days, measured from the last day there was a valid bidder to be considered, and then thereafter wants to fill it, the vacancy is to be

reposted one additional time. If, after being posted for the second time, no one bids, or none of the bidders is qualified, it will not be posted again.

17. When a vacancy occurs under the terms of Section 12 of this Article and the Company elects not to fill the vacancy, notice thereof shall be mailed to the Grievance Committee persons of the Local Union and to the Local Union Office of the United Steelworkers of America, not later than the fourth (4th) working day following the occurrence of such vacancy (Saturdays, Sundays, and Holidays excluded).

18. An employee filling a vacancy temporarily until bids are received and who bids on the vacancy himself shall, in the consideration of skill and ability to perform the job, receive no credit for skill or ability developed while serving until bids were received.

19. Any employee who fails to submit a bid for a particular vacancy advertised according to the terms of this Article shall thereby waive any right to bid on that particular vacancy and the bidding shall not be extended or reopened because of such failure to bid.

20. During the term of the Agreement, no regular full-time employee having five (5) or more years of service shall be laid off due to termination of his job or suspension thereof. This section does not apply to disciplinary or discharge action arising out of the employee's conduct. The Company reserves the right to assign those employees who are unable to appropriate another job to alternate work assignments.

21. No Construction Department employee may be assigned to a District position if such results in the demotion or layoff of a District employee, except that this shall not apply in the occasion of a reduction in the work force which requires the Construction employee to bump.

22. When recall occurs, no new employee shall be hired until all eligible employees laid off without severance pay have been recalled, provided that such employees laid off are available for work and can perform the job in question to conform to the standards set for it by the Job Description and report for work within ninety-six (96) hours after notification through the United States mail or by telegraph, addressed to the address last given to the Company by the employee, and a copy of said notice given to the Recording Secretary of Local 12775 at the same

time the notice is sent to the employee. Failure of an employee so notified to report to work or to supply a satisfactory reason for not doing so within the time limits prescribed shall be deemed abandonment of employment by the said employee. If an employee carries an incumbent rate at the time of his layoff and is recalled in the same classification, he shall retain his incumbent rate when recalled.

23. The seniority of an employee shall be considered broken when:
- A. *The employee resigns from the Company's employ;*
  - B. The employee is discharged for just cause;
  - C. The employee is laid off, in which case Section 24 or Section 27 of this Article shall govern;
  - D. The employee accepts severance pay as described herein.

24. An employee who is laid off and, thereafter, returns to a position in this bargaining unit, shall return with complete loss of seniority unless such return occurs as follows: For those having less than five (5) years' seniority on the date of leaving the bargaining unit, seniority shall be continuous if the employee returns to the bargaining unit within one (1) year; for those having at least five (5) years' but less than ten (10) years' seniority on the date of leaving the bargaining unit, seniority shall be continuous if the employee returns to the bargaining unit within two (2) years; and, for all others, seniority shall be continuous if the employee returns to the bargaining unit within three (3) years.

An employee who transfers to a Supervisory, Professional or Exempt position shall have the right to return to his former classification in this bargaining unit at his former location if such return occurs within one (1) year from the date he leaves the bargaining unit. If the employee returns to the bargaining unit within one (1) year as specified, the time spent outside the bargaining unit shall be excluded in computing the bargaining unit seniority of such employee. If he returns after one (1) year, he shall return to such vacancy as may be available with complete loss of seniority.

The time of an employee who transfers to a position outside this bargaining unit, as defined in this Section, and then, thereafter, returns to

a position in this bargaining unit shall be accumulated upon each occasion. The total accumulation of the time spent outside the unit shall be governed by the above provisions.

The time, up to and including 200 hours annually, of a bargaining unit employee, spent at the Training Center in an exempt position as an Instructor, shall not be considered for purposes of administering this section.

25. Part-time employees shall not participate in the seniority benefits provided in this Article, except that beginning June 1, 1977, hours will be accumulated to establish pro-rata seniority for bidding.

26. In the assignment of preferred work of a repetitive nature to Serviceman, Job No. 681; and Lineman, Job No. 408, within a local operating unit of the Company, the Supervisor shall exercise judgment on the aptitudes and abilities of the senior employee to perform the work; but in the event an employee claims non-compliance herewith by the Company, he may resort to the grievance and arbitration procedure set forth in this Agreement. Any qualified employee who transfers into any local operating unit having such preferred work may use his seniority to appropriate such work during his first thirty (30) days in the unit. However, he must take the assignment of the junior employee of the several who are performing the same preferred job. The Company may make training assignments once a year, not to exceed five (5) days to ensure that an employee's ability to perform the full range of duties associated with his classification is not eroded by repetitious assignment to preferred work. Where an employee has satisfactorily performed the full range of duties associated with his classification through acceptance of call-out, standby, overtime or otherwise, such training assignments shall not be made.

Whenever a vacancy occurs in any local operating unit where they have a preferred job and the successful bidder has seniority over the employee on the preferred job, he may appropriate the job within thirty (30) days; once he exercises his seniority then any employee in said local operating unit who has seniority over the successful bidder can appropriate the preferred job within the thirty (30) days.

These rights will not restrict the training of new personnel in the use of this equipment.

Relief on the bucket trucks or diggers shall be provided on the piece of equipment that is vacant.

27. If an employee is laid off he may, at the time of layoff, elect to take severance pay in lieu of retaining his reemployment rights and seniority. Effective June 1, 1995, the employee shall be eligible for such an election only if the layoff is caused through no fault of his own. Severance shall not be granted to an employee who loses his aptitudes and abilities due to an illness or injury off the job. Such severance pay shall be computed at one (1) week's wages at the employee's regular base rate and normal scheduled hours for each full year of seniority. The employee may also have the right of electing to take layoff with recall rights or of bumping to another job.

28. An employee whose rate is incumbent as a result of job evaluation will not receive more than the negotiated increases extended to his classification.

29. An employee who (a) is the successful bidder on a vacancy and thereafter withdraws from the job he accepted, before qualifying for that job, and returns to his former job, or (b) is the successful bidder on two (2) vacancies within a period of six (6) consecutive months and refuses to accept both jobs, shall not be eligible to bid again on any vacancy, in either bargaining unit, for six (6) months after such withdrawal or refusal. Part (b) of this Section 29 shall not apply in cases where multiple vacancies are posted simultaneously and an employee refuses to accept a job or jobs before all vacancies which were posted simultaneously have been filled.

An employee who withdraws from the job he/she accepted, before qualifying for that job and thereby becomes restricted from bidding, would be eligible to accept a vacancy in a classification which is equal to or greater than the rate of his regular classification (the classification to which he/she returned after his withdrawal), provided that he/she previously held the position as being qualified, and still retains that qualification. In addition, the "Bid for Job Vacancy" form must have been validated prior to the employee's withdrawal and restriction.

Any regular full time employee whose bidding rights are suspended as per Article VI, Section 29, part (b), and who is then laid off,

through no fault of his own, will have his bidding rights reinstated as if he had only refused one vacancy. A laid off employee who is still eligible for recall and while on lay off becomes restricted in accordance with Article VI, Section 29, Part (b), shall be subject to the bidding restriction as outlined in Article VI, Section 29. (See Memorandum of Agreement to Modify Bidding Procedures reprinted in the back of this Agreement.)

30. An employee shall be allowed forty-eight (48) hours to accept or reject the bid or recall opportunity after being so notified. However, if the forty-eight (48) hours would terminate at a time when the employee is not scheduled to work, he shall give the Company his answer at the start of his next scheduled workday.

31. The Company will establish a Pre-Entry Training Program in the Electric Production Department. (Program Rules published separately)

## ARTICLE VII Holidays

1. The following legal holidays shall be observed by the Company: New Year's Day, January 1; Washington's Birthday; Good Friday; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Veteran's Day; Thanksgiving Day, the fourth Thursday in November; Christmas Day, December 25; or the day following if any fall on Sunday; (however, if the above holidays fall on a Sunday, the holiday will be observed on the calendar Sunday by 6-2 and 4-4 schedule workers); the day following Thanksgiving Day; December 24; and December 31.

Each eligible full-time employee shall receive eight (8) hours' time at his regular hourly rate of pay for each holiday. When a holiday occurs on a day that a 6-2 Shift Worker is to receive premium pay for a 6th day, the employee shall move the 6th day to the previous straight time work day and receive the applicable premium pay.

When a holiday occurs on a day that a 12-hour shift worker is to receive premium pay for hours scheduled over 40, the employee shall move the hours scheduled over 40 to the previous straight time workday and receive the applicable premium pay.

A part-time employee shall receive pay for the number of regularly scheduled hours for the holiday at his regular rate of pay.

2. Employees who are required to work on a holiday as part of their regular schedule shall receive, in addition to holiday pay, two (2) times the hours worked at their hourly rate of pay.

Employees who are required to work on Easter Sunday as part of their regular schedule shall receive two (2) times the hours worked at their hourly rate of pay.

3. Any of the above-named holidays shall be considered as days worked for the purpose of determining the number of consecutive days worked in the work schedule in which such holiday falls. The regular stated schedule of an employee shall not be changed due to the fact that an observed holiday falls on either a Monday or a Saturday.

4. When a holiday occurs on a day that an employee is receiving base wages due to a death in the family, as provided in Article XVII, Section 8, the employee shall also receive pay for the holiday as provided herein or have the election to take an additional day off.

5. An employee shall be paid for such holidays that occur during the first thirty (30) days of a leave of absence under any one of the following conditions:

- A. Military Leave
- B. After completion of sick leave
- C. After completion of vacation following the expiration of sick leave.

6. A new employee who completes thirty (30) calendar days of employment shall be eligible for holiday pay in accordance with this Article and such pay shall be retroactive to the date of last employment and at the permanent base hourly rate applicable to the last working day preceding the holiday.

7. The amount paid to an employee for a holiday shall include bonus if the employee has earned the bonus in at least One Thousand and Forty (1,040) hours of the twelve (12) month period preceding the holiday, or unless it is provided that the bonus shall be applicable to all hours worked or paid. Should the employee work on the holiday he shall be paid such bonuses and premium as may be actually worked, and this shall be in addition to the base pay for the holiday as such.

8. The rate of pay and the applicable bonuses an employee could have earned while on official Union business shall be included to determine the amount due as holiday pay.

## ARTICLE VIII Vacations

The vacation year shall begin April First of each year and extend to March 31 of the following year, except that on those anniversaries of seniority affecting the length of the vacation, the vacation year shall begin on the anniversary of seniority as provided herein. All full-time, permanent employees hired before June 1, 2004 shall be entitled to vacations with pay under the following schedule.

1. An employee having one (1) year of seniority shall be granted two (2) weeks of vacation with pay in the current vacation year.
2. An employee having two (2) years of seniority shall be granted three (3) weeks of vacation with pay in the current vacation year.
3. An employee having eight (8) years of seniority shall be granted four (4) weeks of vacation with pay in the current vacation year.
4. An employee having fifteen (15) years of seniority shall be granted five (5) weeks of vacation with pay in the current vacation year.
5. An employee having twenty-three (23) years of seniority shall be granted six (6) weeks of vacation with pay in the current vacation year.
6. All full-time permanent employees hired on or after June 1, 2004 shall be entitled to vacation with pay under the following schedule:
  - A. An employee having one (1) year of seniority shall be granted two (2) weeks of vacation with pay in the current vacation year.
  - B. An employee having ten (10) years of seniority shall be granted four (4) weeks of vacation with pay in the current vacation year.
  - C. An employee having twenty-three (23) years of seniority shall be granted six (6) weeks of vacation with pay in the current vacation year.
7. A part-time employee having one (1) year of part-time service since June 1, 1977, shall be granted that portion of an eighty (80) hour vacation

period with pay in the current vacation year as determined by the ratio of the number of hours worked during the preceding twelve (12) months prior to April 1 or Anniversary date, as the case may be, to 2080.

8. A part-time employee having two (2) consecutive years of part-time service since June 1, 1977, shall be granted that portion of a one hundred twenty (120) hour vacation period with pay in the current vacation year as determined by the ratio of the number of hours worked during the preceding twelve (12) months prior to April 1 or Anniversary date, as the case may be, to 2080.

9. Having once attained the seniority necessary for a particular vacation and having received the vacation provided under those conditions, the scheduling of an employee's future vacations shall be with reference to subsequent April Firsts.

10. A. 6-2 Shift employees who qualify for a vacation shall be granted six (6) working days for each week of vacation. In the case of shift workers a week of vacation shall consist of six (6) working days.

B. 4-4 shift employees' vacation provisions are outlined in the 4-4 shift agreement published at the back of this Agreement.

11. Heads of departments shall schedule vacations annually, starting with the first working day in January and continuing until March 20. Department employees shall have their choice of time for vacations in the order of their seniority within their classification in this bargaining unit; provided that the time chosen is suited to the Company's operations. Individual vacations shall be scheduled within two (2) working days after receipt of the Company's "vacation-request card." These cards shall be furnished by the Company starting with the first working day in January. Failure to designate a desired vacation as indicated above shall deprive the employee of any seniority right to schedule his vacation in conflict with that of a junior employee. The same rule shall apply to second and third choices. In the situation of a split vacation, the scheduling of the remaining portions must be governed by the time available after the other employees in the department have scheduled their vacations during the period designated above.

When an employee bids or transfers to another department or location and has not taken his current scheduled vacation, he may take his scheduled vacation in the new department or location without regard to his seniority as provided in this Section.

12. An arrangement for the vacation to be taken other than in one continuous period is not recommended but such an arrangement may be made subject to the adaptability of the work schedule. An employee shall not be denied the right of splitting his vacation solely for the reason that to do so would increase the cost of providing relief during his absence; nor shall employees deliberately split their vacation in such a manner as to unnecessarily increase the cost of such relief. Subject to the first sentence of this paragraph, vacations may be taken in weekly increments, or in any combination of weeks.

13. As each senior employee designates his desired vacation schedule, that choice shall be entered on the schedule of vacations which shall be posted on the Union Bulletin Board. This schedule shall remain posted until all vacations are scheduled.

14. Vacations shall not be allowed to accumulate from year to year, except that at intervals of not less than two (2) years an employee may, upon written request to and approval of his Supervisor, forego a vacation in one year with the understanding that the vacation shall be taken without fail in the following vacation year, shall be taken consecutively with the vacation of the following year, and that the employee will not, during the taking of such accumulated vacation, work either for himself or others for immediate monetary gain.

15. When an employee's vacation schedule has been established, it shall not be changed except by the mutual consent of the employee and his department head. Any employee on vacation who accepts recall to duty after the conclusion of his last regularly scheduled hours of his last scheduled day or prior to his scheduled starting time to return to work shall receive two (2) times his hourly rate of pay for all of the hours worked and, in addition, shall be paid straight time for such scheduled hours of the vacation from which he was recalled.

16. Employees entitled to a vacation for the current vacation year under this Agreement must take their vacations during the vacation year except as

provided by Section 13 of this Article. However, if the Company directs that an employee work instead of taking his vacation, the employee shall be paid for a vacation at double his regular rate of pay and, in addition, he shall be paid for any work performed for the Company during the vacation period in accordance with the provisions of Article XI.

17. An employee will be permitted to reschedule a vacation if he is on sick leave or becomes eligible for sick leave benefits, under provisions contained in Article XIV hereof, prior to the first scheduled day of vacation.

18. An employee who becomes ill or is injured while on vacation, and whose illness or injury requires confinement in a hospital or clinic, shall be eligible for sick leave during the time of confinement, and the days for which sick leave is payable shall be rescheduled as vacation.

19. An employee who is unable to return to work upon termination of maximum sick leave benefits as provided in Article XIV, Section 2, and who has not taken a vacation for the current vacation year will be granted vacation pay and, in addition, pay for any holiday that occurs during this vacation period.

20. When a holiday or holidays that are observed by the Company fall during the vacation period of an employee on a regular scheduled working day, the employee will be paid an additional day's pay. If the holiday falls on a day such as a Saturday that does not result in a day off for employees generally, an additional day of pay will be allowed.

21. Any employee who has not taken a vacation for the current year and who voluntarily leaves the service of the Company shall be paid his vacation money due, provided a minimum of two (2) weeks' notice of intention to resign is given to his department head in writing and the employee works his regular working schedule during the two (2) week notice period. No portion of the vacation to which the employee would have been entitled on the following April First or seniority anniversary date shall be paid.

22. An employee who, while on vacation or less than two (2) weeks prior to the start thereof, decides to terminate employment, shall immediately give the Company two (2) weeks notice, and thereafter be on vacation or assume active duties as the case may be, during such period. In such instances the vacation pay shall be paid as in the preceding Section.

23. The hours of the stated schedule, as defined in Article XI, of the employee at the time of the employee's vacation, and the rate of pay of the employee during more than one-half of the twelve month period ending the April First or anniversary of seniority preceding the vacation, shall be used in computing the vacation pay, except that the vacation pay shall not be reduced because of the application of any wage adjustment subsequent to said April First or anniversary of seniority and prior to the time of the vacation.

In any event, the rate of pay of the employee at the time the vacation is taken shall be used to compute the vacation pay if it is higher than the highest rate in the preceding year.

In the event the employee does not work more than one-half of said twelve (12) month period at one rate, the vacation pay shall be based on that rate under which the employee worked the greatest period of time in said twelve (12) month period.

The scheduled hours that the employee would normally have worked during such vacation period shall be multiplied by the employee's hourly rate of pay to determine the total payment, and all applicable bonuses shall be included if such bonus had been paid for at least One Thousand Forty (1,040) actual hours in the twelve (12) month period preceding the start of the vacation year.

If the employee has earned an Equipment bonus for at least the minimum number of hours specified but has earned it at various bonus rates, the bonus rate applicable to the vacation pay shall be that one on which the most hours were worked.

The rate of pay and applicable bonus an employee could have earned while on official Union business shall be included to determine the amount due as vacation pay.

No hours in the vacation schedule shall be considered as overtime unless the established schedule of the employee while on vacation would have included six (6) or more days in the same work week, in which case premium shall be paid for the sixth (6th) day in the week during the vacation period.

24. Employees who are discharged for cause shall not be entitled to any vacation pay.

25. If the interruption of employment caused by military service occurs within a vacation year and an employee has not taken a vacation, he shall receive vacation pay and in addition, in cash, that portion of the vacation pay to which he would have become entitled on the following April First or seniority anniversary date, determined by the ratio of the days elapsed from the preceding April First or the preceding seniority anniversary date to three hundred and sixty-five (365). In every instance the choice between April First and the seniority anniversary date shall be decided so as to give the employee the greatest vacation allowance.

26. The vacation to which an employee became eligible on the preceding seniority anniversary date or April First, which may not have been taken, plus that portion of the vacation pay to which he otherwise would have become entitled the following April First on the basis of one-twelfth (1/12th) of the annual vacation hours merited by his seniority for each month between the date of death and the preceding April First, times his regular rate of pay shall, in the event of his death, be paid to the spouse or dependent children or dependent parents, if any, or any beneficiary.

27. An employee who goes on pension under any provision of the Pension Plan shall be paid for the vacation to which he otherwise would have become entitled the following April First on the basis of one-twelfth (1/12th) of the annual vacation hours merited by his seniority for each month between the date of his retirement and the preceding April First times his regular rate of pay.

28. A maximum of two (2) weeks of an employee's annual vacation entitlement may be taken in one (1) day increments and/or one-half (1/2) day increments in accordance with the terms of this section.

A maximum of two (2) days of these vacation weeks regardless of the employee's schedule or shift may be taken as emergency time in full or half day increments. The employee must report off as soon as the emergency is known to him.

The remaining eight (8) days of "single day vacations" must be scheduled in full or half-day increments. Five (5) single days shall be scheduled according to seniority when full weeks are scheduled. The remaining three (3) single days shall be scheduled throughout the year on a "first come, first serve" basis using the vacation request form. Between

November 1, and November 15, of each year, all employees having unused days of unscheduled vacation, shall schedule those days for use before April 1, of the following year.

Employees taking one or more of their optional vacation days and/or one-half (1/2) day shall not be eligible for work during the hours of their regularly scheduled shift. Overtime worked prior to their scheduled starting time or beginning at the end of the employee's scheduled shift for that day will be paid at the normal rate applicable for that day of the employee's stated schedule. The rates in Sections 14 and 15 of this Article shall not apply.

**ARTICLE IX**  
**Military Service**

1. An employee with one or more years of continuous service, who is required to attend an encampment of the Reserved Armed Forces or the National Guard, shall be paid, for a period not to exceed two (2) weeks in any calendar year, the difference between the amount paid by the Government (not including travel, subsistence and quarter allowance) and the applicable base wages the employee would have received during that period. Such pay shall be based on the number of regularly scheduled hours such employee would have worked during that encampment, times the employee's applicable rate of pay (including any Holiday in such two (2) weeks). If the period of such encampment exceeds two (2) weeks in any calendar year, the period on which such pay shall be based shall be the first two (2) weeks the employee would have worked during such period.

**ARTICLE X**  
**Wages, Cost-of-Living Adjustment,**  
**Job Descriptions and Job Evaluation**

**Wages**

1. The hourly rates of pay for the various classifications of work covered by this Agreement are shown in Article XX, Schedule A.

- A. Each regular active employee on the Company's payroll on the date of ratification of the Agreement shall be paid one thousand one hundred dollars (\$1,100.00) as a one-time payment for prompt ratification of the Agreement. Each regular inactive full-time employee on the Company's payroll on the date of ratification of the Agreement shall be paid a like amount upon return to active status.

This ratification payment will be payable the first payday, thirty (30) days after ratification.

- B. With respect to the Article XX, Section A, wage rates:
- (i) Effective January 1, 2005, each individual basic hourly rate will be increased by two and one-half percent (2.5%).
  - (ii) Effective January 1, 2006, each individual basic hourly rate will be increased by three percent (3%).
  - (iii) Effective January 1, 2007, each individual basic hourly rate will be increased by two and one-half percent (2.5%).
  - (iv) Effective January 1, 2008, each individual basic hourly rate will be increased by three percent (3%).
  - (v) Effective January 1, 2009, each individual basic hourly rate will be increased by three percent (3%).

C. Corporate Incentive Plan

The Union and Company agree to place all employees covered by this Agreement under the Company's Corporate Incentive Program.

2. All percentage increases in rates of pay under this Agreement will apply to each rate.
3. Employees in the bargaining unit shall be paid biweekly on Friday at the end of their regularly stated schedule of work for time worked to and including Tuesday of the previous week. If an employee is scheduled off on payday he shall be given his check by the end of his last scheduled day preceding payday if it is available.
4. An employee assigned to a job designated by a (%) in Schedule A shall progress to the next higher classification of the department upon meeting the experience factor in the evaluated Job Description and demonstrating his ability to perform the higher job.
5. In any classification where progression is mandatory every six (6) months a minimum of not less than four (4) calendar months of experience may be required.
6. Any employee with at least one (1) year of seniority in this bargaining unit who enters the job of Groundman, Job No. 424, shall start at the second step of the rate, and may be advanced thereafter in less than the prescribed time if he proves his qualifications.

**Job Descriptions and Job Evaluation**

7. Job Descriptions have been developed by the Company, have been mutually agreed to by the Company and the Union, and have been issued for each classification listed in the wage schedule. Those Job Descriptions consist of a descriptive listing of the principal DUTIES of the classification being described, which duties require the degree of skill, experience and training that is applicable to the rate paid for the classification being described, and the QUALIFICATIONS required to enter the classification being described.

8. The absence of any reference in the Job Description to a particular duty does not exempt employees in the classification from performance of the work if the degree of skill, experience and training required to perform the duty is on a par with, or is below the degree of skill, experience and training required to perform the items listed in the Job Description.

In the event of controversy as to whether or not the performance of any unlisted duty in the Job Description of the employee or any job below it exceeds the degree of skill, experience and training required by the duties listed in the Job Description, the employee shall, if able, perform the duty and may immediately refer the matter to the Union Representative for a determination between the Company and the Union Representative.

9. Decision as to whether or not any item is to be included in any Job Description shall be subject to the mutual agreement of the Company and the Union only to the extent of determining the effect of such item on the evaluation of the Job Description concerned and the Labor Grade applicable.

10. When a new job is created within the bargaining unit such shall be subject to negotiations and if a new classification is added as a result of such negotiations a Job Description for the new classification shall be developed, agreed to, evaluated to determine the Labor Grade in which it falls, and issued as provided above.

11. Each job included in this Agreement has been evaluated by a method mutually acceptable to the Company and the Union and thereby assigned a definite number of "points" as its evaluation.

12. Major changes in the content of any job resulting in changes of its Job Description shall subject such job to a reevaluation to determine whether or not a change in Labor Grade shall be made.

13. When a new job and a new Job Description occurs, it shall be evaluated by the same method as used to evaluate all other jobs and the applicable Labor Grade determined thereby according to the agreement dated October 23, 1958.

14. If an agreement cannot be reached between the Company and the Union in the situations described in Sections 12 and 13 of this Article, the services of a consultant mutually acceptable to the Company and the Union shall be obtained according to the terms of the aforementioned agreement.

15. The Company shall have the right to require examinations, either recorded oral, written or practical, to determine an employee's ability to absorb the training necessary to enter and progress within all classifications in the Construction Department, except that effective January 1, 1999, employees who are qualified and currently holding the bid classification will not be required to take an examination. An employee who does not pass an examination shall be eligible to retake the examination after six (6) months. A written test may not be used unless the job requires reading comprehension, writing or arithmetical skills, and may be used to measure the comprehension and skills required for such job.

Where a test is used by the Company as an aid to determine an employee's ability to absorb the training necessary to enter and progress within a classification in the Construction Department, and where the use of the test is challenged properly in the grievance procedure, the following is hereby agreed to:

- A. The Company will furnish to a designated representative of the International Union a copy of the disputed test and all such background and related materials as may be relevant and available.
- B. All such tests and materials will be held in strictest confidence and will not be copied or disclosed to any other person; provided that such tests and materials may be disclosed to an expert in the testing field for the purpose of preparation of the Union's position in the grievance procedure and to an arbitrator, if the case proceeds to that step. All tests and materials will be returned to the Company following resolution of the dispute.
- C. Copies of transcripts and exhibits presented in the arbitration of cases involving the challenge to a test will also be held in strictest confidence and will not be copied or otherwise published.

The Company shall be limited to the use of such examinations and testing procedures which are:

- 1) job related,
- 2) fair in their makeup and their administration, and,
- 3) free of cultural, racial or ethnic bias.

In order to be considered a successful bidder, an employee must have successfully completed these tests.

Testing procedures shall in all cases include notification to an applicant of his deficiencies and an offer to counsel him as to how he may overcome such deficiencies.

16. Effective June 1, 1995, "a two-year technical degree from a recognized college or university" is required for the following classifications:

Station Instrument Technician, Job No. 240  
Electric Meterman; Job No. 474  
Measurement Technician, Job No. 540

17. All employees in Local 12775 shall be eligible for the Aid to Education Program in accordance with Company Policy 13, subject to any future revisions.

## ARTICLE XI Hours or Work

1. The work week shall consist of seven (7) days commencing each week at 12:01 a.m. Monday.

2. The stated schedule of work for Forty (40) hour employees shall be eight (8) consecutive hours each day for five (5) consecutive days with a one-half (1/2) hour lunch period excluded. A time shall be established for the start of the stated schedule of work each day and such shall be changed only subject to the conditions hereinafter set forth. Should the Company wish to establish a stated schedule of work for Forty (40) hour workers which does not consist of five (5) consecutive days each week such may be done, but the employee shall receive for the fifth (5th) day worked in the work week a bonus of eight (8) hours' pay in addition to pay for the eight (8) hours worked and if said fifth (5th) day occurs on Sunday a bonus of twelve (12) hours' pay in addition to pay for the eight (8) hours worked shall be given.

A. Mechanical Maintenance and Material Services Department employees working the forty (40) hour schedule in the Company's generating stations shall, if offered, select a schedule by seniority based upon available positions on each schedule in each classification as determined by management. Once selected, these employees will remain on their selected schedule for a period of four (4) weeks.

3. The schedules of work for alternate shift employees are as follows:

A. The stated schedule of work for 8-2 shift employees shall be eight (8) consecutive hours each day for six (6) consecutive days with the seventh (7th) and eighth (8th) days off. The lunch period shall be included, shall be taken at the work location, and shall not interfere with the necessary and orderly progress of the employee's work.

B. During the term of the Agreement, the Union or the Company may approach the other party about placing employees on a twelve (12) hour "4-4" schedule. The rules herein published at the back of this Agreement cover both generating stations and all other locations that work a 8-2 schedule.

C. The rules for 5-2 shift Operating Dispatchers are published in the back of this Agreement.

4. The first day off for a shift worker starts at 12:01 a.m. of the day following the end of the last scheduled day and the second day off starts 24 hours later.

5. When the time of a shift worker's schedule overlaps into two (2) days, it shall be counted as having been worked entirely in the day during which a majority of the hours occur.

6. When a shift worker has six (6) scheduled days in the same work week and misses one or more of those days for any reason, the sixth scheduled day worked will be paid at the applicable premium rate. If the day off is the sixth day and for reasons granting base pay, the allowance shall be at premium.

7. When a unit shutdown or training requirements at the Michigan City Generating Station, Dean H. Mitchell Station, R. M. Schahler Generating Station or Bailly Generating Station make any of the above stated schedules impossible or impractical, the schedules and/or duties of affected operating employees shall be changed to meet such altered requirements. No employee shall receive less than forty (40) hours' base pay or the time required by his established schedule during the week, whichever is the larger, for the work week because of such change of schedule.

8. Electric and Gas Servicemen who regularly work outside District Headquarters shall be subject to call twenty-four (24) hours per day, subject to the provisions of Section 52 of Article XII. The stated schedule shall be that of a forty (40) hour employee as defined in Section 2 of this Article.

Electric and Gas Servicemen shall be given one day off each week.

The Company will not assign more than two (2) Electric Servicemen and two (2) Gas Servicemen to a location outside the District Operating Headquarters.

9. A stated hour for reporting to work and a stated schedule of working time shall be given to each employee and, except in cases of emergency, twenty-four (24) hours' notice of any change in such stated schedule shall be

given the employee, and such twenty-four (24) hour notice shall be measured from the start of the schedule to which the employee is being changed.

A change of stated schedule occurs when:

- A. The employee is required to start to work earlier than the beginning of his stated schedule and is not permitted by the Company to work, or is not paid, at least until the end of his stated schedule.
- B. The employee is required to start to work later than the start of his stated schedule of working time.
- C. If an employee has his schedule changed in compliance with the above but is required to work sixteen (16) or more consecutive hours, he shall receive premium pay for the first (1st) day of his new schedule for those hours worked in excess of eight (8).

If the foregoing provisions are not complied with, all the time worked on the first day of the new schedule shall be considered overtime.

An employee's schedule will not be changed more often than twice each week.

10. Any hours worked outside the employee's stated schedule of work shall be at the premium rates prescribed by this Agreement.

11. All time worked in excess of eight (8) hours in any one (1) day shall be paid for at one and one-half (1-1/2) times the hours worked times the hourly rate of pay except that all time worked by forty (40) hour non-shift employees on Sunday, as such, or by shift workers on their second (2nd) scheduled day off, shall be paid for at two (2) times the hours worked times the hourly rate of pay. Further, all time worked on Saturday as a part of the stated schedule of forty (40) hour non-shift employees shall, in any event, be paid for at one and one-half (1-1/2) times the hours worked times the hourly rate of pay.

12. An employee who normally works outside and who reports at his designated time and place of employment for a normally scheduled working day shall not be laid off by the Company because of inclement weather. The Company will not require outside work in inclement weather except in cases

of emergency. When inclement weather prevents outside work the employee shall perform such sheltered work as may be assigned.

