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## AGREEMENT

**THIS AGREEMENT** made and entered into as of the 1st day of June, 2019, 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 Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC, 113 East Washington Street, Plymouth, Indiana 46563, on behalf of Local Union No. 12775, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, 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.

It is the intent and purpose of the parties to bargain with respect to the rates of pay, wages, hours of employment and other conditions of employment by the means of collaboration to create a mutually beneficial workplace for our customers, employees and the Company. All parties hereto commit to working jointly to creating a mutually beneficial, reasonable and fair overtime policy, and will engage in good faith bargaining as it relates to Effects Bargaining on the closing of any Company facility. The parties agree to meet to attempt to come to mutual agreement and resolve issues or concerns. We will work to promote and secure a positive and safe environment for our employees, the customers we serve and the general public.

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, disability, gender, sexual orientation, 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

To the extent permitted by State law, the following will apply:

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.

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.

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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

At the time of his employment the Company will provide each new employee an authorization for the checkoff of Union dues in the form agreed upon. Should the employee elect to sign the checkoff card 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. One (1) representative from the Union shall be afforded the opportunity to meet with new employees during ~~in~~ the new employee initial on-boarding program for a period of up to four (4) scheduled hours during the day of the on-boarding meeting. This time shall be paid by the Company, and will not be applicable under GNA hours. The Union will also participate in later orientation programs when presented.

4. 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.

5. Should a member wish to revoke their membership in the Union, they must do so in accordance with the proper Union procedures, as defined on the Check Off card.

**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.

**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. Monthly, 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. The Company will scan and send to the Union Office a PDF file copy of all Company grievance forms once it has been completed by all parties in the first step of the grievance procedure.

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.

In Step 1 of the Grievance Procedure, a Supervisor and the Manager of the Local Unit 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.

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 Committee person, 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. In addition, an electronic copy (in PDF form) will be emailed to the Chairman of the Grievance Committee.

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.

In order to effectively administrate the timeliness for hearing 2<sup>nd</sup> Step Grievances, the Chairman of the Grievance Committee and a representative of Labor relations shall meet periodically to schedule 2<sup>nd</sup> Step Grievances for respective Plants, Districts or Departments.

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.

After the 2<sup>nd</sup> 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.

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.

The parties agree to meet to develop and improve efficiency in the Expedited Arbitration process.

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.

14. 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.

15. Grievances resulting in a monetary settlement in favor of the employee will be paid within thirty (30) calendar days following the applicable award hearing.

## **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. Seniority lost under this provision shall not affect the Long Term Disability eligibility of any employee.

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.

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. As a last resort prior to layoff, an employee in this Bargaining Unit may exercise the right to appropriate the job of another employee at Sugar Creek, provided the employee meets the requirements for job appropriation in 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.
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.

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, (\$38.34) bumps a Heavy Equipment Operator, Class B (\$38.34). He then bumps to a Construction Mechanic, Class B, and carries his Construction Mechanic, Class A incumbent rate.

Example: A Meter Reader (\$34.34) bumps a Mechanic Equipment Operator, Class A (\$38.92). Later, he bumps a Stockman, Class A (\$35.83). As a result, the employee is paid the Stockman, Class A rate \$35.83 while retaining incumbency and recall to a Meter Reader's position (\$34.34).

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 12I 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 use Nipsco's electronic bidding system. Employees without regular access to computers with the electronic bidding system will be accommodated by contacting the HR Delivery Team at 1 (888) 640-3320. 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. Employees who are absent due to authorized circumstances, such as sick leave, leave of absence, or vacation can contact the HR Delivery Team to have a bid submitted electronically. The employee shall submit the bid 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 submitting a bid electronically, the employee will receive an e-mail confirming that the bid has been submitted. 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 outside of Sugar Creek, then by seniority among members of this Bargaining Unit at Sugar Creek, 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 E1 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. 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.