13. When an employee reports at a place designated by his Supervisor for scheduled overtime work which would require more than three (3) hours, and inclement weather prevents such work and the employee is released from duty in less than two (2) hours, the employee shall be paid four (4) hours at his hourly rate of pay as established for his classification in Schedule A of this Agreement. If the scheduled work would have been completed in less than three (3) hours, the employee shall be paid the time required for the job according to Section 11 of this Article, but not less than two (2) hours time at the hourly rate of pay.

14. Unless provided to the contrary in the preceding Sections, any employee other than an Electric or Gas Serviceman or employee on standby who is called out on a holiday or on either of his days off shall receive not less than four (4) hours' time at his hourly rate of pay including travel time, except that an employee of the Construction Department shall receive not less than three and one-half (3-1/2) hours' time at his hourly rate of pay excluding travel time.

15. When an employee receives less than sixteen (16) hours notice cancelling scheduled overtime work prior to reporting at the designated place for such work, he shall be paid two (2) hours' time at his hourly rate of pay.

16. When an employee works outside his stated schedule of work he shall be paid for all hours worked according to Section 11 of this Article and the minimum hours paid shall be as follows:

- A. Employees on standby or Electric or Gas Servicemen who regularly work outside District Headquarters shall be paid for the time worked at the applicable premium.
- B. Construction Department employees shall be paid not less than two and one-half (2-1/2) hours' pay at the employee's regular rate of pay in addition to travel time.
- C. All other employees shall be paid a minimum of three (3) hours' pay at the employee's regular rate of pay including travel time unless the employee's time starts less than two (2) hours prior to

the start of the employee's next stated schedule of work.

- D. The above does not apply to the situations covered by Sections 2 and 3 of Article XVI.

17. An employee who works under the conditions covered by Sections 14 and 16 of this Article shall be paid from the time he reports to work until the time he is dismissed plus an additional one (1) hour allowance for travel time, which hour is to be appropriately converted, except that if the job starts more than two (2) hours prior to regular starting time and thereafter continues at least through the employee's regular work day, the allowance shall be one-half (1/2) hour for travel time subject to appropriate conversion. If the employee works beyond his regular quitting time the one-half (1/2) hour still applies. The travel time allowance shall be included in calculating meal money allowances.

18. An employee who works sixteen (16) hours or more continuously shall have, upon request, a minimum rest period of eight (8) hours before returning to work. To the extent such rest period extends into his regular work day and his stated schedule of work, he shall lose no time thereby. Time worked during the first fourteen (14) hours of continuous work shall be paid as per the employee's stated schedule and any work beyond fourteen (14) hours shall be at double time.

The one-half (1/2) hour travel time allowance to report for overtime which continues into the regular schedule as provided in Section 17 of this Article should be included to measure the sixteen (16) hours or fourteen (14) hours as the case may be.

19. When an employee reports for work and is released from duty that day, it shall be considered that he has completed a day's work, and if he is called out later to work during the working day, such time shall be considered overtime.

20. Forty (40) hour employees who are called and report for overtime one (1) hour or less after normal quitting time shall have that time bridged (but shall receive no pay for that time except the travel allowance provided for in Section 17 of this Article) for meal allowance and continuous hours of work.

21. When the employee's stated schedule of work is less than eight (8) hours per day, the hours worked on the sixth (6th) and seventh (7th) consecutive days in the work week shall be paid in accordance with Section 11 of this Article.

22. Employees working a regularly stated schedule at the time the change is made to Daylight Saving Time in the spring shall work seven (7) actual hours with no loss of normal pay. Employees working a regularly stated schedule at the time the change is made from Daylight Saving Time in the fall shall work nine (9) hours and receive pay at the established premium rate for the ninth (9th) hour.

23. An employee who is unable to report for work at his next designated starting time because of illness or other bona fide personal reason shall notify his immediate Supervisor or Department Head as soon as the fact is known to him, and shall notify his immediate Supervisor or Department Head as to the time he will return to his stated schedule as soon as the fact is known to him.

24. All time shall be figured to the nearest one-fourth (1/4) hour worked.

**ARTICLE XII**  
**Distribution of Overtime and Standby**

**(All Districts, Plants, and Departments except the  
Construction Department)**

**Overtime**

1. Overtime shall be distributed as equally as possible among those employees who have telephones and who are eligible and qualified to perform the work to be done.

- A. Employees without telephones have no claim on overtime work. The Company has no responsibility to give them their equal share of such overtime, and they shall not be contacted until an attempt has been made by the Company to contact all employees having a telephone.

2. *Unscheduled and Scheduled overtime shall be defined as follows and all overtime shall be classified and charged under one heading unless exempted in Section 4 of this Article.*

- A. *Unscheduled Overtime: All overtime work performed outside the employee's regular schedule on any of his regular work days, and all callout work on any day shall be classed as "Unscheduled" overtime.*
- B. *Scheduled Overtime: All overtime not specifically included in the definition of "Unscheduled" overtime as given next above shall be classed as "Scheduled" overtime. "Scheduled" overtime is understood to be that overtime work which occurs between the end of the employee's last regular schedule and prior to the start of his next regular schedule and which is so planned that the employee can be notified prior to the end of his last regular schedule. It is essentially non-emergency in nature and usually occurs on Saturdays, Sundays or Holidays.*

3. The overtime record shall be maintained under one heading and overtime work shall be distributed equally among the eligible employees as far as is possible according to the hours paid or that would have been paid had the employee accepted the overtime work.

4. Overtime which is part of the normal schedule of any employee on a day that is overtime as such, or pay for standing by but not working, or pay of any kind allowed outside regular working schedule for which no work is performed, except as provided in Section 26 of this Article, shall not be counted in determining the distribution of overtime among the eligible employees.

5. When work is to be performed on overtime rates, the employees who perform such work during regular schedule shall be offered such work according to their overtime standing, if they are available and provided their job description does not limit them to perform such work on straight time only.

6. In most instances, employees are grouped according to their classification and those in the same classification at the same location measure their overtime standing against others of the same classification at the same location except as follows:

- A. In the Electric Distribution Departments, the 1st, 2nd and 3rd Step Apprentices are grouped together and the 4th, 5th and 6th Step Apprentices plus Linemen are grouped together for overtime purposes.
- B. In the Gas Service Departments, the Servicemen are grouped together and the Apprentices are grouped together for overtime purposes.
- C. In other classifications where there is automatic time progression, such as Groundman, Meter Reader, Janitor and certain classifications in the Generating Stations, all employees in the particular classification are grouped together for overtime purposes without regard to the steps of progression.
- D. In districts having two or more headquarters with certain employees regularly reporting at each, the employees

regularly reporting to one particular headquarter have preference on the overtime work in the area normally served by the headquarters.

- E. *In the Generating Stations an employee who is qualifying in an operating line-of-progression classification shall continue to be included for overtime purposes with employees in that Generating Station operating line-of-progression classification for which he last qualified, until he qualifies in that classification for which he bid.*
- F. *In the Chemistry and the Instrument and Controls Departments of the Generating Stations, the Journeyman, 7th and 8th Step Apprentices are grouped as Group I; the 2nd, 3rd, 4th, 5th and 6th Step Apprentices are grouped as Group II; and the 1st Step Apprentices are Group III. When the situation arises where it is necessary to callout employees to work in the department, the first call will be made utilizing Group I. Depending on the nature of the work determined by management, if additional employees are required either Group I or II may be utilized to secure the necessary complement. Group III will not be eligible for callout.*
- G. *The callout procedure in F. above will also apply to Electrical Maintenance Departments of the Generating Stations in the following groupings. Journeymen, 7th and 8th Step Apprentices are grouped as Group I; 2nd, 3rd, 4th, 5th and 6th Step Apprentices are grouped as Groups II; and the 1st Step Apprentices are Group III.*
- H. *In the Mechanical Maintenance Departments of the Generating Stations, Certified Station Welders, Journeyman Station Mechanics, 7th and 8th Step Apprentice Station Mechanics and 7th and 8th Step Certified Welder/Apprentice Station Mechanics (employee is qualified or qualifying on bid for Certified Station Welder) are grouped as Group I; 2nd, 3rd, 4th, 5th and 6th Step Apprentice Station Mechanics or Certified Welder/Apprentice Station Mechanics are grouped as Group II; and 1st Step Apprentice Station*

Mechanics and 1st Step Certified Welder/Apprentice Station Mechanics are Group III. When the situation arises where it is necessary to callout employees to work in the department, the first call will be made utilizing Group I.

If the work to be completed is work normally performed by Station Mechanics (excluding certified welding) a Group I employee will receive first call. Depending on the nature of the work as determined by Management, if additional employees are required either Group I or Group II may be used to secure the necessary complement to complete the work. Group III will not be eligible for callout. An exception to this would be for an employee rated as a qualified Certified Welder/Apprentice Station Mechanic, Step 1 (for certified welding), or when work will require all Station Mechanics and Apprentices in the Station.

In the event the work necessitating callout requires certified welding, first call will be made to those employees on Group I with Certified Station Welding rating receiving first call. If additional welders are needed, those employees rated as qualified Certified Welder/Apprentice Station Mechanic, Step 7 or 8 will be called. Once this list has been exhausted and a sufficient number of employees have not accepted the overtime, or could not be contacted, Group II (employees rated as qualified Certified Welder/Apprentice Station Mechanics) will be used. Finally, Group III may be used in the same manner for securing sufficient personnel necessary for job completion.

The provisions of this paragraph H shall not apply to the operation of the generating station overhead crane for critical lifts, nor for precision machine work.

7. An employee working temporarily in a classification for training, relief or other reasons, shall not claim overtime in such classification but must be included in his regular permanent classification for overtime.

8. No employee is to be recalled from his work assignment and another employee given the work simply because the first employee is higher on overtime than the second. The Company will not change personnel in the course of a job to maintain an equal distribution of overtime.

In the case of scheduled overtime that is necessary to complete a job that could not be completed during regular working hours, as sometimes occurs (for instance, when an interruption cannot be had during regular working hours), local management will retain discretion and prerogative as to whether or not the personnel of the crew will be changed for the scheduled overtime work. If it is decided that no change will be made and, thereby, some employees on the crew get scheduled overtime when they are already on the high side of the overtime standing, then local management assumes the responsibility to correct the inequality within a reasonable length of time through the assignment of future overtime work.

9. Employees entering a new classification on a permanent basis shall be immediately charged with an amount of overtime equal to the greatest amount charged to any employee or employees of the same classification at the same location.

- A. In classifications where there is a Class A, B, C, and perhaps D and Helper, each is to be regarded as a new classification. When a Helper is promoted to Class D, he is assigned an amount of overtime equal to the maximum hours charged to any other Class D at that location. Each time he moves up a step he is to be similarly adjusted.
- B. In the Electric Distribution Departments when an employee is made a 1st Step Apprentice he is charged the maximum of any 1st, 2nd or 3rd Step Apprentice in the same department. When he is made a 4th Step Apprentice he is charged the maximum of any 4th, 5th and 6th Step Apprentice or Lineman in the Department.
- C. In the Gas Service Department when an employee is made a Serviceman Helper, he is charged the maximum of any Serviceman Helper in the same department.

When an employee is made an Apprentice Serviceman, he is charged the maximum of any Apprentice in the same department. When he is made a Serviceman he is charged the maximum of any Serviceman in the department.

- D. In the Gas Street Department, when an employee is made an Apprentice Pipe Mechanic, he is charged the maximum of any Apprentice Pipe Mechanic in the same department. When he is made a Pipe Mechanic he is charged the maximum of any Pipe Mechanic in the department.
- E. In classifications where there is automatic time progression, such as Groundman, Meter Reader and Janitor, the employee who enters such classifications permanently is charged with the maximum of any other employee in that classification at the same location without regard to the steps of progression.
- F. If an employee is progressing within his own department and moves up a step on "probationary" status, he retains his rate until he has completed his probationary period, and he must be included in his former classification for his overtime. He has no claim on the probationary classification overtime work. After he has qualified himself in the new classification he will then be charged with the highest overtime in the new classification at that location and will thereafter be included in the new classification for his overtime work.
- G. If an employee has transferred from one department to another as a result of a bid for job vacancy, but is not able to qualify for the job for which he bid, he should be included in the overtime work in the classification of that department for which he can qualify and be charged the maximum amount of overtime of any employee in that classification.
- H. An employee who has transferred from one classification to another for any reason, who fails to qualify and then

returns to his former classification, shall be immediately charged with an amount of overtime equal to the greatest amount charged to any employee or employees in that former classification at the same location as though he were entering the classification for the first time. If the employee was highest on the overtime list when he first left the classification, and is still highest on his return, he will be charged with his own overtime and no change in his record will be made.

10. When an employee is absent from work due to personal injury or illness, or is on a leave of absence due to personal injury or illness, he shall, upon his return to work, be charged only with the amount of overtime he would have worked had he been available.

11. When an employee is absent from work for any reason other than vacation, personal injury or illness, or is on a leave of absence due to personal injury or illness, and is absent for more than thirty (30) days, he shall, upon his return to work, be charged with the highest amount of overtime of any employee or employees of his classification at the same location at the time of his return. When an employee is absent from work due to an on-the-job injury or illness, he will not be eligible for overtime. The employee shall not be asked or charged for overtime. If he is absent more than 180 days, he shall, upon his return to work, be charged only with the amount of overtime he would have worked had he been available after the 180 days of absence.

12. An employee who is off work for vacation, leave of absence, or sick leave is not eligible for overtime.

**IT IS AGREED**, between the Northern Indiana Public Service Company and the U.S.W.A. Local Union 12775, that holidays and weekends or scheduled days off, when taken in conjunction with scheduled vacation, will be considered, for purposes of overtime eligibility, as vacation days. Employees will not be eligible nor charged for overtime offered during these periods.

In cases of all disciplinary suspensions such employee shall not be eligible or charged for overtime beginning at the end of the employee's last regular scheduled day prior to the first day of the suspension and continuing through the start of the employee's regular

schedule on the first day following the suspension period. If the last day of the suspension falls on a Friday or the day before a weekend or other scheduled day off in the employee's schedule, the overtime eligibility shall commence at 12:01 a.m. of the next day. If the first day of the suspension falls on a Monday or the day after a weekend or other scheduled day off in the employee's schedule, the overtime eligibility shall end at 12:01 a.m. of the first day of the suspension. Disciplinary suspensions of three (3) days will be scheduled so that the disciplinary time off does not overlap weekends or other scheduled days off for the disciplined employee.

13. An employee who has been subpoenaed for court service according to Section 7 of Article XVII is not eligible and not charged for overtime that is available to him on his regularly scheduled days while he is required to be on court duty. This period will start at 12:01 a.m. on the first day of each court session and end when he returns home on the last day of that session and he notifies his supervisor or the standby supervisor that he is available. This is without regard as to whether the employee is housed overnight at the court location or he travels home each evening and back to the court location the next morning.

On days when the employee is not required to attend the court session, he shall notify his supervisor that he is available for his regular schedule and for overtime that might be available on that day.

When an employee is working overtime on the day prior to the day he is scheduled to report for court service, he shall not be eligible nor charged for overtime beyond 12:01 a.m. on the day of the court assignment should the overtime work extend to that time.

An employee who is scheduled for court service on the last day of his regular schedule will not be eligible, nor charged for overtime on his scheduled days off unless he is able to contact his supervisor at least one (1) hour prior to the end of his regular schedule on that day to determine whether or not overtime is available.

14. An employee who is attending one of the Company training centers for schooling is not eligible and not charged for overtime that is available to him on his regularly scheduled days while he is attending that school. This period will commence at 12:01 a.m. on the

first day of the school and end when he returns home on the last day of the school and he notifies his supervisor or the standby supervisor that he is available. This is without regard as to whether the employee is housed overnight at the training center location or he travels home each evening and back to the training center the next morning.

If the school is continuous from one week to another, the employee shall not be eligible nor charged for overtime that is available from 12:01 a.m. on Monday to the time he returns home on the last day of the school or on Friday each week as the case may be and he notifies his supervisor or the standby supervisor that he is available. When an employee is working overtime on the day prior to the day he is scheduled to report to a training center for schooling, he shall not be eligible nor charged for overtime beyond 12:01 a.m. on the day of the school should the overtime work extend to that time.

If an employee is eligible for overtime that becomes available on days when the school is not to be in session, the Company will attempt to contact the employee at the training center regarding that overtime. However, if the employee has already been dismissed from the school, he will not be eligible nor charged for the overtime unless he is able to contact his supervisor at least one (1) hour prior to the end of his regular schedule on that day to determine whether or not overtime is available.

15. An employee who has been called for military duty or National Guard duty is not eligible and not charged for overtime that is available to him while he is required to be on such duty.

The employee will be allowed to work the extension of the work day on his last scheduled day before the military leave but he will have no other claim on overtime during such leave until after the end of his regular schedule on the first day he returns to work after such leave.

Absence due to military duty shall be verified to the employee's Supervisor by official government orders prior to the absence, except in cases of a National Guard emergency.

16. An employee who leaves the bargaining unit for thirty (30) days or more will go to the top of the overtime standing upon his

return. An exception to this would be if the employee's overtime standing at the time he left the unit was higher than the employee at the top of the overtime standing upon his return to the unit, he would be charged with his own overtime.

An employee who leaves the bargaining unit for less than thirty (30) days shall be charged with the amount of overtime he would have worked during that period.

17. Local Union Officers, Grievance Committeepersons, Assistant Grievance Committeepersons and Stewards who are absent from work due to official Union business shall not be charged as refusing overtime.

When an EAP representative contacts the Coordinator advising him of his need to be away from work, the Coordinator should define a specific time frame for the absence. The Coordinator should then communicate with the employee's manager and inform him that his employee will be absent from the work place and specify the period of time. During that period, the employee shall not be called nor shall the employee be charged for missing an overtime opportunity. Attempts to contact the employee outside of the defined time frame will be subject to the same rules as all other employees being given a similar opportunity.

18. An employee who works sixteen (16) hours or more continuously shall have, upon request, a minimum rest period of eight (8) hours according to Section 18, Article XI. During this rest period he may refuse overtime and not be charged.

19. An employee will be allowed to work the extension of the work day on the last day before his vacation, but will have no other claim on overtime during his vacation.

20. An employee who has notified his Supervisor in writing that he cannot or will not accept overtime shall not be eligible for overtime, including standby. Should such employee later notify his Supervisor in writing that he can or will accept overtime, he shall be charged with the highest amount of overtime of any employee or employees of his classification at the same location or his own overtime, whichever is higher at the time he states he can and will accept overtime.

The fact that an employee gives notice that he does not want overtime does not prohibit the Company from calling him if it is known that he is physically able to work and a severe emergency exists. If he refuses under such circumstances no penalties are provided.

21. A. Nothing in this Agreement shall be construed to require the Company to provide mandatory relief on any OLOP vacancy at any generating station. The Control Room Operator position will not go unfilled on a live unit.

Nothing in this Agreement constitutes approval by the Union to allow supervisors to perform bargaining unit work.

When a vacancy occurs in the Station Operator classification, which the Company elects to fill, in whole or in part, the Company will attempt to fill the vacancy by:

1. Utilization of the Relief Operator on shift.
2. If the Relief Operator is not available, the Company will assign an employee on shift in the Control Room Operator classification from a down unit to perform Station Operator duties, when the Company has determined that relief in the Station Operator classification is required. When more than one (1) Control Room Operator is on shift, such assignments will be offered by seniority, even if the assignment deviates from the rotation. Unless filled otherwise, the junior Control Room Operator shall accept the Station Operator assignment.
3. If conditions do not permit for downward relief, then the Company will utilize the overtime list to obtain employees in the Station Operator classification.
4. If relief is still not obtained, then the Company will utilize the overtime list to obtain employees in the Control Room Operator classification.

5. The Company will utilize the overtime list to obtain employees in the Relief Operator classification.
  6. Steps 3, 4 and 5 may be circumvented for anticipated vacancies of four (4) hours or less at the start or end of each shift.
- B. When a vacancy occurs in the Control Room Operator classification which the Company elects to fill, in whole or in part, the Company will attempt to fill the vacancy by:
1. Utilization of the Relief Operator on shift. The Company will establish a Control Room rotation for Relief Operators in order to permit those employees to retain their proficiency, reserving the right to deviate from the rotation to meet operational needs. Existing rotations for Control Room Operators will remain unchanged.
  2. Assigning an employee on shift in the Station Operator classification to perform Control Room Operator duties, provided the employee is qualified. If more than one (1) Station Operator on shift is Control Room Operator qualified, the senior employee will be offered the upgrade. If more than one (1) Station Operator on shift is Control Room Operator qualified, the junior employee must accept the upgrade. The Station Operator will not be re-assigned if this results in the Station Operator position being filled in overtime. Employees in the Station Operator classification who are Control Room Operator qualified prior to June 1, 1993, will be exempt from these requirements.
  3. If conditions do not permit for upward relief, then the Company will utilize the overtime list to obtain employees in the Control Room Operator classification.

4. If relief is still not obtained, then the Company will utilize the overtime list to obtain employees in the Relief Operator classification.
  5. The Company will utilize the overtime list of Station Operators who are Control Room Operator qualified.
  6. Steps 3, 4 and 5 may be circumvented for anticipated vacancies of four (4) hours or less at the start or end of each shift.
- C. At the Michigan City Generating Station, when the Company has determined that relief is required, Control Room Operators (Job No. 172) assigned to Units 2 & 3 will be separate from Control Room Operators (Job No. 202) assigned to Unit 12 and will not be eligible for overtime which occurs on the alternate side.
- D. In no event will an employee in training be utilized to fill a Station Operator vacancy until qualified.
- E. Except as provided otherwise in paragraph A of this Section, in the Generating Stations the overtime shall be offered to the shift worker with the lowest overtime in the classification. Where there are no shift workers available for relief, the Company will waive the sixteen (16) hour rule to fill the vacancy.

After working twenty-four (24) hours, an unpaid eight (8) hour rest period shall go into effect.

- F. The Company will attempt to make relief assignments as soon as the relief requirements are known.

*If sleep time falls during an employee's normal schedule, the sleep time is unpaid and no personal business points will be charged. This may result in an employee receiving less than forty (40) straight time hours per week.*

- G. (i) Subject to the provisions of Sections 7 and 9 of Article XI, employees in operating line-of-progression classifications in the generating stations shall be assigned to a unit on a six (6) day schedule. However, when an operating problem occurs on another unit at the same station, such employees may be temporarily transferred in their own classification to the other unit to assist in resolving the problem, and shall be returned to their regularly assigned unit as soon as the problem is resolved. Such employees also may be assigned on a daily basis in other operating line-of-progression classifications, for purposes of downtraining, on any unit at the same generating station.
- (ii) Subject to the provisions of Sections 7 and 9 of Article XI, employees in operating line-of-progression classifications in the generating stations who are assigned to a unit which has been off line for at least twelve (12) hours (a "down unit") may be temporarily transferred by the Company to provide relief in any operating line-of-progression classifications for which they are qualified on another unit at the same generating station; provided, however, that an employee from a down unit will not be assigned in other than his own classification on another unit when another employee from a different classification, including a Relief Operator, has been assigned temporarily in the down unit employee's regular classification on the other unit.
- H. A shift worker in an operating line-of-progression classification in a generating station shall work no more than eight (8) hours in addition to the eight (8) hours of his regular schedule. On days when he is not scheduled he shall work no more than sixteen (16) hours in one (1) day or for any continuous period, and these sixteen (16) hours shall not run consecutively with his regular schedule. If there are no such qualified shift workers available at that generating station, the Company may

provide any additional relief necessary at its discretion. If a shift worker covered by this paragraph E, refuses overtime in his classification for a particular shift, it will be considered that he has refused all overtime for that particular shift.

22. Usually when a shift worker is off it is necessary to have someone replace him in order to continue his regular duties, but the situation does sometimes occur when it is not necessary to continue his regular duties. In such a case, there is no requirement on the Company to give a relief assignment to another employee.

23. Except as otherwise provided in this Article, established overtime practices for shift workers not contained in this Agreement shall continue.

24. The overtime standings of the forty (40) hour employees of each department at each location shall be determined as of 12:00 noon each Tuesday, shall be posted by the Supervisor on the bulletin board and shall be effective at 12:00 noon on the following Friday, shall be considered as fixed for a period of one week and shall govern the offering of overtime work except as provided in Section 43 of this Article.

When Friday is a holiday observed by the Company, the posting shall be made the Thursday before the holiday and shall be effective on that Thursday until a week from the following Friday unless such Friday is a holiday observed by the Company in which case the foregoing shall continue to apply.

When Thursday is also a holiday observed by the Company in addition to the following Friday, the posting shall be made on the Wednesday before that holiday and shall be effective on that Wednesday until a week from the following Friday unless such Friday is a holiday observed by the Company in which case such posting would be effective until a week from the following Thursday unless that Thursday is also a holiday observed by the Company in which case such posting would be effective until the following Wednesday.

The overtime standings of the 6-2 Shift Employees of each classification at each location shall be determined as of the end of the

evening shift each Tuesday, shall be posted by the Supervisor on the bulletin board by 12:00 noon the following Friday and shall be effective at the end of the evening shift on that Friday, shall be considered fixed for a period of one week and shall govern the offering of overtime work.

Changes in the overtime standing that are made as a result of a settlement of a grievance will be made on the next weekly posting.

If the overtime standing of two (2) employees is equal, the senior employee of the two shall be considered low.

25. All records on overtime worked are to be shown in hours, but in hours paid rather than hours worked; that is, after conversion by multiplying the hours worked by one and one-half (1-1/2) or two (2), as the case may be.

26. When the provisions with respect to minimum pay on overtime worked apply (such as three (3) hours during the week and four (4) hours on the weekend, or a holiday in some instances) then the minimum pay is to be shown as part of the record.

27. Temporary employees and employees without telephones shall be eligible for overtime as a result of the continuation of the work day. Temporary employees and employees without telephones shall not be eligible for unscheduled callout unless all available district employees are working. Temporary employees and employees without telephones shall be eligible for scheduled overtime, provided all available employees of the department are working.

28. So long as the employee has a phone listed with the Company that is effective in making contact with him, it shall be considered he has a telephone.

The employee who rooms where there is a phone would have an "effective" phone, but if he lived in a trailer camp, motel or the like, where the only phone is in an office that is closed part of the time, or is in an outdoor phone booth, he would not have an "effective" phone.

If the employee is away from home for a period of time and the person who answers the phone has a phone number within the normal callout distance of the district where the employee can be reached, he shall be called there.

29. **Unscheduled overtime shall be charged against an employee subject to the following provisions:**

- A. The Company must make every reasonable attempt to contact each eligible employee in proper turn until they have obtained their necessary complement. Employees contacted and who report for work will be paid and charged under the normal provisions for overtime. All other eligible employees, whom the Company made an attempt to contact for such overtime, will be charged as refusing the amount of overtime charged the employee who was contacted and actually performed the work. In the case of subsequent or overlapping callouts, the overtime charged will not include any overlapping overtime hours within a given calendar day. In no event will an employee be charged with more than forty-eight (48) hours within a given calendar day.
- B. Employees who refuse scheduled overtime for any reason shall be charged as in Item A above.
- C. Employees who accept either scheduled, unscheduled or callout overtime, but fail to report for such work with less than sixteen (16) hours prior notification, shall be charged two (2) times the hours actually paid and charged to that employee who does work.
- D. The above charging provisions shall also apply to eligible employees who refuse standby duty.
- E. When employees are called for overtime, they shall be called in proper turn according to their overtime standing providing they are eligible and qualified to perform the work. In the event additional employees are required for overtime, for any reason, the Company shall return to the top of the list and again call eligible and qualified employees in proper turn.

- F. Errors made in the offering of overtime, according to the provisions of Article XII, will be corrected by reimbursement to the affected employee in the amount of the hours paid to the employee who actually worked the overtime. The hours paid for the error will be charged to the employee's hours on the overtime standing list.

Effective June 1, 1999, as an exception to the foregoing, errors made in the offering of overtime within an overtime listing can be corrected in the following manner:

1. Overtime errors will be corrected by offering the affected employee(s) the overtime opportunity equivalent in amount of hours and/or pay and location to that which he missed. The overtime opportunity will be on a scheduled basis and offered by the end of the next pay period following notification to the Company. For shift workers, the make-up period will be by the end of two (2) full shift cycles following notification.
2. The overtime correction will not be made on a callout basis.
3. Following notification of the error, if the Company does not provide an overtime make-up opportunity as outlined above, it shall automatically pay the amount in question, unless the Company disputes that an error was made. In such case, the dispute may be settled in the grievance procedure. The remedy for a finding that the Company erred will be in accordance with the first paragraph of Subsection F.
4. The hours paid for the error will be charged to the employee's hours on the overtime standing list.
5. The scheduled overtime make-up offering (of which the Union has been notified) shall take precedence over the next eligible and qualified employee(s) on the overtime list who would have been offered the

overtime had the error not been made. An employee who would have been otherwise offered the overtime that was worked by the harmed employee, shall have no claim to the make-up overtime.

- G. The Company will introduce a revised Overtime Call-Out Form that requires the signature of the supervisor making each call.

The revised form will provide the following information:

1. The name of the employee called.
2. The phone number called.
3. The time each call was placed.
4. If the call was completed.
5. The number of rings given.
6. If a busy signal was received.
7. Time of report.
8. Time of release.
9. Hours charged.

A copy of the Call-Out List used to record such calls shall be posted at the same location as the overtime standing listing for review by employees not later than the end of the next workday. Any employee affected by a callout error shall bring it to the immediate attention of his supervisor.

- H. The Company and the Union will investigate the potential of introducing a deferred overtime payment program.

Exceptions to this section are provided in Sections 13 through 18 of this Article.

30. An employee who moves to a different location and makes an earnest effort to get a telephone within a week from the time he moves, shall only be charged with the amount of overtime he would have been eligible to receive had he had a telephone. He will be eligible for the overtime work as soon as he has a telephone and has made that fact known to his supervisor. If he has not made an

earnest effort to get a telephone as stated above he shall, upon getting a telephone, be charged with the overtime of the highest employee or employees of the same classification in the same district or department.

31. Employees who cannot regularly and dependably make the trip from their homes to their headquarters within forty-five (45) minutes after being called out shall have no claim on unscheduled overtime except for overtime in connection with the extension of the work day, but they shall be charged with the amount of overtime that would have been available to them if they could have made the trip from their home to their headquarters within forty-five (45) minutes.

Employees who frequently refuse overtime work may be exempted from such work by mutual agreement of the Company and the Union.

32. If an employee occupied on scheduled work is needed on unforeseen unscheduled work which the standby man has found to require additional assistance, such employee may be assigned to this work with the right to refuse it without charge unless he is eligible on his overtime standing, and the time spent on it shall be classed as unscheduled. This assignment shall be without regard to overtime standing.

33. Scheduled and Unscheduled overtime shall be distributed as equally as possible among those employees who are eligible and qualified.

34. Employees shall be charged as described in Section 29 of this Article, except as provided in Section 13 through 18 of this Article. This includes overtime in connection with work in another classification, emergency work in another department or another location, and emergency assistance to neighboring companies.

#### **Standby**

35. An employee on standby shall only be allowed to work scheduled overtime if all available employees in his department have been offered scheduled overtime work.

36. To be eligible for standby duty an employee must reside within a distance from his regular operating headquarters that can regularly and dependably be driven in forty-five (45) minutes except that the Gary District Operating Headquarters shall be bound on the west by Indianapolis Boulevard, and the Hammond District Operating Headquarters shall be bound on the west by Torrence Avenue in Lansing, Illinois, on the east by Grant Street in Gary, and on the south by the Hammond District boundary line.

37. When an employee is not qualified or eligible or refuses the opportunity to take standby duty, such employee's record of overtime shall be charged the number of hours of overtime as is accumulated by the employee who takes the standby that was refused by the first employee as provided in Section 29.

Any employee who takes standby and otherwise refuses overtime work shall be charged in the same manner as above.

An employee who has notified his supervisor that he cannot accept standby will still be eligible for overtime.

If a sufficient number of employees are not available to provide adequate standby services, the junior qualified employee should accept the assignment.

38. When one (1) or more employees in a department are in the classification which is handling standby work, but are not qualified and/or eligible for the assignment, they shall be charged with the overtime work performed by someone else during the period that they would otherwise be serving if they were eligible and qualified. This means setting up a schedule of rotation to include the not qualified and/or eligible employees in order to know at what interval the ineligible or unqualified employee shall be charged.

In the Electric Distribution Department, Apprentice Lineman 3<sup>rd</sup> Step and above are grouped with Lineman for the equal distribution of overtime. Upon becoming eligible and qualified, an employee shall not thereafter be given an actual turn at standby until all of those who are eligible and qualified have completed a turn.

The meaning of the words "qualified" and "eligible" particularly pertains to Lineman, 3<sup>rd</sup> Step Apprentices or above, all of which classifications are considered together as one group. However, an employee who has just become a 3<sup>rd</sup> Step Apprentice Lineman may not yet be qualified to handle standby duty and may not become qualified until he has progressed to higher steps of apprenticeship or even to a Lineman. In such a case when an Apprentice enters the 3<sup>rd</sup> Step he shall be governed according to this policy until he is qualified to take standby.

When an Apprentice Lineman in any operating district reaches the 3<sup>rd</sup> Step, he shall start receiving his field training on standby work as his turn comes up.

39. When an eligible and qualified employee refuses his full turn on standby or refuses a portion of his turn, whether such refusal results in his being denied the remainder or not, he cannot thereafter claim a turn again until all other eligible and qualified employees have had an opportunity to take their turn.

When an employee refuses just a portion of his turn on standby, he shall be charged the time actually worked during the portion that he refuses; and if he refuses half or more of his turn he shall be denied the remainder of the turn and shall be charged the time actually worked during the remainder.

A regular standby turn is not necessarily seven (7) consecutive days. In some locations it is actually as few as two (2) consecutive days. Refusal or failure to take one of the two days of a turn would be considered the same as though the entire turn had been refused, for one day would represent at least half of the turn.

40. When an employee is not able to assume part of his standby turn as a result of performing emergency work outside his regular work area, he shall be eligible to assume that portion of the turn that remains when he returns to his normal duties.

41. Any Union Officer, Grievance Committeeperson, Assistant Grievance Committeeperson or Steward who is required to be off work on Union business and who is on standby may, upon his return, assume the remainder of his standby assignment.

42. If an employee regularly assigned to a standby schedule cannot cover all or part of his assigned schedule, he can trade with another eligible and qualified employee according to such rules as may be adopted on a local basis, and the provisions of Section 39 may be ignored.

43. When an employee who is scheduled for standby refuses all or part of his turn, the eligible and qualified employee who is lowest on overtime shall be offered the opportunity to replace the first man, and the time which he works is charged to the first man. If he accepts he shall cover such day or days of relief in the schedule as are required without regard to how his standing on overtime may be affected by work he does on relief. If he refuses the offer, it shall then be made to the man next lowest on overtime, and so on, until a replacement is found. Each and every man who refuses the offer is to be charged with the time actually worked. The man who accepts the opportunity to take the work shall thereafter work his regular scheduled turn as his name comes up.

44. The standby assignment shall be rotated among qualified employees in all districts, plants, or departments wherever employees are required to be on standby. The standing of an individual employee, so far as overtime is concerned, at the time he actually goes on standby, will have no bearing on his assignment to that work.

45. An employee will be paid one-half (1/2) hour for driving a Company vehicle to his home at the beginning of his standby turn and one-half (1/2) hour for returning the vehicle to Company headquarters at the end of his standby turn. This time will be paid at the applicable premium rate and will be charged against his overtime standing as time worked.

This provision will not apply to a second employee during a standby turn when the first employee cannot cover part of his turn and he trades that part with another employee.

46. When a Lineman in the Hammond District Line Department is scheduled on the midnight to 8 a.m. shift and is not able to report for work, the Company will fill the vacancy by (1) scheduling another Lineman, (2) assigning the work to the Lineman on standby or (3) if the Lineman on standby is not available, by assigning the work to the Lineman who is eligible on the overtime standing.

If the Lineman is selected from the overtime standing he shall be paid a pro rata share of the applicable standby pay allowance.

47. Only Serviceman, Job No. 681, shall be assigned standby.

48. The employee designated to standby from quitting time to 8:00 a.m. the day following, Monday to Friday, inclusive, shall receive two (2) hours' time per night at his hourly rate of pay, plus one and one-half (1-1/2) times the hours worked times his hourly rate of pay.

49. The employee designated to standby from 5:00 p.m. Saturday to 8:00 a.m. Sunday shall receive three (3) hours' time at his regular rate of pay plus premium pay for the hours actually worked according to Section 11 of Article XI.

50. The employee designated to standby on Saturday, Sunday or a holiday at 8:00 a.m. to the day following at 8:00 a.m. shall receive five (5) hours' time per day, plus time for the hours actually worked in accordance with Section 11 of Article XI.

51. The following are exceptions to the general rules stated above:

A Hammond Gas Serviceman shall standby:

A. Twelve (12) hours starting at 12:01 a.m. Sunday and receive three (3) hours' time at the hourly rate of pay plus two (2) times the hours worked times his hourly rate of pay.

B. Twelve (12) hours starting at 12:00 noon Sunday and receive three (3) hours' time at the hourly rate of pay plus two (2) times the hours worked times his hourly rate of pay.

52. When an Electric or Gas Serviceman is required to remain on call on a holiday or his day off which is other than a Sunday, he shall receive five (5) hours' time for remaining on call that day plus time for the hours actually worked, in accordance with Section 11 of Article XI.

53. When an employee other than an Electric or Gas Serviceman is required by his Supervisor to keep himself available by telephone outside regular working hours, he shall be paid according to the appropriate provisions of the preceding Sections.

54. If an employee in the same classification or lower, from the same department and location as that of an employee on standby is working on unscheduled callout work (as defined in Section 2 of this Article), and the employee on standby is unoccupied, the employee on standby shall share such unscheduled work.

55. An employee scheduled for standby duty will not be eligible nor charged for overtime work outside his normal work area that becomes available on any day that he will assume standby.

56. It is mutually agreed between the Company and the Union that employees offered overtime under the above provisions should accept such unless personal hardship would result.

57. The foregoing policy is applicable to all Districts, Plants and Departments of Northern Indiana Public Service Company, except the Construction Department.

#### **Distribution of Overtime Construction Department**

58. A. Overtime shall be distributed department-wide by classification.

Exception: Construction-Aetna Complex employees shall compete with their classification in the Construction yard.

B. The overtime in each classification shall be reviewed annually at the end of the last pay period in January.

C. After the annual review period, a list of the employees in each classification who have an inequity of more than 100 hours shall be mailed to the Construction Department Grievance Committee person and to the Union Office within thirty (30) days.

Employees whose names are not listed on the inequity list shall not be assigned overtime except extension of the workday unless all employees in that classification whose names do appear on the inequity list have been offered the work or are working.

In the event this Section is violated, the Union may resort to the grievance procedure as provided in Article V of this Agreement.

- D. Employees on this list shall be so worked to remove them from the inequity list by reducing the inequity to 100 hours or less prior to the next annual review.
- E. Overtime shall be posted every four (4) weeks, department-wide, under one heading.
- F. Errors appearing on the posting which are not brought to the Company's attention in writing prior to the next posting will become official for review purposes. An employee on vacation at the time of posting shall notify the Company of any errors in the posting in writing within two (2) weeks after his return from vacation.
- G. Working or Relief Foremen shall be charged overtime in their classification.
- H. An employee promoted or changing classifications within the Department shall assume the highest overtime of the classification for which he immediately qualifies.
- I. Construction Department Temporary Manpower Pool employees shall not work overtime when regular employees are sent home as a means to equalize overtime.
- J. An employee who has notified his Supervisor in writing that he cannot or will not accept overtime shall not be eligible for overtime for one (1) year, except for extension of the workday, but he will be charged with any overtime

he works or was offered on extension of the workday, and his name and those overtime hours shall be included on all overtime postings. If the employee, after the one (1) year period, notifies his supervisor in writing that he can and will accept overtime, he shall be returned to eligibility on the next overtime posting and shall be charged with the highest amount of overtime of any employee in his classification, or his own overtime, whichever is higher.

## ARTICLE XIII Meal Money

All Districts, Plants and Departments

1. The meal money provisions are set forth to provide for reimbursing the employee for out-of-pocket expense incurred because the employee works overtime.

The Company will establish credit arrangements, for the amount specified in paragraph 4 of this Section, at selected restaurants and each employee must sign an individual check for a meal provided by the Company at restaurants where such credit arrangements have been made.

A meal or cost of a meal as listed on the menu, excluding alcoholic beverages, will be reimbursed upon presentation of an appropriate receipt.

Meal payments will be limited to a total reimbursement not to exceed nine dollars (\$9.00) for all individual meals eaten in a restaurant.

2. If an employee is required to work continuously as much as one and one-half (1-1/2) hours beyond the normally scheduled working hours, he shall receive, in addition to overtime, a meal which shall be furnished him by the Company; or, if a meal is not furnished, he shall be paid the sum of six dollars (\$6.00) for such meal.

3. Reasonable time, but not more than thirty (30) minutes shall be allowed for meals and counted as time worked when overtime work is thereafter continued a minimum of three (3) hours.

4. If an employee is called out for overtime work one and one-half (1-1/2) hours or more prior to his regularly scheduled starting time and continues to work his stated schedule of work, he shall receive, in addition to overtime for the hours prior to the start of his stated schedule of work, a meal which shall be furnished by the Company, or if a meal is not so furnished, he shall be paid the sum of six dollars (\$6.00) for such meal. If an employee so called out does not bring his lunch, he shall have a noon meal furnished; or if such meal is not so furnished, he shall be paid the sum of six dollars (\$6.00) for such meal.

5. When work continues beyond one and one-half (1-1/2) hours after scheduled quitting time, an additional meal shall be furnished at intervals of not more than four (4) hours commencing one and one-half (1-1/2) hours after scheduled quitting time if the employee continues to work through such interval.

6. If an employee is called out to work after quitting time or is notified to return the same day for work where there is elapsed time from the completion of his regular work schedule to the beginning of such work, and works four (4) hours or more, a meal shall be furnished at the end of each interval of four (4) hours terminating one and one-half (1-1/2) hours before his scheduled starting time.

Forty-hour employees who are called and report for overtime one (1) hour or less after normal quitting time shall have that time bridged (but shall receive no pay for that time except the travel allowance provided for in Article XI, Section 17) for meal allowances according to Article XI, Section 20.

7. When an employee is required by the Company to delay his regularly scheduled noon meal longer than one (1) hour, he shall be paid a premium of one-fourth (1/4) hour at his hourly rate of pay.

8. Meal money shall be paid in accordance with the rules for a regular work day when an employee is requested before his regular quitting time the day of his last prior normally scheduled work day to work on any of his days off.

9. The travel time referred to in Article XVI, Sections 2 and 3 shall not be included in the computation of the four (4) hours worked for the purpose of determining whether or not a meal is to be furnished or paid for as provided in Section 6 of this Article.

10. Reasonable time, but not more than thirty (30) minutes, shall be allowed for meals and counted as time worked if an employee foregoes the scheduled meal one and one-half (1-1/2) hours after regular quitting time and continues to work an additional one and one-half (1-1/2) hours.

11. The time paid for eating a meal as provided in Section 3 of this Article shall not be included for the purpose of computing the elapsed time in the next four (4) hour interval at the end of which an employee would be entitled to a meal in accordance with Section 5 or 6 of this Article.

12. If any of these provisions for meal money call for furnishing more than one (1) meal in a four (4) hour period, only one (1) meal shall be furnished.

13. The following policy pertains to the generating stations, Dispatcher Operators, Operating Dispatchers, Gas Controller, and LNG Plant Attendant classifications and supersedes all other meal provisions.

- A. In lieu of the former meal money paid to employees, employees shall receive two dollars and fifty cents (\$2.50) per hour for each full hour for overtime actually worked in addition to other applicable overtime payments. This payment shall be part of the employee's regular bi-weekly paycheck but shall not be included in calculating holiday and vacation pay, and shall not be included in any grievance settlement or arbitration award payment involving overtime issues.
- B. Employees shall be responsible for providing their own meals during overtime situations.
- C. The Company shall provide and maintain refrigerators and stoves for employees' use.
- D. The Company and Union agree to mutually resolve any problems dealing with the vending machines in the generating stations.

## ARTICLE XIV Sick Leave

1. Sick Leave benefits shall be granted to an employee who has at least six (6) months' seniority in this bargaining unit, commencing not later than the first (1st) scheduled day of a disability caused by personal illness or injury sustained off the job, including disability due to pregnancy and childbirth or related medical conditions, and occurring after the effective date of this Agreement. Such employee shall receive eighty percent (80%) of his base pay during the period of disability in any one (1) calendar year or for any one (1) continuous disability.

2. For employees hired prior to June 1, 2004, the maximum period during which such Sick Leave benefits will be allowed shall be determined by the seniority of the employee at the time the sickness or injury occurs according to the following schedule:

6 months but less than 1 year --	1 week
1 year but less than 2 years --	4 weeks
2 years but less than 3 years --	7 weeks
3 years but less than 4 years --	10 weeks
4 years but less than 5 years --	13 weeks
5 years but less than 10 years --	18 weeks
10 years but less than 15 years --	30 weeks
15 years but less than 20 years --	39 weeks
20 years but less than 25 years --	44 weeks
25 years and over --	52 weeks

A. For employees hired on or after June 1, 2004, the maximum period during which sick leave benefits will be allowed shall be determined by the seniority of the employee at the time the sickness or injury occurs according to the following schedule. Such employees shall receive eighty percent (80%) of his base pay during the period of disability in any one (1) calendar year or for any one (1) continuous disability.

<u>6 months but less than 1 year --</u>	<u>1 week</u>
<u>1 year but less than 2 years --</u>	<u>4 weeks</u>
<u>2 years but less than 3 years --</u>	<u>7 weeks</u>
<u>3 years but less than 4 years --</u>	<u>10 weeks</u>
<u>4 years but less than 5 years --</u>	<u>13 weeks</u>
<u>5 years but less than 10 years --</u>	<u>18 weeks</u>
<u>10 years and over --</u>	<u>26 weeks</u>

Any employee requiring sick leave in excess of twenty-six (26) weeks shall apply for long-term disability benefits through the insurance carrier.

Long-term disability benefits pays 50 percent (50%) of employee's base salary (employee may purchase an additional ten percent (10%). The benefit would end after two (2) years if the employee cannot perform his job, and would continue to age 65 if the employee cannot perform any Bargaining Unit job.

3. An employee who is injured in the course of his employment with the Company and is receiving weekly compensation as provided by the Indiana Workers' Compensation Act, shall be granted Sick Leave benefits commencing with the day following such injury and continue for the length of the injury or the termination of the case through a settlement by the Industrial Board. Such employee shall receive as Sick Leave benefits, in addition to the weekly compensation provided by the Indiana Workers' Compensation Act, the difference between his base pay and weekly compensation for the first twenty-six (26) weeks of disability; and thereafter, the difference between eighty percent (80%) of his base pay and the weekly compensation. In the event the Company becomes liable for the payment of compensation under said Compensation Act retroactively for the first seven (7) days of such disability, no further payment for said first seven (7) days shall be due the employee, but the Company shall credit against Sick Leave payments the amount of such retroactive liability for compensation payment for the first seven (7) days.

4. Wage allowance herein for: (1) absences due to occupational injury occurring in the course of employment with the Company and (2) absences due to personal illness or injury shall be computed separately and neither one of the two shall be charged against the allowance herein for the other.

5. If the Company contests the fact that an injury did in fact occur on the job, and the employee is refused the provisions set forth in this Article for an on-the-job injury, he shall be granted sick leave without prejudice or precedent pending the outcome of any Workers' Compensation case.

Any and all medical expenses incurred by the injured shall be paid by the Company on the same basis as provided by the Group Medical Plan. In the event said Compensation Case is declared in favor of the Company, said expense will then be payable by the Group Insurance carrier. It is the Intent of this paragraph to provide medical services in advance of a determination of a disputed Workers' Compensation case and it is not intended that a double medical expense liability be created for the Company.

Medical services shall be by a designated Company doctor. In the event the employee then chooses to go to his personal doctor who disagrees with the Company doctor, the employee's doctor shall confer with the Company doctor with his diagnosis. If the Company doctor should disagree with the employee's doctor, the Chief Company Doctor shall obtain an opinion from a third doctor, whose opinion will be accepted as final. The third doctor shall not be another Company doctor.

6. Holidays observed by the Company that occur when an employee is receiving Sick Leave benefits will be paid according to Section 7 of Article VII and will not be charged against the eligibility period listed in Section 2 of this Article.

7. Payments shall be made biweekly and payments for fractions of a week shall be appropriately adjusted.

8. Successive disabilities shall be deemed one continuous disability if due to the same cause and separated by fourteen (14) days or less.

9. Benefits shall be paid upon receipt of a written statement from a physician licensed to practice medicine, a licensed Nurse Practitioner, or a licensed Physician's Assistant, on the form attached as Exhibit 1, to the effect that the employee is disabled and unable to perform his regular job due to personal illness or injury sustained off the job. Additional statements from the employee's physician may be requested by the Company from time to time during periods of prolonged illness.

The Administrator of the Sick Leave Program may request, not as a routine matter but only when he has reasonable cause to question the basis of an employee's claim for sick leave benefits, that such employee who has filed a claim for sick leave benefits authorizes release (by the form attached as Exhibit 2) to the Chief Company Doctor of medical information relating to and necessary to process that employee's claim for such benefits. The Company shall reimburse the employee for the cost of obtaining the records, should there be any, when the sick leave claim is substantiated. No benefits shall be paid on that claim unless and until the medical information necessary to support and substantiate the employee's claim is received by the Chief Company Doctor. After receipt of such medical information, the Chief Company Doctor, if he deems it necessary and upon reasonable advance notice to the claimant, shall have the right to order an examination of the claimant prior to payment by the Company of any sick leave benefits. Any examination ordered shall be by a Company Doctor chosen by the employee from a list provided by the Company, at Company expense. In the event the Company Doctor and the employee's personal Doctor do not agree the local medical society shall name a doctor to examine the employee at Company expense. The report of such doctor shall be final.

10. The employee shall notify his Supervisor of such personal illness or injury as soon as possible. A complete report shall be furnished on the form provided at the earliest possible date following the occurrence of the disability.

11. A. Benefits will not be paid to an employee for an accident arising out of or in the course of any employment for wages or profit not with the Company.
- B. Sick leave benefits will be paid to an employee otherwise eligible therefor under this Article XIV if the employee is confined for treatment of alcoholism or chemical dependency in a hospital or other recognized treatment facility. Sick leave benefits under this paragraph B shall be payable only for one occasion of such treatment and for no more than four (4) weeks, or such lesser period of benefits for which the employee may be eligible under Section 2 of this Article. The Company will provide one unpaid leave of absence, if required, for a subsequent treatment session. Further assistance or treatment requirements will be examined by the Company on a case-by-case basis.

12. The hourly rate upon which Sick Leave payments are calculated shall include Equipment Bonus and Working Foreman Bonus as detailed in Article XX of this Agreement if such bonus has been paid for at least One Thousand and Forty (1040) hours during the twelve (12) month period preceding the date of the sickness or injury, and if such equipment bonus has been earned at various rates, that one on which the most hours have been worked shall be used in computing the Sick Leave payment.

13. Examination of the employee by a Company doctor at Company expense and determination of his physical ability to return to work after being off due to illness or injury shall be confined to the sickness or injury that caused the loss of time, but the employee shall return to work only if able to perform the work assigned to him and do so with safety for himself and his fellow workers.

- A. If the Company doctor should disagree with the employee's doctor regarding the employee's ability to return to work, the Chief Company Doctor shall obtain an opinion from a third doctor whose opinion will be accepted as final. The third doctor shall not be another Company doctor.
- B. Any unrelated conditions revealed by the examination shall be reported to the Company by its doctor together with recommendations as to the procedures and/or treatments necessary to correct, minimize or improve such conditions and such shall be immediately transmitted to the employee for his information and guidance, but such shall not be a factor in determining whether or not the employee shall return to work if the employee's ability to properly perform the work assigned to him with safety to himself and his fellow workers is not affected.

**ARTICLE XV**  
**Bulletin Boards**

1. The Company agrees to provide space for and furnish separate bulletin boards for posting of notices of the Union addressed to its members. Such bulletin boards shall be maintained at each of the principal places of business of the Company at which large groups of members of the Union are required to report. The Union shall not be entitled to post notices on any bulletin board maintained by the Company other than those specifically provided hereinabove.

**ARTICLE XVI**  
**Travel Time and Transportation**

1. Travel from the headquarters to the job and from the job to the headquarters shall be counted as work performed. All employees shall commence and finish their day's work at the designated headquarters. Consuming excess time, lingering or loitering in travel to and from the job shall be cause for discipline or deduction of time.

2. Travel time from the employee's home to headquarters will not be paid for when an employee is notified before his regular quitting time to report the following day or days in advance of his usual starting time to lengthen the work day except as provided by Section 16, Article XI hereof.

3. Travel time from the employee's home to headquarters will not be paid when an employee is requested before quitting time on his last previous day of work to work on either or both of his days off.

4. When employees other than those whose headquarters are in the LaPorte District are sent to the Training Center at LaPorte for schooling, local management shall dictate the mode of transportation to be used and shall reimburse the employee on the basis of the mode of transportation designated and used. When employees are required by the Company to operate their personal cars, they will be allowed twenty-eight cents (28¢), or the maximum applicable government allowance, whichever is greater, per mile. If public transportation is designated the established fare will be allowed in each individual case. Effective June 1, 1995, employees will be required to operate their personal vehicles.

5. When employees other than those whose headquarters are in the LaPorte District are sent to the Training Center at LaPorte for schooling, they shall receive a pay allowance at their regular rate of pay for travel to and from the school according to the following schedule when such travel is during regular working hours; otherwise the schedule below shall be converted to premium:

- A. L.N.G. Plant, Michigan City, Michigan City Generating Station and North Liberty -- 1/2 hour each way.

- B. Bailly Generating Station, Chesterton, Knox, Kouts and Valparaiso -- 3/4 hour each way.
- C. Construction-Aetna Complex, Crown Point, Gary, Hobart, Medaryville, Plymouth, R. M. Schahfer Generating Station, South Bend and Winamac -- 1 hour each way.
- D. East Chicago -- Gas Transmission and Storage, Hammond, Lowell, Dean H. Mitchell Generating Station and Nappanee -- 1-1/4 hours each way.
- E. Elkhart, Goshen, Monticello, Rochester and Warsaw -- 1-1/2 hours each way.
- F. Logansport and Morocco -- 1-3/4 hours each way.
- G. Columbia City, Delphi, LaGrange and Peru -- 2 hours each way.
- H. Fowler, Kentland and Wabash -- 2-1/4 hours each way.
- I. Angola, Fort Wayne, Pine Village and Waterloo -- 2-1/2 hours each way.
- J. Bluffton -- 2-3/4 hours each way.
- K. Decatur and Geneva -- 3 hours each way.

6. In the event the training period starts after lunch one day and ends at lunch of a subsequent day, travel one way on the above schedules shall apply on the first and last day of the training period, except that employees who are housed at Company expense according to Section 7 of this Article shall not be entitled to any travel time on the above schedules. All employees will attend such schools without loss of base pay.

The Working or Relief Foreman bonus will be added to the base pay of those employees who attend such schools designed to upgrade their performance in their present job classification and who would have been eligible to receive the bonus on the day or days they attend these schools.

7. The Company reserves the right to house at Company expense employees in categories B to K inclusive of Section 5 of this Article in LaPorte during the school period, in which event the employee will receive travel time allowance at the beginning and end of the school period unless otherwise provided by Section 6 of this Article. Such employees will be paid an expense allowance of eighteen dollars (\$18.00) for each full day of housing or five dollars (\$5.00) for each of the first two-thirds (2/3) of a day and eight dollars (\$8.00) for the last one-third (1/3) of a day of such housing, which sum shall be in addition to the cost of housing the travel allowance specified in Section 5 of this Article, and shall cover local transportation, meals and all other expenses. Those traveling to and from their homes each day from any of the locations in the categories in Section 5 of this Article shall be paid expenses for one-third (1/3) of a day.

*Employees in the LaPorte District will receive one-third (1/3) day allowance (\$5.00) while attending school at the Training Center.*

8. When Construction Department employees are requested by the Company to move from one job to another, and the job assignment is for four (4) weeks or longer, the Company shall, at the employee's election, pay moving expenses up to an amount of sixty dollars (\$60.00) for moving the employee's household effects to a point within the territory served by the Company which is within ten (10) miles of the job assignment.

9. Construction Department employees who do not take advantage of the moving allowance provided in Section 8 of this Article shall be allowed expense or travel money in accordance with the following:

- A. The distance referred to hereinafter shall be the distance between (1) the employee's designated headquarters, and (2) the designated headquarters nearest the employee's job location with the points of measurement being the established gateways of those designated headquarters as set forth in Section 10 of this Article.
- B. If the employee reports to the job location and the distance as determined above is less than twenty-five (25) miles, Section 13 of this Article shall govern; otherwise there shall be no allowance.

- C. If the distance as determined above is twenty-five (25) miles or more the allowance shall be forty-five cents (45¢) per mile per day for the one-way mileage as determined above if the employee reports to headquarters and, if the employee reports to the job, Section 13 of this Article shall apply in addition.
- D. There shall be no limit on the number of days the employee is entitled to an allowance under the above provisions providing the employee works or reports for work.
- E. An employee may be transported from the headquarters to which he had reported to the job location on the first day on a specific job. If the job lasts longer than the one day the employee may be transported to the job, but the distance shall be determined from his designated headquarters to the headquarters nearest the job location for determining the travel allowance.
- F. Construction Department employees permanently assigned to one headquarters shall not be eligible for the above allowances unless the employee is temporarily assigned elsewhere, in which case he will receive expenses in the same manner that is done with District employees.
- G. Employees working out of and back to the same headquarters or job location within the same day shall be considered as having been at the same headquarters or job location all day if transportation during the day is supplied at Company expense. If the employee's work is such that the headquarters at the end of the day is different than at the start of the day, the most distant headquarters involved during the day shall govern.
- H. Construction Department employees may use their expense allowance either to live at the job location or, if the situation permits, to commute home each day -- so long as the employee is able to meet his work schedule. Employees who wish to leave their personal cars at the Aetna Headquarters will be provided with storage space within locked gates.

- I. Whenever Crane Operators or Truck Drivers are required to move Company equipment for work in another location, the Company will return the employee to his automobile on the first (1st) day at the employee's request.
- J. Any pertinent but contradictory contractual or other agreements of the past are superseded hereby.
- K. The designated headquarters of a Construction Department employee as of the date of this agreement cannot be changed for the purpose of the above allowance, and shall govern thereafter unless changed by the mutual agreement of the Company and the Union or by one of the following:
  - (1) The designated headquarters at the time of employment for those employed in the Construction Department after the date of the agreement shall be the designated headquarters assigned at that time and shall govern thereafter unless changed in accordance with this section.
  - (2) Successful bidders into or within the Construction Department shall assume as their designated headquarters the headquarters for which the job vacancy was posted.
  - (3) Effective on the date of this Agreement, whenever an employee appropriates a job within the Construction Department in accordance with Article VI, Section 9, he shall assume as his designated headquarters, the headquarters of the employee who was originally displaced. He will, however, receive mileage allowance in accordance with Article XVI, Section 9, as measured from the headquarters nearest his home for a period of one (1) year.

All permanent vacancies in the Construction Department will be posted Company-wide giving first priority to those employees in the Construction Department with the same classification who desire a

change of headquarters not affecting provisions of Article VI, Section 9. Construction Department employees bidding in this manner will assume the headquarters of the bid but continue to receive mileage allowance as measured from the *headquarters nearest his home for the remainder of the one (1) year period.*

At the end of the one (1) year, the Company and the Union will review the employee who, as a result of the job appropriation process, has assumed as his designated headquarters that headquarters of the employee who was originally displaced and who has been unsuccessful through the bidding process, but has made a reasonable attempt to acquire a more desirable headquarters through the available opportunities, to determine if an extension of the mileage allowance from that headquarters nearest his home is warranted. Additional extensions granted in this manner will not exceed ninety (90) days per review.

Those employees who have not made a reasonable effort will assume that headquarters of the employee who was originally displaced or the closest available headquarters to his home.

- (4) If an employee becomes the successful bidder for a vacancy within the department that is the same classification as his own, his designated headquarters shall become the one for which the vacancy was posted.
- (5) If an employee leaves the Construction Department and then returns for any reason other than those specified above, his designated headquarters shall be the same as when he left.

- L. The Company may mail the checks due as provided in this Section to the employee's home by delivering the checks to the U. S. Post Office in Hammond or Gary, Indiana, on or before two (2) days before the day they are due.

If the employee has not received the expense check by the Tuesday following the day expense checks are due, the Company upon notification will re-issue the employee's check and shall deliver the check to said employee by end of the next working day.

Checks should be addressed to the address which has been provided to the Company by the employee at least fifteen (15) days before the day they are due and notice of a change of address that is received after that day will be considered for the next pay period.

10. The following shall be regarded as designated Construction Headquarters with distances measured according to Section 9A above:

Angola	Knox
Bluffton	Kouts
By-Products Plant (See East Chicago)	LaGrange
Chesterton	LaPorte
Columbia City	Logansport
Construction-Aetna Complex*	Lowell
Crown Point	Medaryville
Decatur	Michigan City (Greenwood Ave.)
Delphi	Monticello
East Chicago	Morocco
(By-Product Plant)	Nappanee
Elkhart	North Liberty
Fort Wayne	Peru
Fowler	Pine Village
Gary-(D.H. Mitchell St.)	Plymouth
Geneva	Rochester
Goshen	South Bend
	Valparaiso
	Wabash

Hammond-(Chicago &  
Elm Sts.) (167th Street)  
Hobart  
Kentland

Waterloo  
Warsaw  
Winamac  
\*See attached Exhibit 3

11. One of the above headquarters or locations shall be designated as headquarters for each crew, and such designated headquarters shall be that one located nearest to the job location, except that the Company shall not be required to change the designated headquarters for one continuing job more often than every two (2) weeks although it may change more frequently at its discretion.

12. Each crew assigned to any of the above locations shall have a definite point designated as headquarters, which point will be Company property or a location provided by the Company, and such designated headquarters will not be changed without such change constituting a change of headquarters as regards expense or travel allowance.

13. Notwithstanding the above, and without affecting the influence of the designated headquarters on the allowance of expenses as covered by Section 9 above, the Manager of Construction, or his representative, may instruct the employees to report to the job location. The job location is understood to be any point other than the employee's designated headquarters at which the day's work of the crew will start and to which the employees will be returned on Company time and at Company expense at the end of the day. If the job location is so designated each employee, other than those designated to move mechanical equipment which is stored at the designated headquarters to or from the job location, shall receive the sum of four dollars and seventy-five cents (\$4.75) each day in lieu of travel time to and from the job location each day. The employees are given permission to avail themselves of such Company transportation as may be traveling to the job location, but responsibility for arrival at or departure from the job location under these conditions rests entirely with the employee. The schedule or routing of Company equipment will not be adjusted for the convenience of employees under these conditions. Those who use Company transportation in the manner just described shall receive the same allowance as those who travel directly to the job location, and they shall also assume any loss of working time due to late arrival or early departure of Company transportation. This allowance shall be in addition to the time actually worked. Those assigned to move mechanical equipment which is stored at the designated

headquarters to and from the job location shall receive pay for the time actually worked and shall not receive the allowance in lieu of travel time.