### **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.

1. At 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 Union will have the right to review any qualification examinations written or modified during the life of this agreement. The Company will notify the Union whenever such tests are being developed or modified.
- 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 Apprenticeship 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. Any employees forced out of their positions and who will have to return to their previous positions will have the bidding penalty removed from their bid acceptance count. 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.

- I. 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.

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 layoff 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. Auburn District
- C. Crown Point District: includes Liberty Park Electric Operating Department
- D. Elkhart District
- E. Fort Wayne District: includes Columbia City, Bluffton and Decatur
- F. Gary District: includes Aetna Electric Operating Department, Central Meter Shop, Transportation Center

- G. Goshen District: includes Goshen Electric Operating Department
- H. Hammond District: includes Facilities Management Department; East Chicago; Columbia Avenue Electric Operating Department; General Engineering Department
- I. Hobart District
- J. Kokomo District
- K. LaPorte District: includes Training Center, L.N.G. Plant
- L. Michigan City District: includes Bailly Generating Station, Michigan City Generating Station, 8th Street Electric Operating Department
- M. Monticello District: includes Monticello Electric Operating Department
- N. Peru District
- O. Plymouth District: includes Plymouth Electric Operating Department
- P. South Bend District
- Q. Sugar Creek Generating Station
- R. Valparaiso District: includes R. M. Schahfer Generating Station
- S. Wabash Valley District: includes Royal Center
- T. Warsaw District
- U. 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 one hundred twenty (120) 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 Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union 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.

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 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, shall not be eligible to bid again on any vacancy, in either bargaining unit for six (6) months after such withdrawal.

An employee may only accept and report to two (2) jobs in a twelve (12) month period. Should an employee accept and report to two (2) positions that change his classification in a twelve (12) month period, that employee shall not be eligible to bid on any vacancy, other than changing locations in the same classification, for twelve (12) months.

An employee may only reject three (3) bids in a twelve (12) month period. Should an employee reject three (3) bids in a twelve (12) month period, that employee shall not be eligible to bid on any vacancy, other than changing locations in the same classification, for twelve (12) months.

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.

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.

Any employee whose bidding rights are suspended as per this section, 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 accepted and reported to 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 section 3 of this Article.

Any regular full time employee whose bidding rights are suspended as per this Section, and who is then laid off, will have his bidding rights reinstated as if he had only accepted one vacancy.

The above restrictions apply to all employees except those in entry-level positions, and those displaced from their regular jobs.

30. An employee shall be allowed four (4) hours to accept or reject the bid or recall opportunity after being so notified. However, if the four (4) 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 and Union agree to work together to create a mutually acceptable bidding procedure that would streamline the bidding process.

## **ARTICLE VII Holidays**

1. The following legal holidays shall be observed by the Company: New Year's Day, January 1; President's Day; 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 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 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.

9. Holidays that fall on Saturday will be observed on the preceding Friday. Saturday holidays will continue to be observed on the calendar Saturday by 4-4 workers.

10. Generation employees whose stated scheduled is Wednesday–Sunday will observe Saturday and Sunday holidays on the actual calendar day Saturday or Sunday.

## **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 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. 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.
7. 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.

8. 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.

9. 4-4 shift employees' vacation provisions are outlined in the 4-4 shift agreement published at the back of this Agreement

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 12 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

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

24. 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.

25. 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.

26. 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. For the purposes of this section, 40 hour workers will be credited with 40 hours per week of vacation, and 4-4 shift workers will be credited 48 hours per week of vacation.

27. A maximum of two (2) weeks of an employee's annual vacation entitlement may be taken in one (1) day or partial day increments in accordance with the terms of this section. The Company will make a good faith effort to reasonably accommodate all vacation requests

In the approval of non-scheduled single days of vacation, employees will not be denied single or partial vacation days, for the sole reason that other employees in the same department or shift group have scheduled full weeks of concurrent vacation. The Company will grant single or partial day vacation requests, provided that the vacant position can be filled by overtime acceptance of another department employee or when operations of the Company would otherwise permit such approval. The Company shall not be required to solicit overtime backfill for more than one single or partial day vacation request per shift group at any one time. A maximum of two days of these vacation weeks regardless of the employees schedule or shift may be taken as emergency time in full or half day increments, except one of these two days may be taken in one quarter day increments at the beginning or end of the employee's scheduled workday.