14. When employees are required by the Company to operate their personal cars for any reason during periods when they are receiving their regular rate of pay either on straight or premium time shall be reimbursed for such operation at the rate of twenty-eight cents (28¢), or the maximum applicable government allowance, whichever is greater, per mile. This does not change or modify Section 9.C of this Article. Effective June 1, 1995, employees will be required to operate their personal vehicles.

15. To be eligible for the expense allowances provided for in this Article, the employee must work at least two (2) hours of their regular scheduled hours for that day.

16. Meter Readers who operate their personal cars for any reason during periods when they are receiving their regular rate of pay either on straight-time or premium time shall have the option of reimbursement for such operation at the rate of twenty-eight cents (28¢) or the maximum government allowance per mile or twelve dollars (\$12.00) per day. Effective June 1, 1993, Meter Readers will be required to operate their personal vehicles. On or after June 1, 2006, the Company agrees to meet, at the Union's request, to review the Meter Reader Vehicle Reimbursement Program.

17. The Company and the Union may elect by local mutual agreement to have employees participate in working from home. These local voluntary agreements will include a thirty (30) day escape clause. For work from home employees, the employee's day, and associated compensation, will begin and end at the site of the employee's home. Overtime travel pay as described in Article XI, Section 17, is not applicable. Local agreements will be forwarded to the respective parties.

## ARTICLE XVII General Working Conditions

1. The Supervisor shall not perform any work which is normally done by the employees in the bargaining unit except for the purposes of education and instruction. In cases of emergency, he may perform such work if all other available qualified employees in the bargaining unit are also working.

2. A. It is the Company's intention and policy to use its employees covered by this Agreement when reasonable and practicable to perform work of the type normally and regularly performed by such employees, and to minimize the performance of such work by outside contractors. It is not the Company's intention or policy to replace its employees covered by this Agreement, or to limit their contractual opportunities for work or advancement, by the use of outside contractors.

B. In determining whether or not to exercise its right to contract out work of the type normally and regularly performed by employees covered by this Agreement, the Company will consider among other factors:

- 1) the size, scope and complexity of the work, and the time within which it must be completed;
- 2) the availability of a sufficient number of bargaining unit employees possessing the skills and qualifications necessary for timely performance of the work;
- 3) the availability of the required amount and type of Company equipment necessary for timely performance of the work by bargaining unit employees; and
- 4) the relative cost to the Company of having the work performed by bargaining unit employees or by outside contractors.

C. In further recognition of the Union's concern about the contracting out of such work, at the Union's request, the Company and Union will meet periodically, at reasonable frequencies, with authorized Union representatives to review the subject of contracting out of such work.

D. It is not the intention of the Company to contract out base-load daily work. The Company will have met its obligation under this sub-section if it does not utilize contractors to perform daily work in certain agreed to work locations for any eight (8) week continuous period during a twelve (12) month period.

If during any twelve (12) month measurement period, it is found that there is not an eight (8) continuous week period where contractors are not performing daily work, the Company shall initiate action to remedy the situation. If, after another six (6) months, the situation has not been remedied, the Company agrees to increase staffing to a level that would have been required to meet the eight (8) week requirement.

See Letter of Understanding For Utilization and Administration of the Full Time Equivalent Formula (FTE) on pages 195, 196 and 197.

E. Any grievances submitted over the contracting out of work shall not be subject to Step 2 of the grievance procedure contained in Article V, Section 3, of this Agreement. Rather, if the dispute is not resolved through Step 1 of the grievance procedure, the Union may advance it to the parties' joint Contracting Out Committee. The Contracting Out Committee shall review the grievance and shall have full authority to settle, adjust, or otherwise resolve the grievance. If the Contracting Out Committee is unable to resolve the grievance within one hundred twenty (120) calendar days of the event causing the grievance, the grievance shall be considered closed, unless, within sixty (60) working days (Saturday, Sundays and Holidays

excluded) following the expiration of this one hundred twenty (120) day period, the Union sends written notice of intent to proceed to Step 3 of Article V, Section 3, to the Company.

3. The Company and the Union recognize the fact that temperatures, wind, or precipitation, or varying combinations of these factors produce conditions of weather under which work should continue only in the event of emergency. The Union recognizes that the outside worker, in electing to follow outside work, accepts reasonable discomfort from *minimums of temperature and precipitation or maximums of wind* and does not feel that such reasonable discomfort should justify suspension of work. The Company recognizes that there are limits of temperatures, wind and precipitation beyond which discomfort is unreasonable. The Company does not wish these reasonable limits of rain, snow, wind velocity or temperature exceeded and, when confronted by them, the work should be modified or suspended to meet the conditions. It is further recognized that there are conditions of weather under which work on the ground is tolerable, but when work on elevated structures is not. Due allowances are to be made for such conditions. In any event, it is agreed that when the combination of wind velocity and temperature is 20 M.P.H. or more and plus 15°F, or below, or temperature alone is 0°F, or below, outside work shall be suspended. Work on elevated structures shall be suspended ~~when~~ the wind velocity is 15 M.P.H. or more and temperature is plus 15°F, or less, or temperature alone is 5°F, or less. The Supervisor and employees shall confer on borderline situations and attempt to reach a mutual agreement. When controversies arise, they shall be disposed of with dispatch and the Grievance Procedure may be immediately employed in so doing.

4. In severe inclement weather no employee shall have his normal work changed to perform non-emergency outdoor work of the character normally performed by others.

5. An emergency shall exist when acts beyond the Company's control endanger public property, Company property, public health and safety, and continuity of utility service is threatened or interrupted.

6. The Company shall furnish appropriate wearing apparel for identification purposes to employees who regularly enter residential or

commercial customers' premises and contact the customer for the purpose of transacting Company business, and employees furnished such wearing apparel shall wear it only during their assigned work periods according to the directions of their Supervisor.

7. When an employee is absent from work while performing compulsory jury service, or is appearing as a witness to a coroner's jury or inquest as a result of a subpoena served because the employee witnessed the accident during working hours, such absence will be granted without loss of base pay at the regular hourly rate.

Any employees who are scheduled to work the evening and night shifts on days they are also scheduled to perform court service according to this Section may be absent from work during their regular scheduled shift for that day and will be granted base pay at their regular hourly rate plus the applicable shift premium.

A regular full-time employee who is subpoenaed to appear as a witness in a case in which he is not a party, shall be excused to be in attendance and will be paid one half (1/2) his regular base rate.

Payments in connection with this Section will be made only if the employee presents evidence to his supervisor indicating that he has been called for the court service as indicated in his request to be absent from work.

8. Time off without loss of base pay in connection with the funeral of those relatives named below shall be granted full-time employees having at least six (6) months of seniority, with such time off being allowed between the time of death to and including the day following the funeral. If the day following the funeral falls on Saturday or Sunday, then the Monday following the funeral will be allowed off. The time off allowed under this section will be, as follows:

- A. A maximum of five (5) regularly scheduled workdays following the death of the employee's wife, husband or child.
- B. A maximum of four (4) regularly scheduled workdays following the death of the employee's father, mother, step-father, step-mother, step-child, brother, sister, half-brother, half-sister, foster child or foster parent.

- C. A maximum of two (2) regularly scheduled workdays following the death of the employee's grandmother, grandfather, father-in-law, mother-in-law, grandchild, sister-in-law, brother-in-law, step-brother or step-sister.
- D. When an employee is on vacation and the death of the spouse, child, stepchild, foster child, father or mother occurs whereas provisions for base wages are otherwise made under this Article, the employee may extend his vacation period to include the number of days allotted.

9. The Company will pay straight time base wages to an employee for time required to visit a doctor's office to take "shots" as a result of being bitten by a dog during working hours.

10. During the term of this Agreement, the Company will pay base wages for employees designated by the Union performing authorized Union business. The Union shall notify the Manager of Labor Relations of the Union representative(s) hours to be charged until the aggregate of such payments total, but does not exceed ten thousand (10,000) man-hours of the term of the contract. Additionally, any unused hours from the 1999 Agreement will be carried over to the 2004 Agreement. Such unused hours must be charged before June 1, 2006.

11. In the event the maximum man-hours for the term of the contract have been charged off, the Company will continue to pay a maximum of five (5) authorized members of the Union Negotiating Committee for any regular scheduled hours those members spend in Company-Union Negotiation Meetings.

12. A leave of absence not exceeding thirty (30) days for any valid reason other than sickness or injury shall be granted an employee having six (6) months or more of seniority in this bargaining unit provided application is made at least seven (7) days prior to the start of such leave. Leaves in excess of thirty (30) days other than those granted when sick leave expires or for military service shall be submitted through the Union and shall be subject to approval of the Company.

13. Leaves of absence for disability due to sickness or injury, including disability due to pregnancy and childbirth or related medical conditions, for any period beyond the period for which sick leave benefits are payable under Section 2 of Article XIV, will be granted only on the basis of a valid statement from a physician licensed to practice medicine, a licensed Nurse Practitioner, or a licensed Physician's Assistant that the employee continues to be temporarily disabled and unable to return to work. If the leave of absence exceeds one (1) month, the Company shall have the right to request periodically a doctor's statement certifying that the employee continues to be temporarily disabled and unable to return to work. Any dispute regarding the employee's continued disability or inability to return to work shall be resolved pursuant to the provisions of Section 13 of Article XIV. Upon return to work, the employee shall have the right to resume her/his regular classification held at the time the leave was granted. Failure to return from such leave shall constitute termination of service by resignation as of the last day of active employment.

14. The Maintenance Support Group may perform designated mechanical maintenance assignments in the Company's Generating Station. The Maintenance Support Group may be assigned to supplement the existing work force at a generating station during a scheduled outage. The support group will not be assigned for outages of short duration.

A. Crew Complement

1. The Company will staff the Maintenance Support Group with available Mechanical Maintenance, Electrical Maintenance and I&C Department employees from the other generating stations by classification.
2. Prior to each scheduled outage requiring the assistance of the Support Group, the Company will offer available positions on the Support Group to employees based on their Company seniority at their respective station.
3. Employees assigned to the Support Group will, for the duration of their assignment, be considered as part of the complement of the outage location.

4. Assignments to the Support Group will continue until released by the outage location or until the outage assignment is completed.
5. Employees assigned to the Support Group will be informed of (i) Shift group assignments, and (ii) starting times prior to reporting to the outage location per current contract.

B. Compensation

1. Regular rate of pay.

The rates of pay for Job Number 235, Station Mechanic; Job Number 236, Apprentice Station Mechanic; Job Number 233, Certified Station Welder; Job No. 216, Station Electrician; Job No. 217, Apprentice Station Electrician; Job No. 240, Instrument and Chemical Technician; and Job No. 241, Apprentice Instrument and Chemical Technician, are listed in Schedule A of the current Agreement.

2. Allowance for Support Group assignments while at another location.

In lieu of mileage and reporting pay, the employees assigned to the Maintenance Support Group will receive an allowance of one hour at his regular straight-time rate of pay for each scheduled day when at least five (5) hours of that schedule are worked. This allowance will not be considered as hours worked for any contract provisions such as sick leave, vacation pay, meal money, etc. The allowance shall not be considered as time worked. This allowance will also apply for any work which is scheduled overtime.

C. Station Mechanic Hand Tools.

1. The Company will furnish tools to the employees in the Maintenance Support Group.

D. Distribution of Overtime

1. Overtime will be offered to Support Group employees as per the current Contract and the terms contained in this Agreement regarding distribution of overtime.
2. While assigned to an outage location, employees in the Support Group will be added to the overtime list at the outage location. They shall be charged with an amount of overtime equal to the greatest amount charged to any employees of the same classification at the outage location. Support Group employees will then be offered overtime while assigned to that outage location, as if that were their permanent location.
3. For the duration of their assignment, the Support Group employees shall not be eligible for overtime at their home location, and their overtime hours charged will remain unchanged at their home location.
4. At the conclusion of an outage assignment, the Support Group employees returning to their home location will be charged all overtime hours accumulated while at the outage location. These accumulation of hours will be added to the employees' home location overtime list on the next posting.
5. Support Group employees are eligible for overtime at only one location at any one time.
  - (i) Overtime eligibility at the outage location shall begin at 12:01 a.m. (or start of midnight shift) on the day the employee is assigned to that location.

- (ii) Overtime eligibility at the employee's home location shall begin at 12:01 a.m. (or start of midnight shift) on the day of the employee's 1st regular scheduled work day back at his home location.

E. Meal Money

Employees assigned to the Support Group shall not be entitled to any special meal provisions. For the duration of their assignment, the outage location will be considered the employee's home location for purposes of applying "Article XIII-Meal Money" of the Current Labor Agreement.

F. General

The Maintenance Support Group must be mutually beneficial to the Company and the Union. If the expected benefits are not realized, the Maintenance Support Group agreement may be renegotiated or dissolved at the request of either party by providing sixty (60) days written notice to the other party.

15. When an employee is to be sent to another location overnight or longer, he shall, whenever possible, be given notice not later than the end of his last scheduled day prior to such move and, if not so notified, shall have the opportunity to obtain his personal effects without loss of base pay before leaving for the new location.

16. All disputes and controversies arising under or in connection with the terms or provisions hereof that pertain to civil rights, shall be subject to the civil rights procedure hereinafter set forth:

A joint Company-Union Civil Rights Committee shall be established to discuss civil rights matters that have been processed through the Local Union Screening Committee.

The Local Union representatives will include the President, Chairman of the Grievance Committee, and two (2) representatives from the Local Union Civil Rights Committee.

This committee should be composed of members of both Local Union 12775 and Local Union 13796.

The Company representatives will include the Company's Affirmative Action Representative and three (3) other Company members.

This committee will meet quarterly throughout the calendar year at a mutually agreed-upon location.

Prior to such meeting, the Company and the Union will submit to the other an agenda of the items to be discussed, if available.

Minutes of the meetings will be prepared jointly by the Union and the Company prior to submission to the Union International Civil Rights Department.

17. Wherever the words "he" or "his" are used in this Agreement, such shall be interpreted to include female employees.

18. The Company shall prepare and post on the Union bulletin boards a seniority list by departments as of December 15 of each year. Such lists shall be posted not later than January 2, shall remain posted until February 1.

19. The Company shall furnish to the office of the United Steelworkers in Plymouth and the office of the Financial Secretary computer print-out lists that are available that will provide a list of the home addresses, social security numbers, seniority dates, job classifications and ages of all employees in the bargaining unit as of January 1 of each year.

20. At the close of each month the Company shall prepare and post on Union bulletin boards, on a local basis in the districts and departments, a list showing permanent changes in classifications of employees whose classifications are contained in this Agreement which do not occur through the bidding procedure prescribed in Section 12 of Article VI and temporary changes in effect for more than three (3) weeks which are not occasioned by the vacation, sick leave, compensable absence or leave of absence of employees whose classifications are contained in this Agreement.

21. All bargaining unit employees shall be accorded the opportunity to participate in the Northern Indiana Public Service Company Tax Deferred Savings Plan ("401K Program") within forty-five (45) days after ratification of this Agreement. Such participation shall be subject to all applicable legal, administrative and eligibility requirements governing the 401K Program which may be in effect from time to time.

The bargaining unit and non-bargaining unit employees shall be in separate but identical 401K Programs. There shall be no loss of benefits to the bargaining unit employees from being in a separate but identical 401K Program.

The separate 401K Programs shall remain identical. Any further benefit changes made to the non-bargaining unit 401K Program shall be made simultaneously to the bargaining unit 401K Program.

The Company agrees to explain the 401K Program to all bargaining unit employees on Company time during the first calendar quarter of 1988.

## ARTICLE XVIII Health and Safety

1. The Company shall provide a sufficient supply of the specific devices and equipment and adopt such rules and practices as are required to insure that all reasonable provisions are made for the safety and health of its employees. The immediate Supervisor shall be responsible for seeing to it that rules and practices are observed and that such protective devices and equipment as are provided are used.

- A. Welding gloves shall be furnished to employees who are required to use welding equipment in the course of their duties with the Company. Such gloves shall be kept in a container with the welding equipment or at some other appropriate place when the employee is not using the welding equipment. Suitable gloves shall be furnished to employees of the Electric Cable Department to be used only when handling molten metal, hot oil or hot compound. At all other times they shall be kept in suitable containers.

2. The employees shall use and make every effort to preserve the devices and equipment provided for their safety, and shall observe the rules and practices applicable to the work.

3. The Company shall furnish a report of the findings of a lost time or automotive accident to the employee and, with his consent, will send a copy to the Local Union office in Portage and the home address of the Grievance Committeeperson.

*In Board of Review hearings in connection with lost time accidents, the local Grievance Committeeperson may represent the employee in lieu of the Steward as provided in Article V, Section 2.*

4. When an employee is injured on the job the Company shall immediately, or as soon as it is possible, arrange to have the employee transferred to such medical facility that would provide the injured employee with the proper care for the injury he has received.

If an employee is injured on the job and is to be treated as an inpatient in a hospital, the Company will notify the Local Union office in Portage as soon as practically possible.

5. Coal Handlers and Station Mechanics, FGD Operators and Station Operators, who are regularly exposed to coal dust and/or lime dust contamination may, upon their request, be given a chest X-Ray at Company expense by a Company doctor once each year.

6. In local safety meetings, which will be held four (4) times a year, one (1) bargaining unit employee designated by the Union, and one (1) Supervisory employee shall function as Co-Chairmen with equal status. Another bargaining unit employee shall function as Secretary. Minutes of the meeting shall be prepared by the Secretary and signed by him before copies are distributed.

7. A Representative or Representatives of the Health and Safety Section of the Safety and Training Department and the Local Union Safety Committee may meet five (5) times a year on mutually agreed to dates to discuss safety issues. One of the meetings shall be a joint meeting with representatives from both Local Union 12775 and Local Union 13796 Health and Safety Committees.

Prior to each scheduled meeting, to provide sufficient time for review, the Company and the Union each will submit an agenda to the other of the items to be discussed.

8. Before revisions, additions or deletions are made to the Safety Manual, a committee of three (3) bargaining unit employees designated by the Union shall meet with a committee of three (3) supervisory employees designated by the Company to discuss such revisions, additions or deletions.

Prior to such meeting the Company and the Union will submit to the other an agenda of the items to be discussed.

Following such meeting, a written report shall be prepared by each committee and submitted to the Director of Industrial Relations. Each report should include specific objections to any of the items discussed. The Director of Industrial Relations will submit these reports to the Company Central Safety Committee.

The Union will be given an opportunity to discuss their objections to any suggested changes with the Central Safety Committee before their final decision is made regarding revisions, additions or deletions to the Safety Manual.

The Company will offer reasonable explanations in writing to any objections the Union might have pertaining to any revisions or changes in the Safety Manual. The Company will adopt all applicable safety rules of the State and Federal governments and Workers' Compensation Laws.

9. The Group Life, Medical, Dental, Orthodontia and Vision insurance plans and the pension plan were negotiated as to terms and premiums and published under separate cover and under the terms of this Agreement shall be applicable thereto the same as if fully set forth herein.

An insurance plan will be available to part-time employees who have accumulated five hundred twenty (520) hours of employment. Details of the plan will be covered under separate cover, but will be considered part of this agreement.

Part-time physical employees who are covered under our Group Medical Insurance Plan, at the time they secure a regular full-time position, shall be immediately covered under the provisions of the Group Medical Insurance Plan for regular full-time position without the need to satisfy the waiting period for eligibility.

Part-time physical employees, who are not covered under our Group Medical Plan prior to reporting to a regular full-time position, will be required to satisfy the applicable waiting period for coverage under the policy. An open enrollment period will be held for the eligible part-time employees beginning April 1, 1993, and ending April 30, 1993.

10. An employee whose Sick Leave benefits have expired according to Article XIV, Section 2, and who is unable to return to work and thereby placed on a leave of absence, shall be eligible to continue his comprehensive medical, life insurance, dental, orthodontia and vision coverage under the following conditions:

- A. An employee with less than ten (10) years of service may continue the applicable coverage for one (1) year at the same premium extended to active employees.
- B. An employee with ten (10) or more years of service may continue the applicable coverage for one (1) year at the same premium extended to active employees and if the same leave of absence due to illness is extended beyond one (1) year, the employee will be eligible for the coverage for the duration of the illness or for two (2) additional years, whichever comes first, and the Company will pay the entire premium during the second and third years.

11. An employee injured on the job who is unable to return to work and who is eligible to receive a disability pension and disability Social Security, but which disability pension and disability Social Security do not equal seventy-five percent (75%) of his base wages, shall receive a supplemental pension from the Company so that the total amount received from disability pension, disability Social Security and the Supplemental Pension payment shall equal seventy-five percent (75%) of the employee's base wages. The Company will pay the difference, if any, between the sum of the employee's disability pension and the employee's disability Social Security, and seventy-five percent (75%) of his base wages on a monthly basis until the employee reaches the age of sixty-five (65) or until the employee may resume gainful employment, whichever is sooner.

- A. Base wages as used herein mean base wages at time of injury;
- B. Disability pension and disability Social Security means disability Social Security and disability pension payments received by the employee. The primary disability Social Security benefits at the time the employee goes on disability pension are frozen, and any further increase in his disability Social Security benefits are not deducted from the seventy-five percent (75%) of the employee's base wages at the time of his injury.
- C. No payments shall be due under this paragraph until the benefits under Article XIV, Section 3 are terminated.

The cases of employees who are injured on the job and totally disabled but who have less than three (3) years of credited service will be reviewed by the Company and the Union on an individual basis.

12. The Company and the Union will continue to maintain an Employee Assistance Program and the committee established to oversee it.

13. The Company agrees to investigate the possible implementation of a Career Development Program and a National Policy.

14. All employees in Local 12775 shall be eligible for the Aid to Education Program in accordance with Company Policy 13, subject to any future revisions.

## **ARTICLE XIX**

### **Effectiveness**

1. This Agreement is effective as of June 1, 2004, and shall continue in full force and effect until and including May 31, 2009, and thereafter for successive one-year periods unless terminated on May 31, 2009, or on May 31 of any year thereafter by either party giving to the other at least sixty (60) days prior written notice of its desire to terminate.

2. If either party desires to amend this Agreement it shall give written notice of its desire to so amend, together with such desired amendments in writing, at least sixty (60) days prior to May 31, 2009, or any May 31 thereafter, and thereafter the parties shall confer with respect thereto. Such notice of desired amendments or conferences with respect thereto shall not affect the operation or termination date of this Agreement. If the parties do not agree with respect to such desired amendments by May 31, then either party may then or thereafter terminate this Agreement by giving to the other at least sixty (60) days' written notice prior to such designated termination date.

3. Any notice hereunder shall be given by certified mail, postage prepaid, addressed as hereinafter provided, and shall be deemed to have been served on the date it is so mailed, and the date of mailing shall be counted in the sixty (60) day notice period. If given by the Company, such notice shall be addressed to the United Steelworkers of America, AFL-CIO-CLC, on behalf of Local Union 12775, 1301 Texas Street, Room 217, Gary, Indiana 46402 and if given by the Union, such notice shall be addressed to Northern Indiana Public Service Company, 801 East 86th Avenue, Merrillville, Indiana 46410. Either party by similar written notice may change the address to which such certified notice shall be sent.

4. **THIS AGREEMENT** shall be binding upon the parties hereto and their respective successors and assigns.

5. **IN WITNESS WHEREOF**, the parties have caused these presents to be duly executed by their respective duly authorized officers, the day and year first above written.

**ARTICLE XX**  
**Bonus and Rate Schedule**  
**Equipment Bonus**

1. Bonus applicable to the operation of overhead cranes in the Company's generating stations shall continue as provided in Section 19 of this Article.

2. The Coal Handler bonus of ten cents (\$.10) was rolled into base rates effective May 31, 1990.

**Relief Foreman, Working Foreman,  
or Customer Works Dispatcher**

3. When work in the Construction, Electric Operations, Monticello Hydro, Hammond and Gary Cable, Gas Street, Electric Distribution, Transportation or Facilities Management Departments require a crew of three (3) or more workers from this bargaining unit, the senior man, if qualified, shall be designated as Working Foreman or a Supervisor shall be assigned to the crew.

When a Working or Relief Foreman is selected at or ahead of stated starting time the senior man available, if qualified, shall be selected. The foregoing shall apply to the Service Department if one (1) employee is specifically designated by the Company to act as Supervisor of a unit of three (3) or more.

*In all storerooms except Hammond, Gary, South Bend and Fort Wayne when three (3) or more bargaining unit storeroom employees are working at a particular location and the Storekeeper is absent for four (4) hours or longer on any one day, the senior qualified Stockman will be upgraded to Working Foreman for the period the Storekeeper is absent, provided a Supervisor has not already been assigned.*

If less than three (3) bargaining unit storeroom employees are working at a particular location and the Storekeeper is absent for four (4) hours or longer on any one day, the senior qualified Stockman shall be upgraded to Senior Stockman for the period the Storekeeper is absent, provided a Supervisor has not already been assigned.

4. The rate applicable to a Relief Foreman or a Working Foreman when three (3) but less than five (5) bargaining unit employees are working as a crew according to Section 5 of this Article shall be one dollar and fifteen cents (\$1.15) above the highest rate supervised or one dollar and fifteen cents (\$1.15) above the regular rate of the employee designated as Relief Foreman or Working Foreman, whichever is the higher.

The rate applicable to a Relief Foreman or a Working Foreman when five (5) or more bargaining unit employees are working as a crew according to Section 3 of this Article, shall be one dollar and five cents (\$1.05) above the highest rate supervised or one dollar and five cents (\$1.05) above the regular rate of the employee designated as Relief Foreman or Working Foreman, whichever is higher.

Payment of this bonus shall be in accordance with Article VI, Section 8.B. The title Relief Foreman shall be applied only to the employee temporarily replacing a regular Crew Supervisor. The foregoing shall apply to the relief of a Customer Works Dispatcher by an employee from this bargaining unit but the bonus shall be applicable only to the time actually worked on such relief and not as prescribed by Section 3 above or Article VI, Section 8.B.

Heavy Crane Operator, Job No. 912, Mobile Crane Operator, Job No. 914, Crawler Crane Operator, Job No. 916 and Highway Tractor-Trailer Operator, Job No. 918 are not eligible for the Relief Foreman or Working Foreman Bonus except that the senior Highway Tractor-Trailer Operator is eligible for the Working Foreman Bonus when performing such duties as scheduling, dispatching, permitting, etc., while he is in the Construction Complex.

#### Night Bonus

5. An employee shall receive a night bonus of sixty-five cents (65¢) per hour in addition to his regular hourly rate of pay for each of his scheduled hours of work for the day when not less than fifty percent (50%) of said scheduled working hours are after 5 p.m. and before 12 midnight.

6. An employee shall receive a night bonus of seventy-five cents

(75¢) per hour in addition to his regular hourly rate of pay for each of his scheduled hours of work for the day when not less than fifty percent (50%) of said scheduled working hours are after 12 midnight and before 7 a.m.

7. In no case shall any night bonus be paid for hours worked which, for any reason, are compensated at overtime, except for the overtime hours worked by employees whose regular work schedule is subject to the payment of night bonus in accordance with the provisions in the two immediately preceding Sections.

8. Employees notified or called out to work on their scheduled days off between stated schedules of work shall have night bonus paid in connection with such overtime worked if such night bonus was applicable to the stated schedule of work just completed. The foregoing shall not apply to employees who go on standby after being released from work on the last day of their regular schedule but shall apply to such employees until released from work to go on standby on the last day of their regular schedule.

#### **6-2 Shift Sunday Bonus**

9. Any employee whose regular schedule includes calendar Sundays shall receive eighty cents (80¢) per hour premium for all regularly scheduled hours worked on such calendar Sundays. This premium is in addition to the employee's regular rate of pay and any applicable shift premium, but this eighty cents (80¢) per hour premium will not apply to any hours for which an employee is paid at a rate equal to or in excess of one and one-half (1-1/2) times his regular rate of pay.

#### **Electric or Gas Serviceman Bonus**

10. Electric or Gas Servicemen who are subject to call as provided in Article XI, Section 8, shall receive, as a consideration for being subject to call, a bonus of ninety-five cents (95¢) per hour for all hours worked or paid and such bonus shall be added to the base rate before conversion to determine overtime premium.

#### **Refusal of Bonus Work**

11. When an employee refuses work which would pay him a bonus

such as Working Foreman, Relief Foreman, night shift work, and the like, that is not continuously repetitive, it will not be offered to him again until he notifies his supervisor that he is interested in having it. If he does so notify his Supervisor he shall then be entitled to the bonus work on the basis of seniority and ability, and a junior employee who may have been doing it in the past because of the first employee's refusal of the work will have no complaint in the matter.

In the Construction Department:

- A. When employees are required, through a temporary change in schedule, of five (5) days or less, that provide a night bonus, the Company may use the crew at that location.
- B. If the entire crew's schedule is not changed, the senior employee or employees in the classification required may refuse the work and the junior employee or employees in the classification required shall do that job assignment.
- C. When temporary schedule changes in the Construction Department will extend beyond five (5) days, and such assignments provide a night bonus, employees will be selected from a list determined by an annual poll in accordance with seniority by classification required.

#### **Electric Line Section Groundman—Groundman Operators**

12. Diggers requiring two employees to operate shall be manned by two Groundman-Operators. When an employee cross bids for the classification of Groundman-Operator, he shall be classified as Groundman/Groundman-Operator, Probationary, and receive the appropriate step rate of the Groundman classification. During his probationary period as a Groundman-Operator if he performs as a Groundman-Operator and receives the rate of the Groundman-Operator for a period of eighty (80) hours, he shall then retain the rate of Groundman-Operator during the balance of his probationary period. An employee bidding from the classification of Groundman to Groundman-Operator shall be classified as Groundman-Operator, Probationary, and receive the

appropriate step rate of the Groundman classification from the date he is successful bidder and shall be governed by the above rule.

**Customer Service Section  
Apprentice Serviceman**

13. Shut-off work shall be performed only by Servicemen, Apprentice Servicemen and others presently doing the work in the outlying service areas.

14. The classification Serviceman Helper, Job No. 697, is not part of the Apprentice Serviceman progression.

15. Employees who are permanently classified as Certified Welder A, Job No. 601, and Certified Welder B, Job No. 603, shall continue to qualify through the specified testing procedures.

16. The Company and the Union have established the classifications of Mechanic Equipment Operator in each district and the rules of progression are as follows:

- A. The qualifying time to advance to MEO Final Step will be twelve (12) months, provided the successful bidder is a qualified Pipe Mechanic.
- B. Successful bidders who are not a qualified Pipe Mechanic will have a maximum of eighteen (18) months to simultaneously complete both the Pipe Mechanic and Mechanic Equipment Operator programs.
- C. New bidders into this program after effective date will be required to complete all the requirements of the program within the time frames stated.
- D. Progression to Final Step Mechanic Equipment Operator will occur only upon satisfactory completion of the Pipe Mechanic training and evaluation program. This will then also qualify the employee as a Working Foreman in the Gas Street section.

- E. Employees will be required to attend formal training courses to which assigned during the qualifying time period. Such assignments are based on the employee's training requirements and the Company's operating requirements.
- F. If the employee fails to qualify during the times specified, he shall return to his regular classification.

17. Apprentice programs and the Garage Mechanic Tool Program as agreed to by the Company and the Union are printed under separate cover and under the terms of this Agreement shall be applicable thereto the same as if fully set forth herein.

**Classification of Construction Mechanics  
Into the Pipe Mechanic Progression  
Bidding Procedure**

18. When a Construction Mechanic is a successful bidder on a Pipe Mechanic job in a District Gas Street Department, he shall be classified in the Pipe Mechanic Progression on the following basis:

- A. A Construction Mechanic, Class A, who has twelve (12) or more months of experience in District Street Department work will be extended the Pipe Mechanic rate on a probationary basis and will be given six (6) months to qualify. He will be given the home study material and will be required to satisfactorily complete the work performance items according to the Pipe Mechanic Training and Performance Evaluation Program. Upon completion of the six (6) month period, he must pass the required written examination applicable in the Pipe Mechanic Progression.

If the employee fails to qualify at the end of the six (6) month period, his rate will be reduced to Apprentice Pipe Mechanic, Step (3) and he will be given one (1) additional six (6) month period to qualify. If at the end of the extended qualifying period, he again does not qualify, he may elect either to be assigned the classification and

rate of an Apprentice Pipe Mechanic, Step (1) or return to his regular classification. If he elects to be assigned the classification of an Apprentice Pipe Mechanic, Step (1) he will advance according to the established rules pertaining to Pipe Mechanic Progression. If he fails to qualify to advance he will return to his regular classification.

- B. A Construction Mechanic, Class A, who has less than twelve (12) months' experience in District Street Department work will be assigned the classification and rate of an Apprentice Pipe Mechanic, Step (3) on a probationary basis and will be given six (6) months to qualify. He will be given the home study material and will be required to satisfactorily complete the work performance items according to the Pipe Mechanic Training and Performance Evaluation Program. Upon completion of the six (6) month period, he must pass the required written examination applicable to the Pipe Mechanic Progression.

If the employee fails to qualify at the end of the six (6) month period, his rate will be reduced to Apprentice Pipe Mechanic, Step (3) and he will advance according to the established rules pertaining to Pipe Mechanic Progression. If at the end of the extended qualifying period, he again does not qualify, he may elect to either be assigned the classification and rate of an Apprentice Pipe Mechanic, Step (1) or return to his regular classification. If he elects to be assigned to the classification of an Apprentice Pipe Mechanic, Step (1), he will advance according to the established rules for Pipe Mechanic Progression. If he fails to qualify to advance he will return to his regular classification.

- C. A Construction Mechanic, Class B, who has twelve (12) or more months of experience in District Street Department work will be assigned the classification and rate of Apprentice Pipe Mechanic, Step (3). He will be required to pass the Pipe Mechanic Test #2 and to

satisfactorily complete the work performance items applicable to Apprentice Pipe Mechanic, Step (3) prior to attaining the classification and rate of Apprentice Pipe Mechanic, Step (3).

If he fails to qualify as an Apprentice Pipe Mechanic, Step (3) within the prescribed six (6) month period his rate will be reduced to Apprentice Pipe Mechanic, Step (2) and he will advance according to the established rules pertaining to Pipe Mechanic Progression. If he fails to qualify at the end of his extended qualifying period he may elect to either be assigned the classification and rate of an Apprentice Pipe Mechanic, Step (1) or return to his regular classification. If he elects to be assigned the classification of an Apprentice Pipe Mechanic, Step (1) he will advance according to the established rules pertaining to Pipe Mechanic Progression. If he fails to qualify to advance, he will return to his regular classification.

- D. A Construction Mechanic, Class B, who has less than twelve (12) months experience in District Street Department work will be assigned the classification and rate of an Apprentice Pipe Mechanic, Step (3) and will advance according to the established rules pertaining to Pipe Mechanic Progression.

If he fails to qualify as an Apprentice Pipe Mechanic, Step (4) within the prescribed six (6) month period he will retain his rate as an Apprentice Pipe Mechanic, Step (3) and be given an additional six (6) months to qualify for Apprentice Pipe Mechanic, Step (4) and he thereafter will advance according to the established rules pertaining to Pipe Mechanic Progression. If he fails to qualify at the end of his extended qualifying six (6) months period he may elect to either be assigned the classification and rate of an Apprentice Pipe Mechanic, Step (1) or return to his regular classification. If he elects to be assigned the classification of Apprentice Pipe Mechanic, Step (1) he will advance according to the established rules pertaining

to Pipe Mechanic Progression. If he fails to qualify to advance, he will return to his regular classification.

- E. A Construction Mechanic, Class C, with six (6) months or more of experience in District Street Department work will be assigned the classification and rate of an Apprentice Pipe Mechanic, Step (2) and will advance according to the established rules pertaining to Pipe Mechanic Progression.

If he fails to qualify as an Apprentice Pipe Mechanic, Step (2) within the prescribed six (6) month period he may elect to either be assigned the classification and rate of an Apprentice Pipe Mechanic, Step (1) or return to his regular classification. If he elects to be assigned the classification and rate of an Apprentice Pipe Mechanic, Step (1) he will advance according to the established rules pertaining to Pipe Mechanic Progression. If he fails to qualify to advance, he will return to his regular classification.

- F. Any Construction Mechanic, Class C, with less than six (6) months experience in District Street Department work, any Construction Mechanic, Class D, or Construction Department Helper will be assigned the classification and rate of an Apprentice Pipe Mechanic, Step (1) and will advance according to the established rules pertaining to Pipe Mechanic Progression. If he fails to qualify to advance, he will return to his regular classification.

19. The following rules shall administer the assignment of the operation of overhead cranes in the Mechanical Maintenance Departments of the Generating Stations:

- A. Lifts related to turbine overhauls performed by Station Personnel (In plant).
  - 1. Journeyman Station Mechanics on schedule, by seniority.

2. In the event that no Station Mechanics are on schedule, a Journeyman will be assigned from another schedule at the same location, in accordance with article XII.
3. If no Station Mechanic is obtained from another schedule at the same location, the senior, qualified Apprentice Station Mechanic on schedule will be assigned to operate the overhead crane.

B. *Incidental and convenience lifts.*

During the course of normal plant operations the overhead crane may be used to perform non-critical, incidental, or convenience lifts. Such lifts refer to lifts which could be performed by other means, or with other equipment; such as the hydraulic crane, boom truck, etc. Many of these lifts are in the nature of loading and unloading trucks, moving materials, etc. and will not require the use of the heavy tonnage hook. On lift of this nature the order of assignment shall be:

1. Journeyman Station Mechanics on schedule, by seniority.
2. In the event that no Station Mechanics are on schedule, the assignment will be made to Apprentice Station Mechanics on schedule, by seniority, under supervision.

NOTE: There will be time during the duration of a turbine overhaul when incidental or convenience lifts will be made. Such lifts will be assigned under the rules applicable to incidental and convenience lifts rather than the rules for critical lifts related to turbine overhauls.

20. When an Apprentice Station Mechanic accepts a Certified Station Welder bid and does not qualify for any reason as a Certified Station Welder, that employee will return to the Station Mechanic vacancy from which he bid. Failure to qualify as it is used here, shall refer to the

employee's failure to satisfactorily complete the Certified Station Welder School.

An Apprentice Station Mechanic, who accepts a Certified Station Welder bid on a vacancy in the same location is not considered to have left the overtime standings for the Apprentice Station Mechanics in that station. In the event of disqualification or failure to qualify as a Certified Station Welder, there will be no change in such an employee's overtime status. When an Apprentice Station Mechanic accepts a Certified Station Welder bid at a second station, that employee will be charged an amount of overtime equal to the greatest amount charged to any employee in the classification. In the event of disqualification or failure to qualify as a Certified Station Welder such an employee will return to the station from which he bid and will re-enter the Apprentice Station Mechanic overtime standings, charged with an amount of overtime equal to the greatest amount charged to any employee in the classification.

21. The Company agrees that all scheduled and unscheduled patrols of all transmission and sub-transmission lines will be performed by bargaining unit employees.

**NORTHERN INDIANA PUBLIC SERVICE COMPANY**

**PHYSICAL EMPLOYEES**

**ARTICLE XX - SCHEDULE A**

**WAGE RATES**

**Effective June 1, 2004**

**ARTICLE XX**

**SCHEDULE A**

**WAGE RATES**

**ELECTRIC PRODUCTION**

**DEAN H. MITCHELL STATION**

Job No.	Classification	Rate Per Hour				
		01-01-05	01-01-06	01-01-07	01-01-08	01-01-09
100	@ *Relief Operator	\$31.08	\$32.01	\$32.81	\$33.79	\$34.80
108	@ *Control Room Operator					
	(I) Entering Rate	29.73	30.62	31.39	32.33	33.30
	(F) After 6 Months	29.98	30.88	31.65	32.60	33.58
110	@ *Station Operator					
	(I) Entering Rate	26.60	27.40	28.09	28.93	29.80
	(2) After 3 Months	26.90	27.71	28.40	29.25	30.13
	(3) After 5 Months	28.11	28.95	29.67	30.56	31.48
	(F) After 8 Months	29.51	30.40	31.16	32.09	33.05

**BAILLY GENERATING STATION**

128	@ *Relief Operator	31.08	32.01	32.81	33.79	34.80
134	@ *Control Room Operator					
	(I) Entering Rate	29.73	30.62	31.39	32.33	33.30
	(F) After 6 Months	29.98	30.88	31.65	32.60	33.58
136	@ *Station Operator					
	(I) Entering Rate	26.60	27.40	28.09	28.93	29.80
	(2) After 3 Months	26.90	27.71	28.40	29.25	30.13
	(3) After 5 Months	28.11	28.95	29.67	30.56	31.48
	(F) After 8 Months	29.51	30.40	31.16	32.09	33.05

@ See Article VI, Section 12E

\* 6-2 or 4-4 Shift Worker

### MICHIGAN CITY GENERATING STATION

Job No.	Classification	Rate Per Hour				
		01-01-05	01-01-06	01-01-07	01-01-08	01-01-09
198	@ *Relief Operator	\$31.08	\$32.01	\$32.81	\$33.79	\$34.80
202	@ *Control Room Operator					
	(1) Entering Rate	29.73	30.62	31.39	32.33	33.30
	(F) After 6 Months	29.98	30.88	31.65	32.60	33.58
203	@ *Station Operator					
	(1) Entering Rate	26.60	27.40	28.09	28.93	29.80
	(2) After 3 Months	26.90	27.71	28.40	29.25	30.13
	(3) After 5 Months	28.11	28.95	29.67	30.56	31.48
	(F) After 8 Months	29.51	30.40	31.16	32.09	33.05

### ROLLIN M. SCHAFER GENERATING STATION

207	@ *Relief Operator	31.08	32.01	32.81	33.79	34.80
210	@ *Control Room Operator					
	(1) Entering Rate	29.73	30.62	31.39	32.33	33.30
	(F) After 6 Months	29.98	30.88	31.65	32.60	33.58
219	@ *Station Operator					
	(1) Entering Rate	26.60	27.40	28.09	28.93	29.80
	(2) After 3 Months	26.90	27.71	28.40	29.25	30.13
	(3) After 5 Months	28.11	28.95	29.67	30.56	31.48
	(F) After 8 Months	29.51	30.40	31.16	32.09	33.05
215	*FGD Operator					
	(1) Entering Rate	23.50	24.21	24.82	25.56	26.33
	(F) After 6 months	24.92	25.67	26.31	27.10	27.91

@ See Article W), Section 12E.

\* 6-2 or 4-4 Shift Worker

Bully - Michigan City  
Dem H. Mitchell - Rollin M. Schaffer

GENERATING STATIONS

<u>Job No.</u>	<u>Classification</u>	<u>Rate Per Hour</u>				
		<u>01-01-05</u>	<u>01-01-06</u>	<u>01-01-07</u>	<u>01-01-08</u>	<u>01-01-09</u>
216	Station Electrician	\$27.15	27.96	\$28.66	\$29.52	\$30.41
217	Apprentice Station Electrician					
	(1) Entering Rate	23.67	24.38	24.99	25.74	26.51
	(2) After 6 Months	24.12	24.84	25.46	26.22	27.01
	(3) After 12 Months	24.54	25.28	25.91	26.69	27.49
	(4) After 18 Months	24.97	25.72	26.36	27.15	27.96
	(5) After 24 Months	25.27	26.03	26.68	27.48	28.30
	(6) After 30 Months	25.54	26.31	26.97	27.78	28.61
	(7) After 36 Months	26.20	26.99	27.66	28.49	29.34
	(8) After 42 Months	26.49	27.28	27.96	28.80	29.66
	(Progress to Station Electrician, Job No. 216, after 48 Months)					
233	Certified Station Welder	27.78	28.61	29.33	30.21	31.12
235	Station Mechanic	27.15	27.96	28.66	29.52	30.41
236	Apprentice Station Mechanic					
	(1) Entering Rate	23.67	24.38	24.99	25.74	26.51
	(2) After 6 Months	24.12	24.84	25.46	26.22	27.01
	(3) After 12 Months	24.54	25.28	25.91	26.69	27.49
	(4) After 18 Months	24.97	25.72	26.36	27.15	27.96
	(5) After 24 Months	25.27	26.03	26.68	27.48	28.30
	(6) After 30 Months	25.54	26.31	26.97	27.78	28.61
	(7) After 36 Months	26.20	26.99	27.66	28.49	29.34
	(8) After 42 Months	26.49	27.28	27.96	28.80	29.66
	(Progress to Station Mechanic, Job No. 235, after 48 Months)					

Bally - Michigan City  
Dean H. Mitchell - Rollin M. Schaffer

GENERATING STATIONS

Job No.	Classification	Rate Per Hour				
		01-01-05	01-01-06	01-01-07	01-01-08	01-01-09
240	Station Instrument Technician	\$28.16	29.00	\$29.73	\$30.62	\$31.54
241	Apprentice Station Instrument Technician					
	(1) Entering Rate	23.80	24.51	25.12	25.87	26.65
	(2) After 6 Months	24.25	24.98	25.60	26.37	27.16
	(3) After 12 Months	24.66	25.40	26.04	26.82	27.62
	(4) After 18 Months	25.07	25.82	26.47	27.26	28.08
	(5) After 24 Months	25.49	26.25	26.91	27.72	28.55
	(6) After 30 Months	25.99	26.77	27.44	28.26	29.11
	(7) After 36 Months	26.79	27.59	28.28	29.13	30.00
	(8) After 42 Months	27.19	28.01	28.71	29.57	30.46
	(Progresses to Station Instrument Technician, Job No. 240, after 48 Months)					
244	*Station Chemical Technician	26.96	27.77	28.46	29.31	30.19
245	*Apprentice Station Chemical Technician					
	(1) Entering Rate	24.18	24.91	25.53	26.30	27.09
	(2) After 6 Months	24.60	25.34	25.97	26.75	27.55
	(3) After 12 Months	25.02	25.77	26.41	27.20	28.02
	(4) After 18 Months	25.44	26.20	26.86	27.67	28.50
	(5) After 24 Months	25.74	26.51	27.17	27.99	28.83
	(6) After 30 Months	26.06	26.84	27.51	28.34	29.19
	(7) After 36 Months	26.36	27.15	27.83	28.66	29.52
	(8) After 42 Months	26.63	27.43	28.12	28.96	29.83
	(Progresses to Station Chemical Technician, Job No. 244, after 48 Months)					
250	*Coal Handler					
	(1) Entering Rate	21.33	21.97	22.52	23.20	23.90
	(F) After Qualification	24.29	25.02	25.65	26.42	27.21

\*6-2 or 4-4 Shift Worker

## ELECTRIC OPERATIONS

### ELECTRIC SUBSTATION DEPARTMENT

#### Dispatching Section

Job No.	Classification	Rate Per Hour				
		01-01-05	01-01-06	01-01-07	01-01-08	01-01-09
316	*Dispatcher-Operator	\$26.60	\$27.40	\$28.09	\$28.93	\$29.80

#### Transmission Section

321	Patrolman	24.50	25.24	25.87	26.65	27.45
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### ELECTRIC SUBSTATION DEPARTMENT

#### Substation Section

906	Working Foreman	+	+	+	+	+
358	Substation Electrician	27.31	28.13	28.83	29.69	30.58
359	Apprentice Substation Electrician					
	(1) Entering Rate	24.16	24.88	25.50	26.27	27.06
	(2) After 6 Months	24.59	25.33	25.96	26.74	27.54
	(3) After 12 Months	25.01	25.76	26.40	27.19	28.01
	(4) After 18 Months	25.43	26.19	26.84	27.65	28.48
	(5) After 24 Months	25.80	26.57	27.23	28.05	28.89
	(6) After 30 Months	26.18	26.97	27.64	28.47	29.32
	(7) After 36 Months	26.54	27.34	28.02	28.86	29.73
	(8) After 42 Months	26.93	27.74	28.43	29.28	30.16
	(Progresses to Substation Electrician, Job No. 0358, after 48 Months)					

#### Communications Section

348	Communications Man, Class A	26.60	27.40	28.09	28.93	29.80
352	Communications Man, Class B	24.50	25.24	25.87	26.65	27.45
356	Communications Man, Class C	22.60	23.28	23.86	24.58	25.32

\* 6-2 or 4-4 Shift Worker

+ For applicable bonuses, see Article XX of Agreement

### SERVICENTER

Job No.	Classification	Rate Per Hour				
		01-01-05	01-01-06	01-01-07	01-01-08	01-01-09
362	Servicenter Electrician	\$26.00	\$26.78	\$27.45	\$28.27	\$29.12
363	Apprentice Servicenter Electrician					
	(1) Entering Rate	22.64	23.32	23.90	24.62	25.36
	(2) After 6 Months	23.30	24.00	24.60	25.34	26.10
	(3) After 12 Months	23.94	24.66	25.28	26.04	26.82
	(4) After 18 Months	24.32	25.05	25.68	26.45	27.24
	(5) After 24 Months	24.71	25.45	26.09	26.87	27.68
	(6) After 30 Months	25.09	25.84	26.49	27.28	28.10
	(Progresses to Servicenter Electrician, Job No. 0562, after 36 months)					
364	Tester Rubber Equipment					
	(1) Entering Rate	21.78	22.43	23.00	23.69	24.40
	(2) After 6 Months	22.03	22.69	23.26	23.96	24.68

### ELECTRIC TRANSMISSION & DISTRIBUTION

#### Electric Line Section

902	Relief Foreman	+	+	+	+	+
906	Working Foreman	+	+	+	+	+
404	Electric Serviceman	28.48	29.33	30.06	30.96	31.89
408	Lineman	28.48	29.33	30.06	30.96	31.89
412	Apprentice Lineman					
	(1) Entering Rate	27.19	28.01	28.71	29.57	30.46
	(2) After 6 Months	27.55	28.38	29.09	29.96	30.86
	(3) After 12 Months	27.78	28.61	29.33	30.21	31.12
	(4) After 18 Months	27.98	28.82	29.54	30.43	31.34
	(5) After 24 Months	28.11	28.95	29.67	30.56	31.48
	(6) After 30 Months	28.29	29.14	29.87	30.77	31.69
	(Progresses to Lineman, Job No. 0408, after 36 Months)					
416	Utility Groundman (Hammond and Gary)	22.60	23.28	23.86	24.58	25.32
420	Groundman Operator	23.49	24.19	24.79	25.53	26.30
424	Groundman					
	(1) Entering Rate	21.89	22.55	23.11	23.80	24.51
	(2) After 6 Months	22.08	22.74	23.31	24.01	24.73
	(3) After 12 Months	22.25	22.92	23.49	24.20	24.93

+ For applicable bonuses, see Article XX of Agreement

## ELECTRIC TRANSMISSION & DISTRIBUTION

### Electric Cable Section

(Hammond and Gary)

Job No.	Classification	Rate Per Hour				
		01-01-05	01-01-06	01-01-07	01-01-08	01-01-09
902	Relief Foreman	+	+	+	+	+
906	Working Foreman	+	+	+	+	+
434	Cable Electrician, Class A	\$26.60	\$27.40	\$28.09	\$28.93	\$29.80
438	Cable Electrician, Class B	25.00	25.75	26.39	27.18	28.00
442	Cable Electrician, Class C	23.49	24.19	24.79	25.53	26.30

### Electric Meter Section

468	Electric Meter Technician (Hammond)	26.60	27.40	28.09	28.93	29.80
470	Electric Meterman	26.43	26.91	27.58	28.41	29.26
474	Apprentice Electric Meterman					
	(1) Entering Rate	23.71	24.42	25.03	25.78	26.55
	(2) After 6 Months	24.06	24.78	25.40	26.16	26.94
	(3) After 12 Months	24.49	25.22	25.85	26.63	27.43
	(4) After 18 Months	24.87	25.62	26.26	27.05	27.86
	(5) After 24 Months	25.26	26.02	26.67	27.47	28.29
	(6) After 30 Months	25.65	26.42	27.08	27.89	28.73
	(Progresses to Electric Meterman, Job No. 0470, after 36 Months)					

\* For applicable bonuses, see Article XX of Agreement

**GAS CONTROL & STORAGE**  
**GAS MEASUREMENT & TRANSMISSION**

Likiep Natural Gas Plant

Job No.	Classification	Rate Per Hour				
		01-01-05	01-01-06	01-01-07	01-01-08	01-01-09
515	ool. N.G. Plant Attendant					
	(1) Entering Rate	\$25.65	\$26.42	\$27.08	\$27.89	\$28.73
	(2) After 6 Months	25.83	26.60	27.27	28.09	28.93
	(3) After 12 Months	26.08	26.86	27.53	28.36	29.21
	(4) After 18 Months	26.26	27.05	27.73	28.56	29.42
	(5) After 24 Months	26.48	27.27	27.95	28.79	29.65
	(6) After 30 Months	26.78	27.58	28.27	29.12	29.99
	(F) After 36 Months	27.31	28.13	28.83	29.69	30.58
<u>Transmission Regulator Maintenance</u>						
525	Transmission Regulator Man, Class A	24.62	25.36	25.99	26.77	27.57
527	Transmission Regulator Man, Class B	23.49	24.19	24.79	25.53	26.30
529	Transmission Regulator Man, Class C	22.25	22.92	23.49	24.19	24.92
<u>Gas Meter Section</u>						
535	Gas Meterman, Class A	24.50	25.24	25.87	26.65	27.45
537	Gas Meterman, Class B	23.00	23.69	24.28	25.01	25.76
539	Gas Meterman, Class C	22.03	22.69	23.26	23.96	24.68
<u>Instrument Maintenance</u>						
508	Chartman	21.08	21.71	22.25	22.92	23.61
540	Gas Measurement Technician					
	(1) Entering Rate	23.00	23.69	24.28	25.01	25.76
	(2) After 6 Months	23.47	24.17	24.77	25.51	26.28
	(3) After 12 Months	23.91	24.63	25.25	26.01	26.79
	(4) After 18 Months	24.50	25.24	25.87	26.65	27.45
	(5) After 24 Months	24.96	25.71	26.35	27.14	27.95
	(6) After 30 Months	25.39	26.15	26.80	27.60	28.43
	(F) After 36 Months	26.13	26.91	27.58	28.41	29.26
541	Gas Meterman Helper	20.87	21.50	22.04	22.70	23.38

cc) May work 6-2 rotating shift, 40 hour schedule or 4-4 schedule

Gas Dispatching

Job No.	Classification	Rate Per Hour				
		01-01-05	01-01-06	01-01-07	01-01-08	01-01-09
547	* Gas Controller					
	(1) Entering Rate	\$25.00	\$25.75	\$26.39	\$27.18	\$28.00
	(2) After 6 Months	25.49	26.25	26.91	27.72	28.55
	(3) After 12 Months	26.60	27.40	28.09	28.93	29.80

Royal Center Underground Storage Plant

584	oo Underground Storage Plant Attendant					
	(1) Entering Rate	22.56	23.24	23.82	24.53	25.27
	(2) After 6 Months	23.21	23.91	24.51	25.25	26.01
	(3) After 12 Months	23.79	24.50	25.14	25.86	26.64
	(4) After 18 Months	24.53	25.27	25.90	26.68	27.48
	(5) After 24 Months	25.07	25.82	26.47	27.26	28.08
	(6) After 30 Months	26.30	27.09	27.77	28.60	29.46

Transmission System Maintenance  
Gary - South Bend - Fort Wayne - Royal Center

590	Transmission Maintenance Man					
	(1) Entering Rate	22.45	23.12	23.70	24.41	25.14
	(2) After 6 Months	22.80	23.48	24.07	24.79	25.53
	(3) After 12 Months	23.13	23.82	24.42	25.15	25.90
	(4) After 18 Months	23.54	24.25	24.86	25.61	26.38
	(5) After 24 Months	24.00	24.72	25.34	26.10	26.88
	(6) After 30 Months	24.50	25.24	25.87	26.65	27.45

\* 6-2 or 4-4 Shift Worker

oo May work 6-2 rotating shift, 40 hour schedule or 4-4 schedule

## GAS TRANSMISSION & DISTRIBUTION

### Gas Street Section

Job No.	Classification	Rate Per Hour				
		01-01-05	01-01-06	01-01-07	01-01-08	01-01-09
902	Relief Foreman	+	+	+	+	+
906	Working Foreman	+	+	+	+	+
601	Certified Welder, Class A	\$26.78	\$27.58	\$28.27	\$29.12	\$29.99
603	Certified Welder, Class B	26.26	27.05	27.73	28.56	29.42
605	Mechanic-Welder, Class A (Acetylene and Electric)	25.73	26.50	27.16	27.97	28.81
609	Mechanic-Welder, Class AB (Acetylene and Electric)	25.12	25.87	26.52	27.32	28.14
613	Mechanic-Welder, Class A (Acetylene or Electric)	24.62	25.36	25.99	26.77	27.57
617	Mechanic-Welder, Class B (Acetylene and Electric)	24.62	25.36	25.99	26.77	27.57
621	xxMechanic-Welder, Class B (Acetylene or Electric)	24.14	24.86	25.48	26.24	27.03
625	Regulator Maintenance Man	24.62	25.36	25.99	26.77	27.57
626	Mechanic-Equipment Operator, Class A	24.50	25.24	25.87	26.65	27.45
627	Mechanic-Equipment Operator, Class B	24.14	24.86	25.48	26.24	27.03
628	Mechanic-Equipment Operator, Class C	23.49	24.19	24.79	25.53	26.30

+ For applicable bonuses, see Article XX of Agreement  
xx Progresses to Job No. 0613, Mechanic Welder.

Class A in a minimum of six months if qualified or a maximum of twelve months to qualify.

## GAS TRANSMISSION & DISTRIBUTION

### Gas Street Section

Job No.	Classification	Rate Per Hour				
		01-01-05	01-01-06	01-01-07	01-01-08	01-01-09
629	Mechanic-Equipment Operator (Not a Qualified Pipe Mechanic)					
	(1) Entering Rate	\$23.23	\$23.93	\$24.53	\$25.27	\$26.03
	(2) After 6 Months	23.49	24.19	24.79	25.53	26.30
	(3) After 12 Months	24.14	24.86	25.48	26.24	27.03
	(F) After 18 Months	24.50	25.24	25.87	26.65	27.45
630	Mechanic-Equipment Operator (Qualified Pipe Mechanic)					
	(1) Entering Rate	24.14	24.86	25.48	26.24	27.03
	(F) After 12 Months	24.50	25.24	25.87	26.65	27.45
631	Pipe Mechanic	24.14	24.86	25.48	26.24	27.03
635	Apprentice Pipe Mechanic					
	(1) Entering Rate	23.23	23.93	24.53	25.27	26.03
	(2) After 6 Months	23.49	24.19	24.79	25.53	26.30
	(3) After 12 Months	23.81	24.52	25.13	25.88	26.66
	(F) After 18 Months	24.14	24.86	25.48	26.24	27.03

### Gas Measurement & Transmission Section

659	High Pressure Meter Maintenance Man	25.49	26.25	26.91	27.72	28.55
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### Customer Service Section

906	Working Foreman	+	+	+	+	+
680	Gas Serviceman	26.13	26.91	27.58	28.41	29.26
681	Serviceman	26.13	26.91	27.58	28.41	29.26
686	Apprentice Serviceman					
	(1) Entering Rate	24.06	24.78	25.40	26.16	26.94
	(2) After 6 Months	24.24	24.97	25.59	26.36	27.15
	(3) After 12 Months	24.60	25.34	25.97	26.75	27.55
	(4) After 18 Months	24.96	25.71	26.35	27.14	27.95
	(5) After 24 Months	25.33	26.09	26.74	27.54	28.37
	(6) After 30 Months	25.69	26.46	27.12	27.93	28.77
	(Progresses to Serviceman, Job No. 0681, in a minimum of 30 months or the maximum of 36 months)					
697	Serviceman Helper	20.87	21.50	22.04	22.70	23.38

+ For applicable bonuses, see Article XX of Agreement

Customer Service Section

Job No.	Classification	Rate Per Hour				
		01-01-05	01-01-06	01-01-07	01-01-08	01-01-09
700	*Operating Dispatcher					
	(1) Entering Rate	\$23.14	\$23.83	\$24.43	\$25.16	\$25.91
	(2) After 3 Months	23.41	24.11	24.71	25.45	26.21
	(3) After 6 Months	23.67	24.38	24.99	25.74	26.51
	(F) After 12 Months	23.94	24.66	25.28	26.04	26.82

**GENERAL DEPARTMENTS**  
**CONSTRUCTION DEPARTMENT**

Electric Line Section  
(See Electric Line Section)

General Construction Section

902	Relief Foreman	+	+	+	+	+
906	Working Foreman	+	+	+	+	+
601	Certified Welder, Class A	26.78	27.58	28.27	29.12	29.99
603	Certified Welder, Class B	26.26	27.05	27.73	28.56	29.42
605	Mechanic-Welder, Class A (Acetylene and Electric)	25.73	26.50	27.16	27.97	28.81
609	Mechanic-Welder, Class AB (Acetylene and Electric)	25.12	25.87	26.52	27.32	28.14
613	Mechanic-Welder, Class A (Acetylene or Electric)	24.62	25.36	25.99	26.77	27.57
0617	Mechanic-Welder, Class B (Acetylene and Electric)	24.62	25.36	25.99	26.77	27.57
0621	xxMechanic-Welder, Class B (Acetylene or Electric)	24.14	24.86	25.48	26.24	27.03
708	Structure Mechanic	26.60	27.40	28.09	28.93	29.80

+ For applicable bonuses, see Article XX of Agreement

xx Progresses to Job No. 0613, Mechanic Welder,

Class A in a minimum of six months if qualified or a maximum of twelve months to qualify.