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 their optional vacation days in partial increments as allowed above shall not be eligible to work during those hours of their regularly scheduled shift, but will not otherwise affect overtime eligibility. The rates in Sections 14 and 15 of this Article shall not apply. A full day of vacation shall be considered to start at the employee's scheduled starting time and last twenty four (24) hours.

A full day of vacation shall be considered to start at the employee's scheduled starting time and last twenty four (24) hours.

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

1. The parties agree to abide with the terms of the NiSource Corporate Wide Standard regarding Military Leave of Absence in effect at the time of the leave request.

During the terms of this agreement, the Company agrees to provide no lesser benefit than that provided in the Military Leave of Absence Policy effective January 1, 2011 attached as an appendix at the back of this agreement.

**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 seven hundred fifty dollars (\$750.00) 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 second payday after ratification.

- B. With respect to the Article XX, Section A, wage rates:

1. Effective January 1, 2020, each individual basic hourly rate will be increased by two and three-quarter percent (2.75%).
2. Effective January 1, 2021, each individual basic hourly rate will be increased by three percent (3.00%).
3. Effective January 1, 2022, each individual basic hourly rate will be increased by three percent (3.00%).

### C. Corporate Incentive Plan

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

Employees shall only have bonuses or incentives reduced for the pro-rata period that is equal to the actual time of disciplinary suspension. Union business hours for elected Union officials that are currently credited for pension purposes will also be treated as time worked for incentive plan purposes.

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. The Company and the Union agree to meet and discuss the creation of validated equivalency tests for the following positions :

Station Instrument Technician, Job No. 240  
Electric Meterman, Job No. 474  
Measurement Technician, Job No. 540  
Station Chemical Technician, Job No. 244

The Company will contract with an outside vendor to create such validated equivalency tests by 2016.

17. All employees in Local 12775 shall be eligible for the Tuition Reimbursement Program in accordance with Company Policy 13, subject to any future revisions.
18. The Company will reimburse Meter Readers for the use of cell phones for Company business with a monthly payment of twenty dollars (\$20).

## **ARTICLE XI Hours of 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 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 rotating shift schedule.
  
  - C. It is recognized that shift work employees typically take their meals and breaks at an operationally convenient time in the work day, remaining

available to respond to work related demands. It is understood that shift workers, during meals and breaks, may utilize such time for appropriate personal business, provided that the exercise of this opportunity, shall not interfere with the efficient and orderly conduct of the Company's operations, and not to prolong or exceed the normal and accepted time allotted for such breaks.

D. Vacancies for permanent shift worker openings in the same department, classification, and location shall be offered by seniority provided that adequate skill and experience is reasonably allocated among the shift groups.

4. 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.

5. When a shift worker has four (4) scheduled days in the same work week and misses one or more of those days for any reason, the fourth scheduled day worked will be paid at the applicable premium rate. If the day off is the fourth day and for reasons granting base pay, the allowance shall be at premium.

6. When a unit shutdown or training requirements at the Michigan City Generating Station, R. M. Schahfer 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.

7. 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 51 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.

8. 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.

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

10. A physical bargaining unit employee may work up to, but no more than, thirty-two (32) consecutive hours of continuous work, at which time the employee will be assigned an eight (8) hour rest before returning to work. The rest period will begin when the employee arrives at home (or lodging location) and ends when he leaves home (or lodging location) to return to work.

To the extent that such rest periods extend into his regular work day and his stated schedule of work, he shall lose no time thereby. In instances where the Company and employee determine that he cannot safely operate a vehicle, the employee will be accommodated through lodging or transportation at the Company's expense.

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.

The foregoing applies to all employees in the Construction Department except that they will be paid actual travel time to work and back home.