\* 4-4 Shift Worker

General Construction Section

Job No.	Classification	Rate Per Hour				
		01-01-05	01-01-06	01-01-07	01-01-08	01-01-09
0709	Construction Electrician	\$25.09	\$26.25	\$26.91	\$27.72	\$28.55
710	Apprentice Construction Electrician					
	(1) Entering Rate	23.20	23.90	24.50	25.24	26.00
	(2) After 6 Months	23.61	24.32	24.93	25.68	26.45
	(3) After 12 Months	24.04	24.76	25.38	26.14	26.92
	(4) After 18 Months	24.49	25.22	25.85	26.63	27.43
	(5) After 24 Months	24.82	25.56	26.20	26.99	27.80
	(6) After 30 Months	25.14	25.89	26.54	27.34	28.16
	(Progresses to Construction Electrician, Job No. 0709, after 36 Months)					

General Construction Section

711	Tower Erection Groundman	22.25	22.92	23.49	24.19	24.92
717	Soil Test Operator	24.50	25.24	25.87	26.65	27.45
718	Pipe Bending Machine Operator	24.50	25.24	25.87	26.65	27.45
719	Vibro Hammer Operator	24.50	25.24	25.87	26.65	27.45
720	Magnaflex Operator	24.50	25.24	25.87	26.65	27.45
724	Construction Mechanic, Class A	24.14	24.86	25.48	26.24	27.03
728	Construction Mechanic, Class B	23.20	23.90	24.50	25.24	26.00
732	Construction Mechanic, Class C	22.22	22.89	23.46	24.16	24.88
736	Construction Mechanic, Class D	21.53	22.18	22.73	23.41	24.11
738	Machinist, Class A	25.00	25.75	26.39	27.18	28.00
740	Machinist, Class B	23.00	23.69	24.28	25.01	25.76
742	Machinist, Class C	21.63	22.28	22.84	23.53	24.24
919	Heavy Equipment Operator, Class A	24.50	25.24	25.87	26.65	27.45
920	Heavy Equipment Operator, Class B	24.14	24.86	25.48	26.24	27.03

## FACILITIES MANAGEMENT DEPARTMENT

Job No.	Classification	Rate Per Hour				
		01-01-05	01-01-06	01-01-07	01-01-08	01-01-09
906	Working Foreman	+	+	+	+	+
766	Senior Building Mechanic	\$25.49	\$26.25	\$26.91	\$27.72	\$28.55
768	Building Mechanic					
	(1) Entering Rate	24.53	25.27	25.90	26.68	27.48
	(2) After 6 Months	24.72	25.46	26.10	26.88	27.69
	(F) After 12 Months	25.00	25.75	26.39	27.18	28.00
772	Building Maintenance Man (Corporate Headquarters, Gary, South Bend & Fort Wayne)					
	(1) Entering Rate	22.55	23.23	23.81	24.52	25.26
	(2) After 6 Months	22.80	23.48	24.07	24.79	25.53
	(F) After 12 Months	23.00	23.69	24.28	25.01	25.76
776	Building Maintenance Man Helper (Corporate Headquarters and Gary)					
	(1) Entering Rate	21.08	21.71	22.25	22.92	23.61
	(F) After 6 Months	21.33	21.97	22.52	23.20	23.90
780	Senior Custodian (Corporate Headquarters and Gary)					
	(1) Entering Rate	20.82	21.44	21.98	22.64	23.32
	(2) After 6 Months	21.07	21.70	22.24	22.91	23.60
	(F) After 12 Months	21.33	21.97	22.52	23.20	23.90
784	Custodian A (Entire Company)					
	(1) Entering Rate	13.37	13.77	14.11	14.53	14.97
	(2) After 12 Months	14.53	14.97	15.34	15.80	16.27
	(3) After 24 Months	15.73	16.20	16.61	17.11	17.62
	(4) After 36 Months	16.90	17.41	17.85	18.39	18.94
	(5) After 48 Months	18.08	18.62	19.09	19.66	20.25
	(6) After 60 Months	19.29	19.87	20.37	20.98	21.61
	(F) After 72 Months	20.87	21.50	22.04	22.70	23.38
788	Custodian B (Entire Company)					
	(1) Entering Rate	11.88	12.24	12.55	12.93	13.32
	(2) After 12 Months	13.06	13.45	13.79	14.20	14.63
	(3) After 24 Months	14.26	14.69	15.06	15.51	15.98
	(4) After 36 Months	15.43	15.89	16.29	16.78	17.28
	(5) After 48 Months	16.61	17.11	17.54	18.07	18.61
	(6) After 60 Months	17.79	18.32	18.78	19.34	19.92
	(F) After 72 Months	18.87	19.44	19.93	20.53	21.15

+ For applicable bonuses, see Article XX of Agreement

**METER READING DEPARTMENT**

Job No.	Classification	Rate Per Hour				
		01-01-05	01-01-06	01-01-07	01-01-08	01-01-09
810	Meter Reader					
	(1) Entering Rate	\$13.57	\$13.77	\$14.11	\$14.53	\$14.97
	(2) After 12 Months	14.69	15.13	15.51	15.98	16.46
	(3) After 24 Months	16.02	16.50	16.91	17.42	17.94
	(4) After 36 Months	17.33	17.85	18.30	18.85	19.42
	(5) After 48 Months	18.69	19.25	19.73	20.32	20.93
	(6) After 60 Months	20.03	20.63	21.15	21.78	22.43
	(7) After 72 Months	22.03	22.69	23.26	23.96	24.68

**STORES DEPARTMENT**

828	Senior Stockman (Hammond, Gary, South Bend, Fort Wayne, Logansport, Wabash, Royal Center & Construction Dept.)	23.94	24.66	25.28	26.04	26.82
832	Stockman, Class A	23.00	23.69	24.28	25.01	25.76
836	Stockman, Class B	22.03	22.69	23.26	23.96	24.68
840	Stockman, Class C	21.08	21.71	22.25	22.92	23.61

**CENTRAL STOREROOM**

841	Material Hauler	24.50	25.24	25.87	26.65	27.45
842	Yard Crane Operator	24.50	25.24	25.87	26.65	27.45

**TRANSPORTATION DEPARTMENT**

906	Working Foreman	+	+	+	+	+
868	Special Equipment Mechanic (Construction)	25.49	26.25	26.91	27.72	28.55
872	Garage Mechanic, Class A	25.00	25.75	26.39	27.18	28.00
876	Garage Mechanic, Class B	23.00	23.69	24.28	25.01	25.76
880	Garage Mechanic, Class C	22.03	22.69	23.26	23.96	24.68
884	Garage Mechanic Helper	21.33	21.97	22.52	23.20	23.90
888	Car Washer	20.87	21.50	22.04	22.70	23.38

+ For applicable bonuses, see Article XX of Agreement

**TRANSPORTATION DEPARTMENT**

Job No.	Classification	Rate Per Hour				
		01-01-05	01-01-06	01-01-07	01-01-08	01-01-09
870	Fleet Equipment Mechanic	\$25.74	\$26.51	\$27.17	\$27.99	\$28.83
871	Apprentice Fleet Equipment Mechanic					
	(1) Entering Rate	22.94	23.63	24.22	24.95	25.70
	(2) After 6 Months	23.45	24.15	24.75	25.49	26.25
	(3) After 12 Months	24.02	24.74	25.36	26.12	26.90
	(4) After 18 Months	24.53	25.27	25.90	26.68	27.48
	(5) After 24 Months	25.30	26.06	26.71	27.51	28.34
	(Progresses to Fleet Equipment Mechanic, Job No. 0870, after 30 Months)					

**MISCELLANEOUS**

902	Relief Foreman	+	+	+	+	+
906	Working Foreman	+	+	+	+	+
912	Heavy Crane Operator	26.13	26.91	27.58	28.41	29.26
914	Mobile Crane Operator	25.00	25.75	26.39	27.18	28.00
916	Crawler Crane Operator	25.00	25.75	26.39	27.18	28.00
918	Highway Tractor-Trailer Oper.	24.63	25.37	26.00	26.78	27.58
922	Utility Property Maint. Man (Hammond and Gary)	24.50	25.24	25.87	26.65	27.45
930	Hydro Maintenance Man, Class A (Monticello)	22.60	23.28	23.86	24.58	25.32
934	Hydro Maintenance Man, Class B (Monticello)	21.33	21.97	22.52	23.20	23.90
938	Messenger Service Driver					
	(1) Entering Rate	21.85	22.51	23.07	23.76	24.47
	(1) After 3 Months	22.25	22.92	23.49	24.19	24.92
950	Helper, Class A	21.33	21.97	22.52	23.20	23.90
954	Helper	20.87	21.50	22.04	22.70	23.38
955	Vacation Helper	13.37	13.77	14.11	14.53	14.97

+ For applicable bonuses, see Article XX of Agreement

## EXHIBIT 1



a Northern Company

NORTHERN INDIANA PUBLIC SERVICE COMPANY  
SICK LEAVE CLAIM FORM

## TO BE COMPLETED BY EMPLOYEE

Name	Home Phone	SSN	Employee ID Number
Job Classification	Work Phone	Work Phone	Location/Dept.
Last Day Worked	First Day of Sick Leave	Required to Work on	
Worked <input type="checkbox"/> Injury <input type="checkbox"/>	Is Reasonably a result of your occupation?	No <input type="checkbox"/>	Yes <input type="checkbox"/>
NATURE OF ILLNESS/INJURY (If Injury, describe when, where and how it occurred)			
I affirm that the information contained on this form is true and correct.			
Employee's Signature		Date	

## TO BE COMPLETED BY PHYSICIAN

IS THE EMPLOYEE DISABLED AND UNABLE TO WORK	No <input type="checkbox"/>	Yes <input type="checkbox"/>
DIAGNOSIS OR NATURE OF ILLNESS/INJURY		
DATE ILLNESS/INJURY BEGAN		
DATE(S) EXAMINED:		
Your medical opinion, including symptoms and diagnosis of the illness constituting that the Injury/Injury disabled the employee from work for all of the dates prior to your initial examination:		
Was Hospitalization Required?	No <input type="checkbox"/>	Yes <input type="checkbox"/>
Was Medication Prescribed?	No <input type="checkbox"/>	Yes <input type="checkbox"/>
Was Surgery Required:	No <input type="checkbox"/>	Yes <input type="checkbox"/>
Date of Surgery:		
<input type="checkbox"/> THE EMPLOYEE IS NOT RELEASED TO RETURN TO WORK ESTIMATED DATE OF RETURN:		
<input type="checkbox"/> THE EMPLOYEE IS RELEASED TO RETURN TO WORK RETURN TO WORK DATE:		
<input type="checkbox"/> THE EMPLOYEE IS RELEASED TO RETURN TO WORK (WITH LIMITATIONS) RETURN TO WORK DATE:		
LIMIT LIMITATIONS (No Diagnosis Information)		
Expected Duration of Limitations:		
If Reversal is necessary, on what date?		
As a result of your certification of absence from work, employer may incur a liability for Sick Leave benefits of at least 50% of regular rate of pay.		
Doctor's Signature	Address	
<small>Estimated Position, Public Position or Physician's Specialty</small>		
	City/State	
Date Signed	Phone	



### EXHIBIT 3

All the area contained within the outer perimeter fence now known as Aetna and Construction Department Headquarters, would become one Construction Department crew headquarters. This area will incorporate Aetna Substation Headquarters, Construction Department, Transportation Center, and all the fenced area contained within, and be known as the Construction-Aetna Complex.

For the purpose of mileage reimbursement, the south gate opening on 15th Avenue will be the measuring point and the Construction Department Headquarters Mileage Chart (Rev. 02-12-79) will continue to be valid.

Those Construction Department employees who now have an Aetna or Construction Department Headquarters will be assigned a Construction-Aetna Complex Headquarters and will continue to be given their overtime in their Construction Department classifications when working within this headquarters.

It is the intent of this understanding to combine Aetna, Electric Operations Department and Construction Department Headquarters into one Construction Department Headquarters for the sole purpose of clarification of Construction Department mileage measurements, and to insure that Construction Department employees who are permanently assigned to this location, or temporarily assigned to this location, are paid in their Construction Department classification and overtime set forth in the current Company-Union Agreement.

**EXHIBIT 4**  
**RE-ORGANIZATION OF THE**  
**PRODUCTION DEPARTMENT AT THE**  
**R. M. SCHAFER STATION**

The Company proposes that Units 14, 15, 17 and 18 be grouped into two separate unit groups: Units 14/15 and Unit 17/18.

**I. Assignment of Personnel:**

Prior to the effective date of this Agreement, all Production Department Personnel shall be allowed to request which unit group is preferable and staffing of each group will be determined by seniority.\*\*

**II. Bidding:**

Units 14/15 and Units 17/18 vacancies shall be bid as separate unit groups. (i.e.; CRO - Unit 14/15 or S.O.\* - Unit 17/18)

**III. Relief:**

To obtain required personnel:

- 1st Utilization of Relief Operators from the unit group.
- 2nd Downward or upward relief from operators in the unit group.\*
- 3<sup>rd</sup> Utilization of overtime list from the unit group until all classifications in that unit group are exhausted.
- 4th Utilization of Relief Operators on shift from the other unit group.
- 5th Downward or upward relief from operators in the other unit group.\*
- 6th Utilization of the overtime list from the other unit group until all classifications in that unit group are exhausted.

**IV. Vacations:**

Vacations shall be scheduled by shift groups as per the current labor agreement. (Units 14/15 - Units 17/18)\*

**V. Bumping and Recall:**

Bumping and recall will be by seniority in the classifications at the location regardless of unit groups.

\* Indicates a change to existing contract language.

\*\* Employees will maintain existing unit groups.

## EXHIBIT 5

### AGREEMENT ON DESCRIPTION OF PRECISION MACHINE WORK

1. Lathe work on a straight cut or straight bore of a piece and/or lathe work involving the use of a "Du-more grinder" (brand name) shall be considered precision machine work if the tolerance is within + or - .003 of an inch.
2. All tapered cuts and bores are precision machine work, as well as, all types of thread cutting on a lathe.
3. Work done on a milling machine shall be precision machine work.
4. Machine work which requires an interference fit shall be considered precision machine work.
5. Work on a surface grinder will only be considered precision machine work when a polished finish is required.



## EXHIBIT 7

### MEMORANDUMS NOT CONTAINED IN THE AGREEMENT

1. Memorandum of Understanding on Expedited Arbitration - Rules of Procedure, dated September 14, 1983.
2. Memorandum of Agreement on Equipment Alignments - PA & E Department, dated October 21, 1983.
3. Memorandum of Agreement on Computer Technicians, dated December 16, 1983.
4. Memorandum of Agreement on Garage Mechanic Tool Allowances, dated December 21, 1983.
5. Memorandum of Agreement on the Use of Oxygen Analyzer, dated January 13, 1984.
6. Royal Center Meal Understanding, dated November 14, 1986.
7. Agreement on Pre-Grievance Settlements, dated February 15, 1982.
8. Coal Handling Overtime Agreement dated July 9, 1992.
9. Agreement Regarding Employment of Relatives dated October 12, 1992.
10. Meter Reading Relief Pool Program dated October 19, 1992.
11. Managed Care Network dated December 29, 1992.
12. Centers of Excellence dated December 29, 1992.
13. Agreement Regarding Hammond Area Custodians dated June 8, 1990.

## MEMORANDUM OF AGREEMENT TO MODIFY THE BIDDING PROCEDURE

This agreement represents a mutually developed effort intended to address and resolve concerns arising under the language of the bidding procedure in Article VI of the current Agreement and to provide for more effective administration of the bidding procedure.

1. A restricted employee will be allowed to parallel bid within the same classification, same schedule, and at the same location in secure vacancies when restricted.
2. Any employee whose bidding rights are suspended as per Article VI, Section 29, Part b and who is displaced back to the Temporary Manpower Pool through no fault of his own will have his bidding rights reinstated as if he had only refused one vacancy. Employees from the Temporary Manpower Pool who are not successful in securing a permanent vacancy will continue to be subject to the terms of Article VI, Section 3.
3. Any time a vacancy occurs for any reason within six months from the date the first successful bidder on that vacancy reported to that job, the vacancy will be filled by the remaining eligible bidders on the original bid. If there are no remaining bidders on the original bid, then the vacancy will be filled according to Article VI, Section 16.
4. Simultaneous vacancies will be defined as vacancies from the same "notice of Job Vacancy" posting and the next scheduled posting only which are of the same job classification regardless of location or schedule. (Current procedure for assessment of penalty for refusal will remain. See examples below:)

One week A there are three (3) Meter Reader vacancies posted. The employee bids on all three (3). One week B two (2) more Meter Reader vacancies are posted and the employee bids on them, also.

Week A  
Meter Reader - Hobart  
Meter Reader - Gary  
Meter Reader - Crown Point

Week B  
Meter Reader - Valparaiso  
Meter Reader - Hammond

EXAMPLE ONE: The Hobart vacancy is the first vacancy offered to the employee and he accepts it. He may accept or reject any of the four (4) remaining vacancies without being assessed any penalties. These are simultaneous vacancies.

EXAMPLE TWO: The first vacancy offered to the employee is Hobart. He rejects it and earns one (1) penalty. The second vacancy offered is Gary. The employee accepts it and may accept or reject the three (3) remaining vacancies without a penalty. The penalty earned for the rejection of the Hobart vacancy is removed.

EXAMPLE THREE: The employee is offered the Hobart vacancy and rejects it, earning one (1) penalty. The employee is then offered the Gary vacancy and rejects it. A second penalty is earned and the employee is restricted from further bidding per Article VI, Section 29. In the event that the employee is the successful bidder on any of the three (3) remaining Meter Reader vacancies and he accepts one, the penalties earned will not be assessed.

**MEMORANDUM OF AGREEMENT BETWEEN  
THE UNITED STEELWORKERS OF AMERICA  
LOCAL 12775 AND  
NORTHERN INDIANA PUBLIC SERVICE COMPANY**

RE: UNUSUAL SCHEDULES RESULTING FROM  
CHANGES IN SHIFT IDENTITY AND PREMIUM  
PAY ELIGIBILITY

Occasionally, when an employee transfers from one shift identity to another, the resulting schedule causes the employee to work an unusual number of consecutive days. Under similar conditions, there will be situations in which the employee is eligible for premium pay and instances in which premium will not be paid. The following conditions will determine eligibility for premium pay:

<u>Reason For Change</u>	<u>ELIGIBLE FOR PREMIUM RATE</u>	<u>NOT ELIGIBLE FOR PREMIUM RATE</u>
Bids - Qualified on New Job	X	
Bumped by Company	X	
Disqualified by Company/Failed School	X	
Job Appropriation per Agreement	X	
Transferred - Company Request	X	
Bids - Not Yet Qualified on New Job		X
Transferred - Employee Request		X
Disqualified Self		X
Requests Return to Regular Job		X
Transferred - Discipline		X

The shift identity of the employee at the beginning of the work week preceding the change will determine the normal days off for which premium will be paid. A 6-2 shift-worker will receive premium pay, when eligible, for work performed on the 7th and 8th consecutive days worked. The applicable premium shall be one and one-half (1-1/2) times the hourly rate on the 7th day and two (2) times the rate for the 8th day. Forty (40) hour non-shift employees will be paid at one and one-half (1-1/2) times the hourly rate for work performed on the 6th and 7th consecutive days, when eligible, except that all hours worked on Sunday shall be paid at double time.

## TEMPORARY REPLACEMENT OPTIONS LOCAL 12775

When the Company determines that there is a need for a temporary work force in any of its areas of operation, the following provisions will apply:

- 1) Those employees on a lay-off status will be provided the opportunity to select TMP position.
- 2) When the Company determines a need for temporary positions, the laid-off employee will be provided an option of selecting geographical regions for employment opportunities. (See form on Page 142). The temporary position will be offered to laid-off employees by seniority, consistent with and limited to their geographical sections.
- 3) A one time offer will be presented and if the employee refuses, he/she will not be presented with another opportunity to select a temporary position for the remainder of that season.
- 4) The laid-off employee with recall rights, who accepts a temporary assignment shall be entitled to maintain his/her rights of recall, but while serving in a temporary position he/she will assume the rate and other conditions applicable to that position.
- 5) The employee on lay-off currently holding an incumbent rate must forego that rate while working in the temporary position, but will retain the incumbent rate for recall to their regular full-time position (per Article VI, Section 22).
- 6) Those who accept temporary positions will be required to perform the job in question to conform to the standards set for it by the job description.
- 7) Once an employee has accepted a temporary position, he/she will not be eligible to select alternate temporary positions. Should an employee's temporary assignment terminate, that employee will return to layoff status. If the employee chooses not to continue in the temporary assignment, he will be returned to lay-off status and will not be provided another opportunity to work in a temporary position during that season.

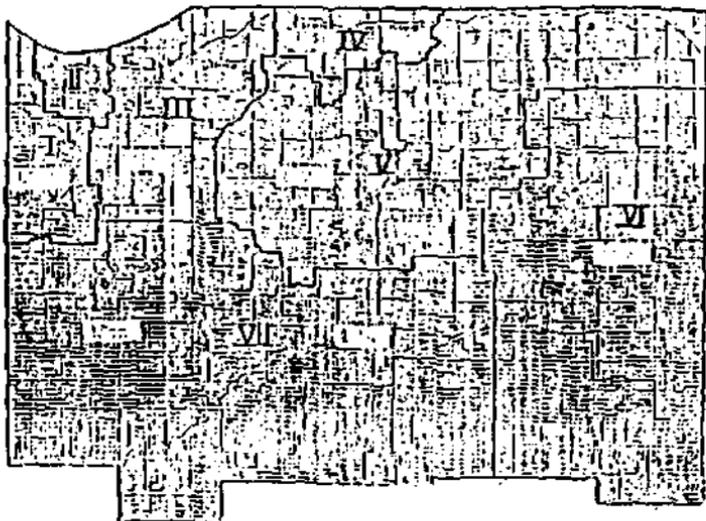
- 8) As a condition of this proposal, when temporary assignments are necessary in a particular department and location, it will not be a requirement to recall displaced employees to their regular positions prior to the utilization of the temporary work force, as stated in Article VI, Section 3 of the current Agreement with Local 12775, effective June 1, 1980, or as established in any other practices and prior understandings.
- 9) Permanent full-time employees who are laid-off during the time when TMP's are working under the terms of this agreement will be provided the opportunity to displace only the junior TMP employee working in geographical areas consistent with the employee selections. The employee must accept the location and all other conditions and requirement of that job assignment.

The purpose and intent of this offer is to provide laid-off employees with additional options for employment which they currently do not have in the labor Agreement.

A central job appropriation processing center(s) will be established by the Company. This facility(ies) shall process the final transactions involved with employee job appropriations. The affected employees shall be scheduled for an appointment at the processing center(s). Appointments shall be so scheduled as to afford the employee a reasonable amount of time in which to review, analyze, and make his/her decision. Under extreme conditions, the employee will be allowed the following morning to make his/her determination. The employoc will be provided the day of the appointment to determine his/her new job assignment and will be transferred to the new location the next day. During this processing period the Company shall incur all expenses for travel, lost time, etc.

When an employee has more than one option, the employee will be required to determine a priority of his/her selections so that the Company will be able to properly arrange the movements of its affected employees.

The Company shall provide adequate space for a physical representative appointed by the Union at the processing center(s). These union representatives may assist and counsel all affected union employees processing through the center.



NAME \_\_\_\_\_ HOME REGION \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

SOCIAL SECURITY NO. \_\_\_\_\_ PHONE NO. \_\_\_\_\_

JOB NUMBER/  
CLASSIFICATION \_\_\_\_\_ TEMPORARY  YES  NO  
PART-TIME

OPTION SELECTION

COMPANY-WIDE  RECALL ONLY TO FORMER CLASSIFICATION   
REGION I II III IV V VI VII  
(Check boxes which apply)

RECALL TO \_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_ PERSONNEL SUPERVISOR \_\_\_\_\_

DATE \_\_\_\_\_

## SUPPLEMENTAL UNDERSTANDING

Concerning the medical and life insurance coverages for laid-off employees, the Company would make the following proposal:

1. The laid-off employee's medical and life insurance coverage will remain in effect the remainder of the calendar month in which lay-off occurs and the following calendar month.
2. A deduction from payroll will be made if the employee works one day in the work period in which there is a scheduled payroll deduction for insurance premium payment.
3. The Company will pay the full cost of any remaining unpaid premiums for the coverage period as outlined above.

Should the laid-off employee be re-employed, either in a regular job or as a member of the Temporary Manpower Pool during the time frames outlined above, the provisions in paragraph 3 would not apply. Medical and life insurance coverages would remain in effect as if he were an active employee and appropriate payroll deductions would be made to recover that portion of the premium payments normally made by the employee.

From the date of the employee's initial separation from active employment with the Company, the laid-off employee has the option of being covered under provisions of the group plan for a period of 12 months maximum by paying 100% of the premium. These premium payments must be made to the Company in advance. Medical and Life insurance premium payments must be made and in the possession of the Compensation and Benefits Department, Southlake Complex, by the last working day of the month prior to the month of the coverage. Otherwise, termination will occur on the first of the month and the normal 90 day waiting period provisions would apply concerning the re-establishment of insurance coverages.

Subsequent to the expiration of the covered time periods outlined above, the laid-off participant may apply to the insurance carrier for coverage under the Conversion Privilege of the policy.

## PRE-ENTRY TRAINING PROGRAM PRODUCTION DEPARTMENT

1. A pre-entry school shall be conducted prior to an employee entering the operating line of progression. This school will consist of the following separate courses:

- A) Power Plant Orientation
- B) Basic Electric
- C) Print Reading (Mechanical Prints)
- D) Basic Combustion

Employees shall be required to achieve a grade of 70% for each course A-D in order to successfully pass the pre-entry school. (See Attachment 'A').

Employees currently in the operating line of progression, shall continue to attend these courses and qualify according to the previous training outline as they progress upward.

- ii. Annually with the first posting in February and the first posting in August, the Company will bid five Station Operator (S.O.) jobs Company-wide; one job at B.G.S., D.H.M.G.S., and M.C.G.S., and one job for each Unit Group at R.M.S.G.S. Based upon projected needs at each location, the Company will select a number of employees, if any, that will attend the next Pre-Entry Training Program. Upon successful completion of the training program, those employees who bid on a particular station (location) will form a manpower pool for that particular station (location) from which any Station Operator job vacancies will be filled (based on seniority) for the six month period. Successful bidders shall be allowed to hold bids in all five manpower pools. If an employee accepts more than one bid, the Company may send alternate bidders (by seniority) to the Pre-Entry School.

It is understood that the employee's time to qualify shall begin upon reporting to the job.

Failure to report to the job after completion of the training program during the first two (2) years following training, or, withdrawal from the job after reporting, will result in a restriction from bidding Company-wide for a period of six (6) months from the scheduled reporting date or withdrawal date. Employees who fail to report to the job more than two (2) years after completion of the training will receive one (1) bid penalty for each such rejection.

- III. Employees who have successfully completed the training program shall not be required to do so again. Bids will be valid for six months. New bids will be necessary every six months in order to remain a successful bidder.
- IV. If an employee has vacation scheduled during the scheduled pre-entry school, he shall forego the scheduled vacation and be allowed to reschedule his vacation at a later date based on existing contract language in regard to vacations.
- V. The Company reserves the right to schedule additional pre-entry training schools and post additional job vacancies as required.
- VI. Employees who bump into the operating line of progression shall report directly to the job to begin training and shall attend the next available pre-entry school. Time spent at the pre-entry school will not be counted toward the time as per Article VI, Sections 5, 9, and 12E of the current Agreement.
- VII. Implementation of this program (Pre-Entry Training Program) will begin after completion by the Company, and review by the Union, of the revised "Basic Electricity" course.
- VIII. Pre-Entry bids posted with the first posting in February will be valid for vacancies filled for a 6-month period commencing May 1st and ending October 31st of that same year. Pre-Entry bids posted with the first posting in August will be valid for vacancies filled for a 6-month period commencing November 1st of that same year and ending April 30th of the following year.

### Attachment "A" Training

Training schedule for operators at Bally Generating Station, D. H. Mitchell Station, Michigan City (Unit 12) and R. M. Schahfer Generating Station:

<u>Classification</u>	<u>Training Time Months</u>	<u>Pass/Fail Requirements</u>	<u>Formal Schools</u>	<u>School Length (Days)</u>
Pre-Entry Prog.	1	70% Test	Power Plant Orientation	5
		70% Test	Basic Electric	6
		70% Test	Print Reading	4
		70% Test	Coal Combustion	2
Station Operator	6	No Test	Fire School	2
		No Test	Basic Simulator (514)	3
		No Test	523 Simulator	3
		70% Text	Interpretation of Drawings	5
		70% Test	Switchyard Trng.	3
Control Room Oper.	6	Performance Test	Simulator Basics DHMGS, BGS, RMSGs, (514) MCGS (520)	5
		Performance Test	Advance Simulator DHMGS (514) RMSGs, BGS MCGS (520)	5
Relief Operator	2	Refamiliarization will be provided for Relief Operators who come from another generating station.		

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**UNITED STEELWORKERS OF AMERICA,**  
**ON BEHALF OF LOCAL UNION 12775 AND**  
**NORTHERN INDIANA PUBLIC SERVICE COMPANY**

**RE: SUBSTATION ELECTRICIAN WORK SCHEDULES**

- I. The Company and Union agree to the following provisions relative to filling of the Company determined variable-rotating work schedules and complements for Substation Electricians within the Substation Department locations.
  - A. The variable-rotating work schedules as established by the company will be designated A, B, C and D.
  - B. The variable work schedules will rotate according to one of two (2) options:
    1. **Option I**  
All employees will be subject to rotation on the variable schedules.
    2. **Option II**  
Employees will be subject to rotation on the variable schedules as established by the Company except Schedule C. Schedule C will not rotate but will be fixed for a six-(6) month duration. The filling of this schedule will be based on seniority.
- The option that will be selected at each location will be the result of a one-time poll of the workers at each location, and the majority vote will determine the option to be utilized at that location
- C. The Company will permit an employee - under limited circumstances - to exchange schedules, provided the same employee does not frequently make that request. The employee wishing the exchange will be responsible

for finding another equally-qualified employee to accept the schedule change. The request will be made in writing and must be signed by the supervisor in order for that exchange to be accepted. The schedule change will not disadvantage the Company in any way and the request must be made two (2) working days in advance of the requested date of change. These trades will normally involve one or two days in length.

D. The rotation procedure will not affect the employees vacation schedule.

ii. When temporary, around-the-clock scheduling is required for projects such as "vacuum filling", the following procedure will be used:

A. In those locations with adequate employee complements, scheduling will be on eight-(8) hour increments around-the-clock. The Company will provide the senior employees the first option to change their schedule so that they can work on this temporary assignment.

In either event, if adequate numbers of employees do not voluntarily accept these temporary schedules, the management will then assign the qualified junior employee(s) to fill the Company schedule.

## PROCEDURE FOR APPROPRIATION INTO APPRENTICE PROGRAMS

1. The Company has identified 16 classifications with prerequisite apprenticeship programs. A listing of those classifications is enclosed (Exhibit A).

### APPRENTICE PROGRAMS

<u>JOB CLASSIFICATION</u>	<u>JOB #</u>
Lineman	408
Electric Serviceman	404
Station Instrument Technician	240
Certified Station Welder	233
Substation Electrician	358
Station Electrician	216
Station Mechanic	235
Station Chemical Technician	244
Serviceman	681
Gas Serviceman	680
Servicenter Electrician	362
Electric Meterman	470
Construction Electrician	709
Mechanic Equipment Operator A	626
Pipe Mechanic	631
Fleet Equipment Mechanic	870

Employees will not be permitted to appropriate a job in any of the above classification, unless the employee has previously qualified in that classification.

## MEMORANDUM OF UNDERSTANDING

1. Employees who, at the time of their lay off with recall, are receiving sick leave benefits shall continue to receive those benefits for as long as they remain disabled and unable to perform any work. The period of eligibility shall be as provided for under the terms of Article XIV. Sick leave status will in no way prevent or delay layoff under Article VI.
2. In accordance with Article XIV, Section 9, all claims for sick leave benefits must be documented. Due to the inability of the Company to otherwise monitor the status of such disabilities, laid off employees receiving sick leave benefits shall provide additional Doctor's Certificates from time to time as warranted by the nature of the disability for the duration of their illness or injury.
3. In order to monitor the status of these cases, the Manager of Compensation and Benefits Department will request a release of medical records on an ongoing basis to document the continuation of a laid off employee's disability.
4. The Chief Company Doctor shall order an examination of a laid off employee as warranted. Any examination ordered shall be by a Company Doctor chosen by the employee from a list provided by the Company, at Company expense. In the event the Company Doctor and the employee's personal doctor do not agree, the local medical society shall name a doctor to examine the employee at Company expense. The report of such doctor shall be final.
5. Employees who become disabled and unable to perform due to personal illness or injury sustained off the job after the date of their layoff shall not be eligible for sick leave benefits under Article XIV.
6. The foregoing provisions shall not apply to disabilities resulting from self-inflicted illnesses or injuries caused to generate sick leave benefits prior to layoff.
7. Employees receiving sick leave benefits under this procedure will not be eligible for Unemployment Compensation Benefits.