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. The rest period will begin when the employee arrives at home (or lodging location) and ends when he leaves home (or lodging location) to return 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.

- A. If an employee is called out for work during the ten (10) hour period prior to his regular schedule and works at least six (6) hours during this same period, the employee shall be given the option of working into his regular schedule or eight hours rest, measured from the time the employee went home, without attendance points or pay.
- B. It is the responsibility of the employee to notify the Dispatch Supervisor that the call out work is complete, so that additional work can be assigned.

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 two (2) hours or less after their time is broken 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.

The Union recognizes the Company's right to assign employees within the department, who are called out after hours or who are offered an extension of the workday overtime opportunity utilizing the overtime distribution list, additional emergency work that may come up. If those employees are able to work, they may do so. If they are unable to take additional assignments, they will notify their supervisors as soon as possible so that an additional callout may be made, if necessary.

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.

25. Card readers will not be used as time clocks.

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

**Overtime**

1. All employees shall be required to accept a reasonable amount of overtime when offered except in the limited cases of undue hardship.

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

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 25 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 and the Construction Line Department 1st, 2nd, 3rd and 4th Step Apprentices are grouped together and the 5th Step Apprentices and above (if qualified) 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. Overtime work of a type normally and regularly performed by local generating station maintenance employees will be first offered to the employees in the local generating station maintenance group prior to offering the overtime to employees in the Construction Power Plant Support Group. Except that, any overtime associated with maintenance projects in progress and other specific work that is assigned to the Construction Power Plant Support Group will be first offered to the Construction Power Plant Support Group prior to offering the overtime to employees in the local generating station maintenance classification.

- G. 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. Once the crew complement is met using Group I, an apprentice or apprentices from Group II may be called out for training purposes, so long as the ratio of Journeymen to Apprentices does not exceed a one (1) to one (1) ratio. Once the Group I list is exhausted the Journeymen to Apprentices ratio does not apply. Group III will not be eligible for callout.
- H. The callout procedure in G 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.
- I. In the Mechanical Maintenance Departments of the Generating Stations, Certified Station Welders, Journeymen 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) Group I employees will receive first call. Once the crew complement is met using Group I, an apprentice or apprentices from Group II may be called out for training purposes so long as the ratio of Journeymen to Apprentices does not exceed a one (1) to one (1) ratio. Once the Group I list is exhausted the Journeymen to Apprentices ratio does not apply. 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, 3rd, or 4th Step Apprentice in the same department. When he is made a 5th, Step Apprentice he is charged the maximum of any 5th, 6th, 7th, and 8th, 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, be charged only with the amount of overtime he could 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 on light duty for any reason, or who is off work for 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.

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.

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 of 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, while on vacation he shall be called for emergency work prior to working supervision or contractors, after all available and qualified employees are asked, but neither compelled to work nor charged hours for refusal. An employee offered overtime under this section will be considered recalled from vacation and will be paid two (2) times his hourly rate for all hours worked.

A. An employee on a single day of vacation will be eligible for overtime outside the hours of his normal work schedule for that day. Overtime will be offered

in order of his overtime standing, however he shall not be compelled to work, nor charged for refusal. The hours paid for vacation on that day shall be considered as time worked toward the computation of overtime compensation and charging of hours worked.

20. OLOP Vacancies

- 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 Relief Operator classification.
5. The Company will utilize the overtime list to obtain employees in the Control Room 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. In no event will an employee in training be utilized to fill a Station Operator vacancy until qualified.
- D. 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, twelve (12) hour rest period shall go into effect.

- E. 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 employee shall lose no time thereby.

- F. Moving OLOP to other units.

1. Subject to the provisions of Sections 6 and 8 of Article XI, employees in operating line-of-progression classifications in the generating stations shall be assigned to a unit on a four (4) 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 down training, on any unit at the same generating station.

2. Subject to the provisions of Sections 6 and 8 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.

- G. If there are no qualified shift workers available at the generating station for relief, the Company may provide any additional relief necessary at its discretion. If a shift worker covered by this paragraph D refuses overtime in his classification for a particular shift, it will be considered that he has refused all overtime for that particular shift.