## **MEMORANDUM OF UNDERSTANDING**

The Northern Indiana Public Service Company and the United Steelworkers of America, Local Unions 12775 and 13796 agree to the following terms and conditions in order to resolve the issues related to providing attendance point information to the bargaining unit employees.

1. Every employee in each bargaining unit will receive one time only, a Voluntary Absence Detail Report of their absence record and points as of December 31, 1988. These reports will be issued during the month of January, 1989.
2. The employees will be advised, in writing, that due to unsupported illness or injury absences not documented and other time not yet reported, their total points may differ from the number indicated on the Detail Report. Each employee should review the Report carefully.
3. Following the Company-wide distribution of attendance point information, individual employees may request an updated Voluntary Absence Detail Report of their attendance record no more than once every sixty (60) days. Requests for updated reports shall be submitted in writing to the Manager of Labor Relations.
4. This procedure shall resolve any outstanding grievances on file with Local Union 12775 and 13796 regarding employee requests for absence point information under the Company Attendance Program.

## MEMORANDUM OF UNDERSTANDING

A grievance over the maintenance of the UPIC, generated by the I&C Department, has passed through the various steps of the grievance procedure. Both the Company and the Union have expressed an interest in attempting to resolve this issue short of the arbitration hearing. The duties in question are currently being performed by non-bargaining unit employees.

A summary of duties as currently performed is:

### ROUTINE:

CHANGE DATA DISK	MOE - DAILY (M-F)
CALIBRATE DATA LOGGER	PSD - SCHEDULED

### PERIODIC:

REPAIR OF DATA LOGGER	PSD - AS NEEDED
DEVELOPMENT OF SOFTWARE	AUTHORS - AS NEEDED OR DESIRED TO IMPROVE SYSTEM
REPAIR OF COMPUTER	MOE - REPLACE AS NEEDED
MAINTENANCE AND REVISIONS TO SOFTWARE	MOE - AS NEEDED

The following proposal reflects the parties' earnest attempt to re-distribute the UPIC duties to the appropriate departments.

### ROUTINE:

CHANGE DATA DISK	PROD. DEPT. (C.R.O.) - DAILY
CALIBRATE DATA LOGGER	I&C TECH. - SCHEDULED

### PERIODIC:

REPAIR OF DATA LOGGER	I&C TECH. - AS NEEDED
REPAIR OF COMPUTER	I&C TECH. - REPLACE AS NEEDED
DEVELOPMENT OF SOFTWARE	AUTHORS - AS NEEDED OR DESIRED TO IMPROVE SYSTEM
MAINTENANCE AND REVISION TO SOFTWARE	I&C TECH. - AS DIRECTED UNDER SUPERVISION

The only UPIC responsibility that has not been transferred to the bargaining unit is that of software development. The author of the software retains the right and responsibility to research, develop, enhance, and test the base program which is running on the UPIC. This computer may be used by any appropriate management or union personnel in the course of performing their designated duties.

## **MEMORANDUM OF AGREEMENT**

### **BETWEEN USWA, LOCAL UNION 12775 AND NORTHERN INDIANA PUBLIC SERVICE COMPANY**

This Agreement between the Company and the Union is a mutual understanding in principle that the following concepts would provide a basis for the final resolution of outstanding issues related to Grievance No. 919.

1. As the final resolution of arbitrating Grievance 919, a modified system will be implemented in handling customer service and trouble calls in the Calumet, Dunes, Gary and Northeast Divisions.
2. A new Physical Union job classification will be established in the Gary and Goshen District Customer Service Department to work in conjunction with the Customer Works Dispatcher.

One (1) Bargaining Unit employee will be assigned per schedule on a 5-2 around-the-clock, seven (7) day per week rotating schedule to be developed by the Company. In Gary, there will be five (5) Bargaining Unit employees in this classification with the fifth employee who will not be in the normal rotation. His function will be to provide relief for the other Bargaining Unit employees. In Goshen, there will be four (4) Bargaining Unit employees in this classification. In both Gary and Goshen, the fourth employee on the normal day schedule will be used for relief when needed, and their schedules will not be filled. This new classification will be assigned a separate rate and schedule from that of Dispatcher-Operator, Job No. 316, and will require that separate overtime and other work rules be established.

3. The Non-Bargaining Unit Dispatchers will be assigned as Supervisors of dispatching on each after-hours schedule. In Goshen, this after-hours supervision may be the standby supervisor on duty.
4. During normal work hours the Bargaining Unit dispatcher may assist the Non-Bargaining Unit dispatchers in performing his work assignments to provide continuity and efficient service to the customers. During emergencies, severe outages or other such similar situations that occur after normal working hours, the

dispatching function and operation will revert back to normal working hours operation. A Non-Bargaining Unit employee may replace the Bargaining Unit dispatcher on schedule in the event that employee does not come to work for whatever reason for periods up to one (1) day. Should the supervisor choose to call out an employee to fill the vacancy, he shall do so from an overtime list of the employees off schedule in that department. Should no Bargaining Unit dispatcher be available, the supervisor will utilize other trained, qualified employees from the Physical Bargaining Unit. If no currently trained and qualified employees are available, employees from within a selected department will be utilized.

5. The 5-2 work schedule will cause a premium pay situation during certain time frames for which 1 1/2 times base rate will be paid. The meal provision contained in the contract shall not be applicable under these conditions.

An employee in this classification shall work no more than eight (8) hours in one day in addition to the eight (8) hours of his regular schedule. On days when he is not scheduled, he shall work no more than sixteen (16) hours in one day.

6. In the Dunes Division (Michigan City, LaPorte, Chesterton and Valparaiso Districts), after-hours and weekends calls will be directed to the Gary District Dispatching Center.

### **LETTER OF UNDERSTANDING CONCERNING BETTER LABOR/ MANAGEMENT RELATIONS**

A joint task force shall be formed consisting of six (6) persons, half of whom shall be Union employees. The Union members of the Committee shall be a United Steelworkers of America Staff Representative and the Presidents of Local Unions 12775 and 13796. The Company members of the Committee shall be at the Vice President level of the Company. The purpose of the Committee will be to implement ways and means of improving Labor/Management relations at all levels of the Company. The cost of the bargaining unit employees' lost time (as established by past practice) and reasonable expenses for serving on this Committee shall be borne by the Company.

This letter of understanding and/or any recommendations made by the Committee will not in any way alter the terms of the current labor agreement effective June 1, 1984.

## **LETTER OF UNDERSTANDING CONCERNING A COMMITTEE ON CONTRACTING OUT**

Within sixty (60) days of ratification of this Agreement, a joint Contracting Out Committee shall be formed consisting of four (4) persons, half of whom shall be members of Local Union 12775. A United Steelworkers of America, Staff Representative and the Vice President and General Manager, Corporate Services, shall assist the Committee on an as needed basis. Ad hoc Committee members may be added by mutual agreement determined by topics under discussion. The Committee shall discuss any problems with respect to contracting out brought to the attention of the Committee. The Committee shall meet at such times as are mutually agreed to by all members. The cost of the bargaining unit employees' lost time (as established by past practice) and reasonable expenses for serving on this Committee shall be borne by the Company.

Notification will be provided to the Union of the Company's intent to contract out major new construction, including major modifications, retrofitting, reconstruction and major unit overhauls, etc.

Before any other items of work at a location, of a type normally and regularly performed by employees covered by the current Labor Agreement at such location, are to be contracted out, the Committee members shall, except under emergency conditions or critical situations requiring immediate action, be notified in advance of the final decision to contract out the work. Such notice shall be in writing, in a standard format and shall be sufficient to advise the Committee of the location, type, scope, duration, timetable, cost and reasons for such contracting out. Any information provided to the Committee members shall be held in complete confidence.

Should the committee resolve any contracting out matter, by unanimous vote, such resolution shall be final and binding but only as to that matter under consideration and shall not affect future determinations under Article XVII, Section 2 of the Collective Bargaining Agreement.

This letter of understanding and/or any recommendations made by the Committee will not in any way alter the terms of the current Labor Agreement effective June 1, 1984.

## **IMPLEMENTATION OF A 12-HOUR SCHEDULE**

During the term of the contract, the Union or the Company may approach the other party about placing employees on a 12 hour "4-4" schedule. The rules herein cover generating stations and all other locations that work a 6-2 schedule. The implementation of this alternative schedule will be determined locally and will not affect any other location or department which does not desire to be placed on the alternative schedule.

The following conditions will govern the implementation of the 12-hour schedule:

1. The Union must notify the Plant Manager of the specific Generating Station of its request to place a department(s) under the "4-4" schedule.
2. Local Management and Union officials will be responsible to reach an agreement on specific particulars to the area involved (e.g. date of implementation).
3. Specific Contract modifications which address hours of work, vacations, holidays, overtime, training, and other general conditions and rules for the "4-4" schedule are attached.
4. The local agreement regarding the "4-4" schedule may be dissolved at the request of either party by providing at least 60 days written notice to the other party. In the event the "4-4" schedule is dissolved by either party, the "6-2" schedule will be reinstated for the duration of the contract.

### 12-HOUR 4/4 WORK SCHEDULE

- I. **SCHEDULE ARRANGEMENTS** (Production Department in the Generating Stations):
  - A. All personnel in the Department will be placed on a 12-hour work schedule, (4) 12-hour days on and (4) 12-hour days off.

- B. The employee's day and night schedules will rotate. The night shift will rotate to days after (to be determined) and the day group will rotate to nights for (to be determined).
- C. These schedules require the same consideration that is currently done (6-2 schedule) with regard to filling of vacancies.

**II. SCHEDULE ARRANGEMENTS (All other Departments):**

- A. All personnel in a Department approved to work this schedule will be placed on a 12-hour work schedule. (4) 12-hour days on and (4) 12-hour days off.
- B. The employee's day and night schedule will rotate. The night shift will rotate to days after (to be determined) work schedules and then a day group will rotate to nights for (to be determined) work schedules.
- C. These schedules will not provide for any mandatory relief. Relief will be at Management's discretion in accordance with this Agreement and the current Labor Agreement.
- D. The number of persons required on each schedule, if any, will be determined by Management.

**III. RULES AFFECTING 12-HOUR SHIFT:**

- A. First-step grievance time limit shall be waived, but grievances shall be heard as soon as possible, but no later than (5) days after the grievant returns to day schedule.
- B. When a shift worker is scheduled 40 hours or more in the same work week and misses one or more of those days for any reason, the hours scheduled and worked in excess of the 40 hours scheduled, will be paid at the applicable premium rate. If the day off includes scheduled hours over 40 and for reasons for granting base pay, the allowance shall be at premium.
- C. Article XVII, Section B, Page 85, will apply with the following additions:

1. When a person qualifies in Section 8A, eight (8) hours of the fourth day will be excused absence.
  2. When a person qualifies in Section 8B, the last four (4) hours of the third day will be an excused absence.
  3. When a person qualifies in Section 8C, the last eight (8) hours of the second day will be an excused absence.
- D. Article XX, Section II (Sunday Bonus), this bonus is applicable.
- E. Article XX, Section 8 - a 12-hour shift employee shall receive applicable allowance per hour in addition to his regular hourly rate of pay for each of his scheduled hours of work during the night schedule.
- F. An employee who is injured in the course of his employment with the Company shall receive one hundred percent (100%) of his base pay. If the day off would have included scheduled hours over forty (40) in the same work week, the allowance shall be at premium.
- G. Bids for job vacancy will be posted as per the following example:

<u>Vacancy</u>	<u>Number</u>	<u>Job Title</u>	<u>Job No.</u>	<u>RATE</u>		<u>Location</u>
				<u>Minimum</u>	<u>Maximum</u>	
P-		Relief Operator	207	-	-	RMSGs

- H. Department personnel will not be allowed to bid from one position to a similar position at the same location. The only exceptions to this will be when an employee bids from a "Conditional Vacancy" to a "Non-Conditional Vacancy." Conditional vacancies shall be defined as follows:

"Promotions to supervision (one year maximum), Operator bidding out of Operator Program to another program for which he is not qualified (until qualified)."

1. If a holiday occurs on a day that an employee is receiving sick leave benefits, the employee will be paid eight hours holiday pay and four hours of sick leave for the duration of the shift.

#### **IV. WORK-DAY ARRANGEMENTS:**

##### **Hour Schedule:**

- A. A normal schedule of work for a 4-4 shift employee shall be twelve (12) consecutive hours each day for four (4) consecutive days with the 5th, 6th, 7th, and 8th days off. The work day shall consist of twenty-four (24) hours commencing each day at the beginning of the "day" shift. The work week will consist of seven (7) consecutive days beginning each Monday at the beginning of the day shift.
- B. The lunch period will be paid and will be taken as per current Agreement, Article XI, Section 3A, Page 46.
- C. When the time of an employee's schedule overlaps into two (2) days, it shall be counted as having been worked entirely in the day in which the scheduled starting time began.
- D. All scheduled time worked in excess of forty (40) hours within the work week shall be paid for at one and one-half (1 1/2) times the hours worked times the hourly rate of pay.

#### **V. VACATIONS:**

- A. Vacation eligibility and scheduling will be as per this Agreement and the current Agreement.
  1. OLOP employees will fall under all provisions stipulated in Article VIII, with one (1) exception:
    - a) OLOP employees shall schedule vacations in the order of their seniority within their shift group.

Station Operators will select vacations by seniority amongst other Station Operators on their shift. Control Room Operators and Relief Operators, for vacation scheduling purposes only, will select vacation preferences among other Control Room Operators and Relief Operators on their shift.

Prior to implementation, local employees will have a one time vote to appropriate a group change by seniority within classification.

These vacation provisions will commence with the scheduling of 1994 vacations.

- B. Should a work schedule conflict with a vacation schedule during the transition into the 4-4 program, the work schedule may need to be changed.
- C. Employees transferring from a 6-2 or 5-2 schedule to this 4-4 schedule will calculate their vacation as follows:
  - 1. A full week of 6-2 (six, eight hour days) or 5-2 (five, eight hour days) will become a full week of 4-4 (four, 12-hour days) vacation.
  - 2. Single eight (8) hour day/s of vacation will become single twelve (12) hour days of vacation.
- D. Employees transferring from this 4-4 schedule to a 6-2 or 5-2 schedule will calculate their vacation as follows:
  - 1. One full week of 4-4 schedule (four, 12-hour days); vacation will become one full week of 6-2 schedule (six, eight hour days); or one full week of 5-2 schedule (five, eight hour days) vacation.
  - 2. Single twelve (12) hour day/s of vacation will become single eight (8) hour days for either 6-2 or 5-2 schedules.
- E. No hours in the vacation schedule shall be considered as overtime unless the established schedule of the employee,

while on vacation, would be included more than 40 scheduled hours in the same work week in which case premium shall be paid for all scheduled hours over 40 in the week during the vacation period.

**VI. HOLIDAYS:**

- A. Holidays will be observed as per the current Agreement.
- B. Each eligible full-time employee shall receive eight (8) hours' time at his regular hourly rate of pay for each holiday. When a holiday occurs on a day that a 12-hour shift worker is to receive premium pay for hours scheduled over 40, the employee shall move the hours scheduled over 40 to the previous straight time workday and receive the applicable premium pay.
- C. Employees who are required to work on a holiday as part of their regular schedule shall receive in addition to holiday pay one and one-half (1 1/2) times the hours worked at their hourly rate of pay.

**VII. OVERTIME:**

- A. Low-man off call-out procedure shall be used.
- B. Employees working under this schedule shall be eligible for overtime commencing with the shift after his last regularly scheduled shift and ending the shift before his first regularly scheduled shift, except that an employee having worked overtime during the second shift prior to the start of his regularly scheduled shift shall not be eligible for overtime on the first shift prior to the start of his regularly scheduled shift. He shall work no more than twenty-four (24) hours for any continuous period. An employee must have a minimum rest period of twelve (12) hours before becoming eligible again for overtime work. The provision for rest period after 16 hours of continuous work as outlined in Article XI, Section 19, does not apply.

- C. Article XI, Section 11: Any hours worked outside the employee's stated schedule of work shall be at the premium rates prescribed by this agreement. Schedule for premium pay on days off on 12-hour shift.

	<u>Day 1</u>	<u>Day 2</u>	<u>Day 3</u>	<u>Day 4</u>
4 days off	1-1/2	1-1/2	1-1/2	2

If an employee works his/her first and second day off and is offered overtime on the third day off, the third day will then be paid at two times the hourly rate.

- D. Employees working under this schedule will not be eligible for overtime during the employee's scheduled work week. Overtime eligibility is stated in Rule VII "B".

#### VIII. TRAINING

- A. If necessary, 12 hour employee's regular schedule shall be changed to accommodate scheduling for training purposes.
- B. When a 12-hour shift employee is scheduled to work the day before the start of a scheduled school, the employee shall be scheduled to work the day schedule (the scheduled day and/or days before school begins). Anyone attending school should not be scheduled to work on the preceding day after the end of day shift. The employee shall not be eligible for or charged for overtime after the end of day shift, the day prior to the start of school.
- C. It is understood by both parties that when an employee attends a school, the Company will pay the employee a minimum of 76 straight-time hours for that pay period (the minimum 4-4 schedule pay period).

#### IX. GENERAL CONDITIONS:

- A. Unless expressly changed or modified by this schedule, the terms and conditions of the current Agreement shall apply.

- B. Periodic schedule exchanges will be allowed, for a minimum and maximum of one (1) schedule. The procedure will be Shift Schedule Exchange Procedure.
- C. During the transition from the 6-2 schedule to this 12-hour schedule, the Company agrees to pay each employee a minimum of 76 straight time hours. No other burden will be borne by the Company because of the transition.
- D. During the transition from the 6-2 schedule to this 12-hour schedule or from the 12-hour schedule to a 6-2 schedule, the Company agrees to pay each employee a minimum of 76 straight-time hours for that pay period.

No other burden will be borne by the Company because of these transitions except as mandated by State or Federal wage laws.

- E. It is understood by both parties that 100 hours, 84 hours, 76 hours and 92 hours are the typical pay periods for this 4-4 work schedule.
- F. Any references to six (6) days in the current Agreement will be replaced by four (4) days for such things as unit assignment.

#### **12-HOUR 4/4 SCHEDULE: OVERTIME CALL-OUT PROCEDURE**

The "Low man off call-out procedure" referred to in the 12-Hour 4/4 Work Schedule Agreement, Section VII A, is described below. The guidelines for 6-2 shift vacancies for the first two days (200 hour rule, etc.) do not apply to the 4/4 overtime applications.

To obtain personnel for vacancy or an addition to the shift complement, the overtime should be offered in this sequence:

1. Employees on one of the four scheduled days "off-shift." The 4/4 work day is a 24-hour period the start of the day shift to the following day at the start of the day shift. Example: An employee working his fourth day on the day shift (6:00 a.m. - 6:00 p.m.) is not on a "scheduled day off" until the following day at 6:00 a.m.

The overtime is offered to this group by the employees' respective overtime list standing and eligibility.

2. If the group of employees on their "off-shift" days is exhausted, the Company may elect not to fill the vacancy. If the Company elects to fill the vacancy, prior to working a Supervisor, the Company will waive the 12-Hour Rule. After working 24 hours the employee will have a 12-Hour unpaid rest period. Note: Employees shall work no more than 24 hours for any continuous period.

#### **EXAMPLES OF OVERTIME ELIGIBILITY: 4/4 SCHEDULE**

	<u>Day 1</u>	<u>Day 2</u>	<u>Day 3</u>	<u>Day 4</u>	
Day Shift					
6:00 a.m.-6:00 p.m.	///A///	A	A	A	Shift Groups "On Shift"
Night Shift					
6:00 p.m.-6:00 a.m.	B	B	B	///B///	Shift Groups "Off Shift"
	C	C	C	C	
	D	D	D	D	

1. A vacancy for "A" Group on Day 1: Go first to the eligible employees in "C" and "D" Groups. Prior to working a Supervisor offer to eligible employees in "B" Group.
2. A vacancy for "B" Group on Day 1, "A" or "B" Group on Days 2 or 3, or "A" Group on Day 4: Go to eligible employees in "C" and "D" Groups only. Prior to working a supervisor offer to "A" or "B" Group.
3. A vacancy for "B" Group on Day 4: Go first to the eligible employees in "C" and "D" Groups. Prior to working a Supervisor offer to eligible employees in "A" Group.

Contractual requirements for qualification and classification still apply.

The parties agree that the following procedure shall apply to department attempting to convert to the 12-hour 4/4 schedule.

Once each year, if necessary, the employees may petition to request a vote to select a shift schedule. The petitioning process will take place in November of each year.

If a minimum of 30% of department employees petition for a change of schedule, a vote shall be taken. The vote will take place once each year in the first two weeks of December.

A simple majority shall determine the outcome of the voting.

If a vote results in a decision to convert to a new shift schedule, the new schedule shall begin on April 1 of the next year, or as close as possible to April 1.

## **MEMORANDUM OF AGREEMENT**

The Company and Union agree to the self-funding of all medical benefits effective on or before June 1, 1990.

The Company and Union further agree to establish a medical plan advisory committee whose purpose is to confer and make recommendations for the most efficient and cost-effective operation of the medical plan.

The committee will consist of eight (8) members, four (4) members from the Union (two from each Local) and four (4) members from the Company.

The committee will make recommendations to the designated Company Representatives and the Presidents and International Staff Representatives of the Local Unions 12775 and 13796 who shall make changes or take actions that are mutually agreed to on such matters to include, but not limited to:

- projected premium and other plan costs.
- monitor claim and premium experience.
- review stop-loss insurance.
- selection and monitoring performance of claim administration.
- selection of a consultant to the plan.
- guidelines and performance of money manager(s).

The Company would establish a 501(C) 9 VEBA trust and select a trustee as previously discussed by the committee.

The expenses of the advisory plan committee, audits or recommended activities shall be paid by the plan.

*The above shall not be construed to alter the relationship of the Company and Union with Washington National Insurance Company and the Life Insurance Plan.*

## **LETTER OF UNDERSTANDING**

### **SERVICEMAN SAFETY**

The Company will take appropriate steps to ensure that the elimination of the Gary "Service Agreement" will not compromise the safety of a Serviceman. Such steps may include the provision of electronic devices to aid in communication, liaison arrangements with the local law enforcement authorities or use of a security service. Any issue concerning personnel safety can be resolved in the same manner currently used by Hammond, South Bend and Fort Wayne Districts.

Specific safety issues that are not resolved locally can be referred to the joint Company/Union Safety Committee.

*Should there be any questions concerning these issues, please contact the Safety Department.*

## **CONTRACT EXTENSION FOR LABOR MANAGEMENT PARTICIPATION TEAM PROCESS**

Northern Indiana Public Service Company, hereafter referred to as the "Company," and the United Steelworkers of America, hereinafter referred to as the "Union," mutually agree to enter into this Agreement establishing a Labor Management Participation Team process, hereinafter referred to as "LMPT", to foster cooperation between bargaining unit employees and management employees at all levels in the Company in order to enhance the quality of work life for all employees and improve the proficiency of the business enterprise as a

whole. To promote the cultural change and afford a fair evaluation of the process, the following understandings have been outlined by the parties to this Agreement:

1. The parties shall be equal partners in the development, management, and expansion of the process.
2. This process shall be continued for an additional four (4) year period. The services of the consultant, mutually agreed to by the Chief Executive Officer of the Company and the assigned Staff Representatives of the International Union for the United Steelworkers of America, Local 13796 and 12775, shall continue subject to the further provisions of this Agreement. Any reports from the consultants relative to progress projections and/or associated problems shall be provided to both parties.
3. All costs directly associated with the consultant and the process shall be borne by the Company. Any said contract with the consultant signed working in this LMPT process will be provided to all parties.
4. In the event either the Company or the Union elects to terminate any consultant advising on the LMPT process, they may do so upon written notification sixty (60) days in advance to the other parties and without substantiating reasons. Such termination shall not be done frivolously and shall be as directed by an Officer of the Company or either Staff Representative of the International Union of Locals 13796 and 12775.
5. The selection of any consultant shall be by mutual agreement of all parties.
6. The consultant will be responsible for establishing and administering the training of personnel to develop the LMPT process at the Company.
7. This process shall be wholly separate from other contractual procedures and neither the Participation Teams nor the Advisory Committee shall have authority to add to, detract from, or change the terms of the Labor Agreement(s).

8. An Advisory Committee comprised of Officers of the Company and the nominees of the Union, Locals 13796 and 12775. The Chairman of the Company and the respective International Staff Representatives of 13796 and 12775 will be ex officio members of the Committee. This Advisory Committee shall act as the final authority on decisions of implementation related to the LMPT process. Decisions shall be based on a consensus of the Advisory Committee representatives.
9. All lost time and reasonable fees and expenses incurred by the participants to this process, as authorized by the Advisory Committee, shall be paid or reimbursed by the Company.
10. The hours utilized for the LMPT activities shall not be deducted from either Local's negotiated hours under the Collective Bargaining Agreement.
11. All interested employees should have the opportunity to become involved in the process on a voluntary basis. It shall not be mandatory for employees to participate in the process. All employees who voluntarily participate in the process shall not be accorded special status or remuneration over and above what is outline in this Agreement.

This Agreement is established as an outline to the continuation of the Labor Management Participation Team process at Northern Indiana Public Service Company. The parties agree to meet and attempt to resolve any problems or concerns not herein addressed that may cause a delay or stalemate in the ongoing transition process toward a full cooperative management system.

### **MEMORANDUM OF AGREEMENT**

It is agreed to by both parties that the eighty-five (85) point plan (age and service) of Northern Indiana Public Service Company Pension Plan regarding the Early Retirement Supplement under 5.2 will continue for as long as the Plan (NIPSCO Pension Plan) is in effect which was signed on December 2, 1989.

## **MEMORANDUM OF AGREEMENT**

The Northern Indiana Public Service Company and the United Steelworkers of America on behalf of Local 12775 agree to implement on January 1, 1999, the recently-negotiated provisions of Article VI, Section 13A through G, which would otherwise become effective in the June 1, 1999, Collective Bargaining Agreement.

All grievances concerning temporary/part-time seniority issues will be considered resolved as a result of this Agreement.

## **MEMORANDUM OF AGREEMENT REGARDING AUTOMATED BIDDING PROCEDURE**

Northern Indiana Public Service Company and the United Steelworkers of America on behalf of Locals 12775 and 13796 will enter into a joint effort to analyze an automated bidding procedure (IVR) for the Company, with a targeted implementation date of June 1, 1999. Such procedure would include a confirmation number. Joint meetings would include a panel of two (2) physical, two (2) clerical and two (2) management employees, at Company expense.

## **LETTER OF UNDERSTANDING**

This letter will serve to confirm our understandings reached in the 1998 negotiations regarding successorship.

The Collective Bargaining Agreement (Agreement) between Northern Indiana Public Service Company (Company) and the United Steelworkers of America (Union) shall be binding upon the Company under the ownership of any successor which acquires the Company's stock and thereafter engages in the same business as the Company had in the Company's service territory. In such case, the Company shall make it a condition of the transaction that the successor shall be bound by the terms of this Agreement.

If any of the Company's assets or operations are acquired other than by acquisition of the Company's stock and the purchaser thereafter engages in the same business in the Company's service territory as the Company had, the Company, the Buyer and the Union shall meet to discuss mutually acceptable terms and conditions of employment for any employees of the Company who may be affected by the sale. The Agreement shall be binding on the Buyer only to the extent that the Company, the Buyer and the Union mutually agree.

Nothing herein shall be construed to waive or diminish any existing right under the current Agreement.

## LETTER OF UNDERSTANDING

This letter will serve to confirm our understanding reached in the 1998 negotiations regarding neutrality.

### A. Neutrality Understandings

Northern Indiana Public Service ("Company") places a high value on the continuation and improvement of its relationship with the United Steelworkers of America ("Union"), as well as with all of its employees.

We also know from experience that when both parties are involved in an organizing campaign directed at unrepresented Company employees, there is a risk that election conduct and campaign activities may have a harmful effect on the parties' relationship. Therefore, it is incumbent on both parties to take the appropriate steps to insure that all facets of an organizing campaign will be conducted in a constructive and positive manner which does not misrepresent to employees the facts and circumstances surrounding their employment and in a manner which neither demeans the Company nor the Union as an organization nor their respective representatives as individuals.

Employees are entitled to decide for themselves by voting in an NLRB election on whether or not they wish to be represented by the Union for purposes of collective bargaining. To underscore the

Company's commitment in this matter, it agrees to adopt a position of neutrality in the event that the Union seeks to represent any non-represented employees of the Company. Neutrality means that the Company does not object to the Union becoming the bargaining representative of employees as a result of an NLRB election conducted in a fair and ethical manner and free from any coercion, misrepresentation or other unfair tactics. If a majority of our employees indicate a desire to be represented by the Union, we will cooperate with all parties involved to expedite an NLRB election.

Toward this end, should the Union seek to organize any unrepresented segment of the Company's workforce, or any subsidiary companies, or any joint ventures of the Company, the parties agree that when engaging in election campaigning activities they will each act in a fair, reasonable and ethical manner without disparaging the other party. In this regard, the Company agrees that it shall exercise its free speech right to communicate fairly and factually with employees regarding their terms and conditions of employment in a positive, pro-Company manner, and not in a hostile, anti-Union manner. The Company's commitment in this regard is specifically conditioned on the Union's agreement not to ridicule or demean the Company during organizing drives, and to conduct itself in a constructive and positive manner which does not misrepresent to employees the facts and circumstances surrounding their employment. When an organizing campaign directed at any unrepresented segment of the Company's workforce is brought to the Company's attention, Company and Union representatives will meet to discuss and address any actions inconsistent with the commitments set forth above.

In addition to the foregoing, the Company reserves the right to express its opinion about the issues raised by Union representation and to respond in good faith to employees' inquiries regarding union representation and to speak out in any lawful manner it deems appropriate when undue provocation is evident in the union's organizing campaign. The Company's obligation under this provision to not campaign in a manner hostile to the Union shall cease if the Union, its agents or representatives misrepresent to employees the facts and circumstances surrounding their employment or conducts a campaign which comments on the motives, integrity or character of the Company or its representatives.

## B. Bargaining in Newly Recognized Units

In the event the Union is certified as the collective bargaining agent after a secret ballot election conducted by the National Labor Relations Board, the parties shall meet within fourteen (14) days to begin negotiations for a collective bargaining agreement covering the new bargaining unit, bearing in mind the wages, benefits, and working conditions in the most comparable operations of the Company and those of competitors to the facility in which the newly recognized unit is located.

Where the Company and the Union mutually agree, the newly recognized bargaining unit will be included in an already-recognized bargaining unit represented by the Union and/or will be covered by the terms of the Master Agreement.

## C. Dispute Resolution

Any alleged violations of this Letter of Agreement, as well as any disputes involving the Company's neutrality, alleged Union misrepresentations or misconduct during a campaign or definition of the appropriate unit, shall be brought to the Chief Spokesmen of the Company and Union. If the alleged violations or dispute cannot be satisfactorily resolved by the parties, either party may request that the permanent arbitrator resolves such dispute. The permanent arbitrator shall resolve such dispute by means of a decision to be rendered at a hearing to be held within fourteen (14) days of the making of the request at a site mutually agreeable to the parties. The arbitrator's authority shall include ordering a new election in the event that either party commits an egregious violation of its commitments herein and benefits thereby.