H. In dual unit locations, when an on-shift Relief Operator is not needed to fill a vacancy in the Station Operator position on a live unit, a Relief Operator will be assigned to the control room whenever at least one unit is in operation. This employee can be temporarily reassigned due to operational necessity. The Company is not obligated to offer overtime for the purpose of fulfilling this requirement.

21. 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.

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

23. The overtime standings of the forty (40) hour employees of each department at each location shall be determined as of 12 midnight 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 42 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 4-4 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.

24. 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.

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

26. Temporary employees shall be eligible for overtime as a result of the continuation of the work day. Temporary employees shall not be eligible for unscheduled callout unless all available district employees are working. Temporary employees shall be eligible for scheduled overtime, provided all available employees of the department are working.

27. 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.

All linemen job class 408, 404, 412 shall provide one effective telephone number.

28. 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 only the amount of overtime they could

have earned had they reported 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.

For purposes of this Section, the emphasis is on the act of offering overtime within a list, such as overlooking a name or failing to read the overtime sheet properly. Employees will continue to have an obligation to advise the supervisor of any known errors in the information contained on the overtime standing sheet that is posted.

- 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.

29. 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. 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.

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

31. 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.

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

33. Employees shall be charged as described in Section 28 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.

34. During maintenance or planned outages in the generating stations with a scheduled duration of two (2) weeks or longer, and that have been planned at least one (1) week in advance, management may determine alternate schedules for the maintenance departments, including PPS, with the following guidelines:

- A. Outage schedule offerings will not exceed eight (8) consecutive weeks, and a maximum of twelve (12) hours per day. More than one schedule offering may be made per outage,
- B. Management will determine the schedule for each maintenance department including PPS for the outage.

- C. Once the schedules have been established, they will be offered to the Bargaining Unit employees of the affected maintenance departments. For planned outages, the outage schedule offering will be posted no earlier than four (4) weeks prior to the start of the outage. If the outage schedule moves, the schedule posting will move accordingly.
- D. Schedules will be offered to all Bargaining Unit employees in any given maintenance department in the station. PPS schedule offerings will be according to Construction overtime rules identified in this Agreement,
- E. Bargaining Unit employees who accept the outage schedule offering will be committed to that schedule for the duration of the offered schedule. Contractually established absences, including but not limited to Vacation, Sick Leave, Funerals, etc., as well as unforeseen personal issues are the exceptions. Relief from the offered schedule for known personal schedule conflicts will be reasonably considered at the time of offering.
- F. Bargaining Unit employees will have forty eight (48) hours to notify management of their decision whether or not to participate in the outage schedule. After the outage schedule has been established and posted, Bargaining Unit employees on Vacation, Sick Leave, or not at work for other legitimate reasons will be contacted and offered the outage schedule.
- G. An employee who elects not to work the outage schedule will be deemed to have refused the overtime, and the employee will be charged for all scheduled outage overtime hours that would have been worked per the offered schedule.

Employees who have elected not to work the outage schedule will be asked last for any additional outage related overtime offered during the outage schedule.

- H. The last two (2) hours of each work day under the outage schedule will be paid at double time (2X). All other overtime hours will be paid at normal contractual overtime rates.
- I. Any employee who has committed to the outage schedule and fails to fulfill the overtime commitment will be triple charged for the first unexcused failure to meet the overtime commitment. If the employee has more than one unexcused failure to meet the overtime commitment, the employee will lose his or her opportunity to work the remainder of the outage schedule, and will be charged for those hours. For overtime purposes, that employee will then

be grouped with those who have previously elected not to work the outage schedule.

If a failure to meet the overtime commitment occurs during the last two (2) weeks of outage schedules lasting more than four (4) weeks, or one (1) week for outage schedules of four (4) weeks or less, the employee will be ineligible to work the overtime offered in the next outage's overtime schedule, and will be charged for all hours they could have worked.