## LETTER OF UNDERSTANDING

This letter of understanding serves to outline the methods utilized to administer the full time equivalent formula (FTE) under Article XVII, Section 2D of the Collective Bargaining Agreement. For the purposes of Section 2D, the agreed to work locations measured against the eight (8) continuous week standard are limited to the following:

- Underground Construction
- Electric Line Construction
- Mechanical Maintenance – RMSGS

- Electrical Maintenance - RMSGS
- Mechanical Maintenance - BGS
- Electrical Maintenance - BGS
- Mechanical Maintenance - MCGS
- Electrical Maintenance - MCGS
- Mechanical Maintenance - DHMGS
- Electrical Maintenance - DHMGS

Additionally, "daily work" will be defined as follows.

- Underground Construction - new business projects less than 3000 man-hours each
- Electric Line Construction - planned pole replacement projects and new business projects less than 3000 man-hours each.
- Generating Station Mechanical & Electrical Maintenance - work customarily assigned to the bargaining unit of relatively short duration.  
Work specifically excluded from Generating Station "daily work", even if within the general definition above, includes:
  - o Major capital work
  - o Outage related work
  - o Emergency work that requires significant man-hours over a short period of time
  - o Work on building and office HVAC equipment
  - o Work on instrument air and hydrogen dryers
  - o Work on fire systems and hoses
  - o Work on the chemical feed for the bearing cooling water, circulation water, and chlorine bromine systems
  - o Any other work that employees refused to accept overtime to perform.

The twelve (12) month measurement periods utilized for the purposes of this Section 2D will be defined as follows.

- Underground and Electric Line Construction - January 1<sup>st</sup> to December 31<sup>st</sup>.
- Generating Station Work - June 1<sup>st</sup> to May 31<sup>st</sup>

If a staff adjustment is required under Section 2D, it will be calculated by dividing the highest weekly contracted man-hours used, during the lowest eight (8) continuous week period, by 40 hours.

During the term of this Agreement, the contracting out committee agrees to discuss issues associated with ongoing maintenance of lease chemical equipment.

## **LETTER OF UNDERSTANDING CLARIFICATION AND TERMS OF ARTICLE V GRIEVANCES**

The Company and the Union agree to the following clarifications with regard to its administration of Grievances in Article V of the Collective Bargaining Agreement:

1. In Step 1 of the Grievance Procedure, a Supervisor and the Manager of the Local Union involved, and/or the Superintendent or the designee present at the hearing, and to the extent that it is practical, must have a familiarity of the issue in dispute, and the authority to resolve the grievance. A reasonable effort will be made to notify the designated Union representative of the time and topic of the dispute prior to the hearing.
  
2. In order to effectively administrate the timeliness for hearing 2nd Step Grievances, the Chairman of the Grievance Committee and a representative of Labor Relations shall meet periodically to schedule 2nd Step Grievances for respective Plants, Districts or Departments.
  
3. Either party requesting a brief will notify the other party fifteen (15) calendar days prior to the hearing. In cases where the arbitration is scheduled with less than fifteen (15) days, this provision will be waived.
  
4. After the 2nd step minutes are returned to the company, the Chairman of the Grievance Committee may select certain grievances and request a meeting with a representative of Labor Relations along with the local Grievance Committeeman in an attempt to resolve the grievance.

5. The Company and the Union both pledge that they must make every effort to adhere to the timeliness of the Grievance Procedure, and also pledge to make every effort to resolve grievances in all steps of the Grievance Procedure.
6. The Union pledges to return signed minutes of the 2nd Step Hearing within the timelines as established in Article V.
7. The Director of Labor Relations and the Chairman of the Grievance Committee shall meet to develop improvements and efficiencies in the Expedited Arbitration process.

### **LETTER OF UNDERSTANDING**

This letter of understanding expresses the Company's intent to adopt and cooperate with the USWA Emergency Response Program for fatality and life-altering injury accident investigations. It is understood that such accident reconstruction will be utilized not to assess liability, but rather, to identify and recommend strategies to avoid or prevent similar accidents in the future.

It is further agreed that you and I will meet to develop the enabling language to be contained in the Collective Bargaining Agreement, prior to printing.

Douglas R. Bobillo

Michael K. O'Brien

**NORTHERN INDIANA PUBLIC SERVICE COMPANY**

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Gary L. Neale  
Chairman, President, and Chief Executive Officer

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**NEGOTIATING COMMITTEE**

---

Douglas R. Bobillo

---

Jerry L. Godwin

---

Timothy A. Dehring

---

Joel L. Hoelzer

---

Bret W. McIntyre

---

James L. Petroskey

---

Melvin J. Stasinski

**LOCAL UNION 12775  
UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC**

---

Leo W. Gerard, President

---

Tom Conway, Vice President Administration

---

Leon Lynch, Vice President, Human Affairs

---

James D. English, Secretary/Treasurer

---

James Robinson, District Director

---

**NEGOTIATING COMMITTEE**

---

Michael O'Brien  
Staff Representative

---

Barry L. Norvell, President  
Local Union 12775

---

Richard B. Essig

---

James T. Blythe

---

Harry C. Batagjanis

---

Richard W. Cygan

---

Mark Derek

---

Jeffery S. Evans

---

Virgil A. Frey

---

George A. Graves

---

James W. Green

---

Francis A. Marino

---

Michael Sandy

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Mark Smith

## SUBJECT INDEX – PHYSICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
<b>Accidents</b>	XVIII	3		119
<b>Agreement – Terms &amp; Effectiveness</b>				
Amendments	XIX	2		124
Application	Preamble			1
Effective Dates (Termination of)	XIX	1		124
Executive Authorization	XIX	5		124
Notices (Time Period, Mailings, Parties)	XIX	3		124
Successors; Assigns	XIX	4		124
<b>Alcoholism &amp; Chemical Dependency</b>				
Employee Assistance Program	XVIII	12		123
Sick Leave	XIV	11	B	96
<b>Arbitration</b>				
Binding	V	3	E	13
Briefs	V	3	G	14
Discharges	V	3		14
Expedited	V	3		14-15
Grievance Procedure Prior to	V	3		12-15
Step 1	V	3		10-11
Step 2	V	3		11-12
Step 3	V	3	A-J	12-14
Location	V	3	I	14
Pre-Arbitration Meeting	V	3	J	14
Scheduling	V	3	A	12
Transcripts	V	3	F	13
<b>Arbitrators</b>				
Expenses & Fees	V	3	H	14
Panel	V	3	B	12
Removal & Replacement	V	3	C	12-13
Selection	V	3	D	13
<b>Apprentice Programs</b>				
Serviceman – Customer Service Section		13-17		129-130
Garage Mechanic Tool Program	XX	17		130

## SUBJECT INDEX – PHYSICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
Mechanic Equipment Operator	XX	16	A-F	129-130
Service Helper	XX	14		129
Service man – Shut Off Work	XX	13		129
Welders (Certified)	XX	15		129
Station Mechanic	XX	20		134-135
<b>Automatic Progression</b>				
Experience & Ability	VI	8, 18	A	20-21-, 37
Mandatory	VI	15		36
Vacancies Resulting from	VI	15		36
<b>Bidding</b>				
Acceptance Period	VI	30		41
Anticipated Vacancies	VI	12	J	31
Bid Forms	VI	12	A	25-26
Bidder Not Qualified	VI	12	H	30
Construction Mechanic to Pipe Mechanic	XX	18	A-F	130-133
Different Department	VI	12	D	27
Districts defined	VI	14	A-Q	35-36
Electric Generating (operating positions)	VI	12	E	27-28
Electric Line Section	XX	12		128-129
Failure to bid	VI	19		57
Failure to qualify	VI	12	I	30-31
Groundman, Groundman Operators	XX	12		128-129
Incumbents	VI	10		24-25
Leaves job	VI	12	I	30-31
Mechanic Equipment Operator	XX	16	A-F	129-130
Multiple bids	VI	12	J	31
No qualified bidders	VI	16		36-37
Operating Line of Progression	VI	12	E-F	27-29
Part-time employees	VI	25		39
		12, 13	C, B	26-27, 33-34
Permanent employees	VI	13	F	35
Posting	VI	12	K	31
Probationary employees	VI	13	A	32-33
Qualifying Examination	VI	12	G	29-30
Refusal, Rejection	VI	29, 30		40-41
Regulations	VI	13		32-35

## SUBJECT INDEX – PHYSICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
Return to regular job	VI	12	I	30-31
Seniority	VI	12	C	26-27
Successful bidder	VI	12	C-K	26-31
Suspension of Rights	VI	29		40-41
Temporary employees	VI	13	A-F	32-35
Temporary/Contingent Vacancies	VI	12	B	26
Withdrawal	VI	29		40-41
Within line of progression	VI	8	A	20-21
<b>Board of Review</b>	XVIII	3		119
<b>Bonuses</b>				
Coal Handler	XX	2		125
Construction Department	XX	11	A-C	128
Customer Works Dispatcher	XX	3-4		125-126
Electric Serviceman	XX	10		127
Gas Serviceman	XX	10		127
Generating Stations	XX	1		125
Highway Tractor-Trailer Operator	XX	4		126
Night				
Call Outs	XX	8		127
Overtime	XX	7		127
Rate of Pay	XX	5-6		126-127
Scheduled Days Off	XX	8		127
Standby	XX	8		127
Overhead crane	XX	1		125
Rate of Pay	XX	4-6		126-127
Refusal	XX	11		127-128
Relief Foreman	XX	3-4		125-126
Sunkdy (6-2 Shift)	XX	9		127
Working Foreman	XX	3-4		125-126
<b>Bulletin Boards</b>	XV	1		98
<b>Bumping (see Job Appropriation)</b>				
<b>Career Development</b>	XVIII	13		123

**SUBJECT INDEX – PHYSICAL AGREEMENT**

<b>SUBJECT</b>	<b>Article</b>	<b>Section</b>	<b>Subsection</b>	<b>Page(s)</b>
<b>Certified Welder Qualification – required</b>				
Apprentice Program	XX	20		134-135
Required	XX	15		129
<b>Check-off – Union Security</b>				
Agreement	II	3		5
Authorizations (Dues)	II	2		3-5
Membership	II	1		3
<b>Civil Rights Committee</b>	XVII	16		116
<b>Classification Changes – Posting</b>	XVII	20		117
<b>Construction Department</b>				
Bonuses	XX	11	A-C	128
Company Transportation	XVI	13		106
District Assignment	VI	21		37
Expense Allowance	XVI	9	A-L	101-105
Expense Allowance eligibility	XVI	15		107
Headquarters:	XVI	9		101-105
Assignment, Job Location	XVI	11-13		106-107
Designated	XVI	9	E, K	102-104
Designated List of	XVI	10		105-106
Permanent	XVI	9	F	102
Job Appropriations	XVI	9	K3	103-104
Moving Allowance	XVI	8		101
Travel Allowance	XVI	9	A-L	101-105
	XVI	13		106-107
Vacancies	XVI	9	K3	103-104
<b>Contracting Out</b>				
Base Load Work	XVII	2	B	108
Committee	XVII	2	C	109
Defined	XVII	2	A	108
Letter of Understanding	Memo			195-196
Normally & Regularly Performed Work	XVII	2	B	108
<b>Corporate Incentive Plan</b>	X	1	C	53

## SUBJECT INDEX – PHYSICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
<b>Discharge or Disciplinary Action</b>				
Discharges	V	10		16
Grievance procedure	V	3		9-15
Justification, Just Cause	III	1		6
Management Rights	III	1		6
Notification to Union	V	10		16
Probationary period	V, VI	2, 4		16, 19
Reprimand, Warning Letters	V	8		16
Suspensions	V	10		16
Time Limits	V	7		16
Vacation pay – Discharged Employees	VIII	24		48
<b>Discrimination</b>	Preamble			1
Dog Bite – shots for	XVII	9		112
<b>Dues – Union</b>	II	1-3		3-5
<b>Effectiveness * See Agreement in Index</b>				
<b>Electric Serviceman</b>				
Outside Headquarters	XI	8		58
Overtime Rate of Pay	XI	16	A	60
<b>Emergency</b>				
Definition	XVII	5		110
Performance of Work	XVII	1		108
<b>Employee Mailing List</b>	XVII	19		117
<b>Employee Interview – with Supervisor</b>	V	2		9
<b>Exhibits</b>				
Agreement – Precision Machine Work	Ex. 5			157
Construction-Actna Complex Hdqtrs.	Ex. 3			155
Emergency Call Out Record	Ex. 6			158
Medical Record Release	Ex. 2			154

## SUBJECT INDEX – PHYSICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
Memorandums Not Contained in Agreement	Ex. 7			159
Overtime Report Form	Ex. 6			158
Re-Organization – Production Department-RMSGGS	Ex. 4			156
Sick Leave Claim Form	Ex. 1			153
<b>Funerals</b>				
Child, Spouse	XVII	8	A	111
In-Laws, Grandparents, Step-Siblings	XVII	8	C	112
Parents, Siblings, Step & Foster Children	XVII	8	B	111
Vacation	XVII	8	D	112
<b>Gas Serviceman</b>				
Outside Headquarters	XI	8		58
Overtime Rate of Pay	XI	16	A	60
<b>Generating Stations</b>				
Mechanical Maintenance Department	XX	19	A-B	133-134
Units Shutdown or Training	XI	7		58
Wage Rates	XX	Sch. A		136-152
<b>Gloves</b>	XVIII	1	A	119
<b>Grievance Procedure</b>				
Arbitration	V	3		12-15
Discharges	V	10		16
Filing, Timeliness	V	4-5, 11		16, 17
Form	V	3		10
Legal, Court or Administrative Action	V	12		17
Lockouts, Strikes, Work Stoppages	V	1		9
Minutes	V	3		11-12
Monetary settlement	V	13		17
Notification to Union	V	10		16
Scheduling Hearings	V	3		11-12
Settlement	V	6		16

## SUBJECT INDEX – PHYSICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
Step 1	V	3		10-11
Step 2	V	3		11-12
Step 3	V	3	A-J	12-14
Union Representation	V	2		9
<b>Health &amp; Safety</b>				
Accident Reviews (Board of Review)	XVIII	3		119
Alcohol/Drug Abuse	XVIII	12		123
Career Development Program	XVIII	13		123
Disability (Pension & Social Security)	XVIII	11		122-123
Education Program	XVIII	14		123
Employee Assistance Program	XVIII	12		123
Insurance	XVIII	9-10		121-122
Joint Safety Committee & Meetings	XVIII	6-7		120
Leave of Absence	XVIII	10		121-122
On the Job Injuries	VI	11		25
	XVIII	4		119-120
	XVIII	11		122-123
Part-time Employees	XVIII	9		121
Pension Plans	XVIII	9, 11		121-123
Safety Equipment	XVIII	1		119
Safety Manual Revisions	XVIII	8		120-121
Safety Rules	XVIII	1-2		119
Sick Leave	XVIII	10		121-122
X-rays	XVIII	5		120
<b>Hiring *See also Bidding Seniority</b>				
Probationary Period	VI	4		19
Regular Employee	VI	2, 22		19, 37-38
Temporary Employee (also Summer, Vacation)	VI	3		19
<b>Holidays</b>				
Bonus, Premium Pay included in pay	VII	7		43
Death in Family	VII	4		43
Leave of Absence (During)	VII	5		43
New Employee	VII	6		43

## SUBJECT INDEX – PHYSICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
Observed	VII	1		42
Part-time employees	VII	1		42
Rate of Pay	VII	1		42
Union business	VII	8		43
Work Schedule				
Consecutive days determined	VII	3		42
Worked, Scheduled to work	VII	2		42
<b>Hours of Work</b>				
Call Outs	XI	14, 19		60-61
Change of Schedule	XI	9		58-59
Incident Weather	XI	12-13		59-60
Overtime * See also Overtime				
Call Outs	XI	19		61
Cancelled	XI	15		60
Defined	XI	10		59
Incident Weather	XI	13		60
Minimum Hours Paid	XI	16		60-61
Rate of Pay	XI	11		59
Time Bridged	XI	20		61
Travel Time Allowance	XI	16-17		60-61
Reporting Off – Notification	XI	23		62
Rest Period	XI	18		61
Schedule				
40 Hour Schedule	XI	2		57
Less than 8 Hour Day	XI	21		62
Shift Schedule (5-2, 4-4, 6-2)	XI	3	A-C	57-58
Shift Worker – days, off, Overlapped				
Or Missed	XI	4-6		58
Shutdown – Generating Station	XI	7		58
Time Change (Daylight Savings)	XI	22		62
Time Worked – Calculated	XI	24		62
Training – Generating Stations	XI	7		58
Work Week Defined	XI	1		57
<b>Incident Weather</b>				
Definition	XVII	3		110
Non-Emergency	XVII	4		110

**SUBJECT INDEX - PHYSICAL AGREEMENT**

<b>SUBJECT</b>	<b>Article</b>	<b>Section</b>	<b>Subsection</b>	<b>Page(s)</b>
Reporting Pay	XI	12-13		59-60
<b>Incumbent</b>				
Bidding	VI	10		24-25
Job Eliminated or Appropriated (Bumping Rights)	VI	9, 11		21-23, 25
Job Vacancies	VI	12		25-32
Pay Increases	VI	28		40
Rate Increases	VI	28		40
Recalls	VI	9		21-23
	VI	22		37-38
<b>Insurance</b>				
Continuation after Leave of Absence	XVIII	10		121
Life, Medical, Dental, Orthodontia, Vision	XVIII	9		121
Part-time Employees	XVIII	9		121
Sick Leave Benefits expired	XVIII	10		121
<b>Injury on Job</b>				
Job Appropriation	VI	11		25
Medical Treatment	XVIII	4		119
Pension & Social Security Benefits	XVIII	11		122-123
Seniority Computed	VI	1		18
Workers' Compensation Benefits				
Calculation	XIV	3		91
Contested	XIV	5		95
<b>Job Appropriation</b>				
Injury on Job	VI	11		25
Loss of Aptitude or Abilities	VI	9		21-22
Part-time & Temporary Employees	VI	9	B	22
Recall Rights	VI	9	A	22
Reduction of Work Force/Job Elimination	VI	9	D	22-23

## SUBJECT INDEX – PHYSICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
<b>Job Description &amp; Evaluation</b>				
Aid to Education Program	X	17		56
Consultant Services	X	14		54
Degree Requirement	X	16		56
Duties & Qualifications	X	7		53
Evaluation	X	7-17		53-56
Examinations	X	15		55-56
New Job & Description	X	10		54
<b>Job Vacancies</b>				
Bidding, Incumbents, Posting, Recalls	VI	12	A-L	25-32
Not Filled	VI	17		37
Temporarily Filled	VI	18		37
<b>Jury Duty, Court Service</b>				
Overtime – Eligibility & Charging	XVII	7		111
	XII	13		70
<b>Lay-off</b>				
Construction Department				
Assignment to District	VI	21		37
Recalls – Eligibility, Incumbent Rate	VI	22		57-58
Security Clause	VI	20		37
Seniority	VI	23-24		38-39
Severance Pay	VI	27		40
<b>Leave of Absence</b>				
Disability – Illness or Injury	XVII	13		113
Eligibility	XVII	12		112
Holidays	VII	5		43
Military	VIII, IX	25, 1		49, 51
Pregnancy, Childbirth	XVII	13		113
Union business	IV	1-5		7
<b>Letter of Understanding</b>				
Clarification and terms of Article V				197-198
Contract Extension for Labor Management Team				189-191
Contracting Out Committee				178-179

## SUBJECT INDEX – PHYSICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
Contracting Out Equivalent Formula				195-197
Labor/Management Relations				177-178
Neutrality				193-195
Serviceman Safety				189
Successorship				192-193
USWA Emergency Response Program				198
<b>Lockouts, Strikes, Work Stoppages</b>	V	1		9
<b>Maintenance Support Group</b>	XVII	14		113-116
<b>Management Rights</b>	III	1		6
<b>Meal Money</b>				
Credit Arrangements				
Maximum Reimbursement	XIII	1		90
Definition of a Meal	XIII	1		90
Delayed Meal	XIII	7		91
Eligibility	XIII	2-8		90-91
Generating Stations	XIII	13		92
Limitation on Number of Meals	XIII	12		92
Payment for Meal Not Eaten	XIII	2, 4		90
Time Allowance to Eat	XIII	3, 10-11		90-92
Travel Time – Exclusion	XIII	9		91
Travel Time – Inclusion	XI	17		61
<b>Mechanic-Equipment Operator</b>	XX	16		129-130
<b>Memorandum of Agreement</b>				
Apprentice Programs –				
Appropriation Procedure	Memo			172
Apprentice Programs –				
Job Classification List	Memo			172
Attendance Point Information	Memo			174
Automated Bidding Procedure	Memo			192
Bidding Procedure – Modification	Memo			160-161

## SUBJECT INDEX – PHYSICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
Company Regional Map & Recall Form	Memo			165
Customer Service & Trouble Calls	Memo			176-177
Laid Off Employees – Medical & Life Insurance	Memo			166
Laid Off Employees – Sick Leave Benefits	Memo			173
Medical Benefits – Self-funding	Memo			188-189
Pension Plan, Point Plan, Early Retirement h	Memo			191
Pre-Entry Training Program – Production Department	Memo			167-169
12-Hour Schedule Implementation	Memo			179-186
12-Hour 4/4 Schedule Call Out Procedure	Memo			186-188
Shift Identify Changes & Premium Pay Eligibility	Memo			161-162
Substation Electrician Work Schedules	Memo			170-171
Temporary/Part-time Seniority Issues	Memo			192
Temporary Placement Options	Memo			163-165
UPIC Maintenance	Memo			175
Vacation Provisions	Memo			182-184
<b>Military Service</b>	IX	1		51
Overtime – Charging	XII	15		71
Vacation Pay	VIII	25		49
<b>National Policy – Career Development</b>	XVIII	13		123
<b>Operating Line Of Progression (OLOP)</b>	VI	12		25-32
<b>Overtime</b>				
Absence	XII	10-12		69-70
Other, Work Injuries	XII	11		69
Personal Illness or Injury	XII	10		69
Vacation, Holidays, Leave, Disciplinary Suspensions	XII	12		69-70

## SUBJECT INDEX – PHYSICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
Assignment – Standing & Job Description	XII	5		64
Cancellation – Inclement Weather	XI	13		61
Cancellation Notice	XI	15		60
Charging	XII	20		79-81
Charging – Other Classifications, Emergency Work	XII	34		82
Construction Department – Distribution	XII	58		87-89
Day before Vacation	XII	19		72
Definition				
Generally	XI	10		59
Pay Rate	XI	11		59
Scheduled	XII	2	B	63
Unscheduled	XII	2	A	63
Distribution	XII	1-58		63-89
Distribution Determination	XII	4		64
During Training	XII	9	G	68
Equal Distribution	XII	1, 33		63, 82
Extension of Workday	XII	8		67
Grouping – Classification, Location	XII	6		64-66
Inclement Weather	XI	13		60
Inequity List	XII	8		67
Jury Duty/ Court Service	XII	13		70
Military Leave	XII	15		71
Minimum Call Out	XI	14		60
Minimum Hours Paid	XI	16		60-61
New Classification	XII	9		67-69
Posting – Overtime Standings	XII	24		77-78
Probationary Promotion	XII	9	F	68
Recall After Release from Work	XI	19-20		61
Records – Hours Worked	XII	25		78
Records – Maintenance	XII	3		64
Records – Minimum Pay	XII	26		78
Refusal				
Frequent	XII	31		82
Other Classification, Emergencies	XII	34		82
Unforeseen, Unscheduled Work	XII	32		82
Unscheduled	XII	20		79-81

## SUBJECT INDEX – PHYSICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
Written Notice	XII	20		72-73
Relation to Standby	XII	35		82
Response Time	XII	31		82
Responsibility of Employee	XII	56		87
Rest Period	XII	18		72
Return to Bargaining Unit	XII	16		71-72
Return to Former Job/Classification	XII	9	H	68-69
Scheduled – Definition	XII	2	B	63
Shift Workers				
General Rules	XII	23		77
Relief Assignment	XII	22		77
Vacancies	XII	21		73-77
Telephones				
Effective – Definition	XII	28		78-79
Employees without	XII	1, 27	A	63, 78
Relocation	XII	30		81-82
Temporary Classification	XII	7		66
Temporary Employees	XII	27		78
Time Bridged	XI	20		61
Training Center – Eligibility	XII	14		70-71
Transfer – Failure to Qualify	XII	9	G	68
Transfer – Return to Former Job/Classification	XII	9	H	68-69
Travel Time	XI	17		61
Union Officers	XII	17		72
Unscheduled				
Call Out Charging	XII	29		79-81
Definition	XII	2	A	63
Unforeseen, Unscheduled Work	XII	32		82
<b>Part-time Employee</b>				
Bidding	VI	12	C	26, 27
		13	A	32-33
Bidding – Pro-Rata Seniority	VI	25		39
Job Appropriation/ Bumping Rights	VI	9	B	22
Vacations	VIII	6-7		44-45

## SUBJECT INDEX – PHYSICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
<b>Payday – Biweekly</b>	X	3		53
<b>Pension Plan</b>	Memo			191
Vacations	VIII	27		49
<b>Preferred Work – Local Operating Unit</b>	VI	26		39-40
<b>Pre-Entry Training Program –     Electric Production Department</b>	VI	31		41
<b>Probationary Period</b>	VI	4		19
<b>Progression – Normal</b>	VI	15		36
<b>Promotion</b>				
Seniority	VI	6		20
Trial Basis	VI	8	A	20-21
<b>Protective Devices</b>	XVIII	1-2		119
<b>Reasonable Length of Time Defined</b>	VI	5		20
<b>Recall</b>				
After Layoff	VI	12		25-26
After Release from Work	VI	22		37-38
Incumbent Rates & Bidding	VI	10		24-25
Job Elimination	VI	9	D	22-23
Local Union 13796	VI	9	C	22
Part-time & Temporary Employees	VI	9	B	22
Recall Rights	VI	9	A	22
<b>Recognition – Union Exclusive     Representation</b>	I	1-2		2
<b>Relief Foreman</b>	XX	3-4		125-126
<b>Reporting Off – Notification Requirement</b>	XI	23		62

**SUBJECT INDEX – PHYSICAL AGREEMENT**

<b>SUBJECT</b>	<b>Article</b>	<b>Section</b>	<b>Subsection</b>	<b>Page(s)</b>
<b>Reprimand/ Warning Letters</b>	V	8		16
<b>Rest Period</b>				
After continuous work	XI	18		61
<b>Return to Bargaining Unit</b>	VI	24		38-39
<b>Return to Regular Job</b>	VI	12		25-32
<b>Safety</b>				
Devices & Equipment	XVIII	1		119
Rules	XVIII	1-2		119
<b>Schedules</b>				
Alternative Shifts	XI	3-7		57-58
Changes	XI	9		58-59
<b>Seniority</b>				
Broken	VI	23		38
Computation	VI	1		18
Identical Dates	VI	7		20
Instructor – Training Center	VI	24		38-39
Job Appropriation	VI	9-10		21-25
Lay-offs	VI	20, 24		37-39
Leave of absence-Union officers	IV	1, 2, 4		7
List – Posting	XVII	18		117
Part-time Employees	VI	9	B	22
		13	A-G	32-35
		25		39
Probationary period	VI	4		19
Promotions	VI	6, 8		20-21
Recall	VI	9	A-D	22
		10		24-25
		12		25-32
		21, 30		37, 41
Return to Bargaining Unit	VI	24		38-39

## SUBJECT INDEX - PHYSICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
Supervisory, Professional or Exempt Positions	VI	24		38-39
Temporary Employees	VI	3, 9	B	19, 22
		13		32-35
Workers' Compensation Injuries	VI	11		25
<b>Severance Pay</b>	VI	27		40
<b>Shift Worker</b>				
Hours of Work	I	2		2
			4/4 Agreement	186-188
Overtime Distribution	XII	21-23		73-77
			4/4 Agreement	186-188
Relief	XII	21-23		73-77
			4/4 Agreement	186-188
<b>Sick Leave</b>				
During Vacation	VIII	17-19		47
Holidays during	XIV	6		95
Leave of Absence	XVIII	10		121
<b>Standby</b>				
Apprentice	XII	38		83-84
Area of Residence	XII	36		83
Eligibility	XII	35-57		82-87
Emergency Work	XII	54		87
Emergency Work Outside Territory	XII	40, 55		84, 87
Filling a Vacancy	XII	43		85
Payment	XII	46		85-86
		48-53		86-87
Refusal	XII	37-39		83-84
Rotation	XII	44		85
Trading - Local Option	XII	42		85
Travel Time	XII	45		85
Union Officers	XII	41		84
<b>Subpoena - Court Service</b>	XVII	7		111

## SUBJECT INDEX – PHYSICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
<b>Temporary Employee</b>				
Definition	VI	3		19
<b>Temporary Vacancy</b>	VI	8, 12 18	B	21, 25-32 37
<b>Time Change – Daylight Savings</b>	XI	22		62
<b>Training Center</b>				
Expense Allowance	XVI	7		101
Housing	XVI	7		101
Instructor Seniority	VI	24		38-39
Overtime Eligibility	XII	14		70-71
Transportation – Travel Allowance	XVI	4-7		99-101
Working or Relief Foreman Bonus	XVI	6		100
<b>Transfer</b>				
To Exempt Status	VI	24		38-39
To Higher Job, Temporarily	VI	8	B	21
<b>Transportation</b>				
Personal	XVI	14, 16		107
<b>Travel Time</b>				
Calculating Meal Allowance	XI, XVI	20, 15		61, 107
Call-out Allowance	XI	14, 16		60-61
Construction Department	XVI	8-13		101-107
Training Center	XVI	5-7		99-101
<b>Uniforms</b>	XVII	6		110-111
<b>Union Business</b>				
Employees in One Department	IV	2		7
Expiration of Term, Resumption of Employment	IV	3		7
Holidays	VII	8		43
Leave of Absence	IV	1-2		7

## SUBJECT INDEX – PHYSICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
Meetings, Committees	XVII	10-11		112
Officers and Delegates	IV	1		7
Overtime	XII	17		72
Reports – Official Business	IV	6		8
Seniority Rights	IV	4-5		7
Standby	XII	41		84
<b>Union Recognition<sup>2</sup></b>				
Exclusive Representative	I	1-2		2
Union Security	II			3-5
<b>Vacancies</b>				
Not to be filled	VI	17		37
Posting	VI	12		25-32
Progression – Normal	VI	15		36
<b>Vacation</b>				
Accumulation – Carry Over	VIII	14		46
Death of Employee	VIII	26		49
Discharge for Cause	VIII	24		48
Earned	VIII	1-6		44
Future Vacations	VIII	9		45
Holiday Adjustment	VIII	20		47
Hospital Confinement	VIII	18		47
Illness or Injury During	VIII	18		47
Military Service	VIII	25		49
Part-time employee	VIII	7-8		44-45
Pay for Working	VIII	15		46
Pension	VIII	27		49
Posting Schedule	VIII	13		46
Rate of Pay	VIII	23		48
Rescheduling	VIII	15-17		46-47
Recall Pay Rate	VIII	15		46
Required to Work	VIII	16		46-47
Sick Leave	VIII	17		47
Resignation	VIII	21-22		47
Scheduling	VIII	11		45-46

## SUBJECT INDEX – PHYSICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
Sick Leave Benefits Terminated	VIII	19		47
Shift Workers	VIII	10		45
Single Days	VIII	28		49-50
Splitting	VIII	12		46
Union Business	VIII	23		48
Vacation Year Defined	VIII	Preamble		44
Vacation Provisions	Memo			182-184
<b>Wage Rates.</b>				
Corporate Incentive Plan	X	1	C	53
Effective Rates	X	1	B	52
Schedule A	XX			136-152
<b>Working Foreman</b>	XX	3-4		125-126
<b>Workers' Compensation Injuries (see Injury on Job)</b>				
<b>X-ray - Annual Request</b>	XVIII	5		120