### **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. 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 30.

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. The employee is required to give a minimum of 24 hours' notice before refusal of any portion of his standby duty except in limited cases of emergency and unforeseen hardship. This notice shall be given during normal hours of work. If the standby rotation to be refused falls on a weekend or holiday, the employee must give a minimum of 2 hours' notice before the end of the employee's shift.

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

If the junior employee is unavailable or cannot be reached the Company shall move up the seniority list to the next available and qualified employee until the standby is filled.

37. 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 5th 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, 5th Step Apprentices or above, all of which classifications are considered together as one group. However, an employee who has just become a 5th 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 5th 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 5th Step, he shall start receiving his field training on standby work as his turn comes up

38. 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.

39. 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.

40. 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.

41. 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 40 may be ignored.

42. 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.

43. In a department or classification where there is standby, all employees in that department shall be in the standby rotation once qualified and eligible to do so.

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.

44. 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.

45. 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.

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

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

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

55.

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 bi-weekly, 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.

**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. All meal money allowances referred to in this Article will increase annually at the same rate as the agreed to wage increases in Article X on page 49.

Meal payments will be paid as a fourteen dollar eighty nine cent (\$14.89) meal allowance, whether the employee eats the meal or not, to be paid as monies earned within that pay period. The meal allowances will be increased at the same rate as annual wages.

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 allowance of fourteen dollars eighty nine cents (\$14.89) and the paid opportunity to eat said meal in a restaurant.

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 paid meal opportunity which shall be reimbursed at the sum of fourteen dollars eighty nine cents (\$14.89) by the Company whether he takes the meal or not. If an employee so called out does not bring his lunch, he shall have a noon meal reimbursed at the sum of fourteen dollars eighty nine cents (\$14.89).

5. When work continues beyond one and one-half (1-1/2) hours after scheduled quitting time, an additional meal payment and paid opportunity 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 payment and paid opportunity 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 two (2) hours or less after their time is broken shall have that time bridged (but shall receive no pay for that time except the travel allowance provided for in Section 17 of Article XI) for meal allowances and continuous hours of work 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 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 except that the hourly allowance shall increase annually at the same rate as the agreed to wage increases in Article X on page 49.

A. In lieu of the former meal money paid to employees, employees shall receive four dollars six cents (\$4.06) 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.

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 and over --	26 weeks

Any employee hired on or after June 1, 2004 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.

Employees hired prior to June 1, 2004, and enrolled in the Account Balance I pension plan will be given a one-time, irrevocable choice in August, 2014 to enroll in the long term disability plan. Those employees electing long-term disability benefits will be subject to the Sick Leave schedule indicated for employees hired on or after June 1, 2004.

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. 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.

- A. Sick leave benefits will be paid to an employee otherwise eligible therefore 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.

14. Effective June 1, 2014, a part-time employee, disabled and unable to perform his regular job due to a personal illness or injury sustained off the job, will be provided with fifty percent (50%) of the paid Sick Leave days he would receive if he were a full-time employee hired on or after June 1, 2004. However, when he has six (6) months seniority he shall receive one (1) week paid Sick Leave.

- A. Paid part-time sick leave will be granted at 60% of the classification's base pay.
- B. Absences provided under this section will only be considered Sick Leave 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.
- C. Paid Sick Leave will begin on the first (1<sup>st</sup>) day of the disability period.

15. For consideration of sick leave approval, sick leave forms shall be received by the Company Payroll & Leave Coordinator as soon as possible, however, no later than 30 days from the first day of absence.

The Company may, in limited circumstances, make exceptions to the 30 day deadline.

The Local Unions reserve the right to file grievances whenever it feels that any member has been or is being harmed.

**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. The bulletin board will be a standard size of 36" by 48".

**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, Gary, Hobart, Medaryville, Plymouth, R. M. Schahfer Generating Station, South Bend and Winamac -- 1 hour each way.

- D. Crown Point, East Chicago -- Gas Transmission and Storage, Hammond, Lowell, 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, Kokomo, and Wabash -- 2-1/4 hours each way.
- I. Angola, Auburn, Fort Wayne, Pine Village and Waterloo -- 2-1/2 hours each way.
- J. Bluffton -- 2-3/4 hours each way.
- K. Decatur, Geneva, and Sugar Creek -- 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 forty one dollars ninety nine cents (\$41.99) for each full day of housing or thirteen dollars fifty five cents (\$13.55) for each of the first two-thirds (2/3) of a day and fourteen dollars eighty nine cents (\$14.89) 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 (\$14.89) 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 one hundred twenty-five (125) percent of the maximum applicable government allowance 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
Chesterton	LaGrange
Columbia City	LaPorte
Construction-Aetna Complex*	Logansport
Crown Point	Lowell
Decatur	Medaryville
	Michigan City (Greenwood Ave.)
Delphi	Monticello
East Chicago (By-Product Plant)	Morocco
Elkhart	Nappanee
Fort Wayne	North Liberty
Fowler	Peru
Gary	Pine Village
Geneva	Plymouth
Goshen	Rochester
Hammond-(Chicago & Elm Sts.) (167th Street)	South Bend
Hobart	Valparaiso
Kentland	Wabash
	Waterloo
	Warsaw
	Winamac

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 no compensation 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.

The Construction Power Plant Support Group will receive a reporting reimbursement of thirteen dollars fifty five cents (\$13.55) per day. This reimbursement shall be adjusted at the same rate as the annual wage increases.

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 maximum government allowance per mile or a flat rate calculated at twenty-five miles of the

maximum allowable government rate per day. Meter readers may be required to operate their personal vehicles.

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. Contracting Out
  - 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. A "work retention committee", sponsored by the Company and Union senior leadership will be established. Union and Company coordinator(s), along with local grievors as needed, shall meet as required, but not less than on a quarterly basis to engage in meaningful discussions around the elements of contracted work. Ad hoc committee members may be added by mutual agreement. These discussions shall focus on methods available to minimize

the amount of work, normally and regularly performed by members of the bargaining unit, which is contracted out.

In each meeting, both recently completed and upcoming work should be reviewed. In discussions around upcoming work, the group will use guidelines provided in Article XVII, Section 2B. In considering upcoming work, discussions shall be held in a timeframe, whenever possible, that allows for meaningful input before final contracting decisions are made. While acknowledging that short notice projects will occur, the Company commits to making a good faith effort to minimize the occasions where work is contracted without the opportunity for meaningful input. In the course of the above discussions, the Company and Union agree to discuss not only projects and work forecasts but also to review completed projects and associated data, both contracted and in-house, with respect to the following issues.

- Relevant staffing issues
- Employee training opportunities
- Work resource planning
- Overtime utilization
- Workforce productivity
- Workforce responsiveness
- Cost competitiveness

Notice of intent to contract work shall be provided to the Union in a timeframe that, whenever possible, allows for input into the contracting decision. This notice may reflect individual projects or it may reflect forecasted work that is not yet identified at a project level. Such notices shall be in electronic format with sufficient information to advise the Union President, Coordinator(s), grievor and Local Union Office of the location, type of work, hours projected by internal work group, duration, timetable, costs, and type of contract anticipated (firm bid vs. time and equipment), and reasons for such contracting out.

In addition to the discussions noted above relative to work normally and regularly performed by members of the bargaining unit, the work retention committee will also pursue opportunities to engage members of the bargaining unit in work that is currently not normally and regularly performed by bargaining unit members.

The work retention committee shall be charged with measuring and reporting on the success of its efforts. On a semi-annual basis, Union and Company

leads on this committee shall prepare a report for Company and Union senior leadership indicating the following:

1. Performance with respect to compliance with the provisions of this section.
2. Success relative to the mission of minimizing outsourced work.
3. Strategies for improving efforts in retention and capture of contracted out work.

The cost of the Union representative(s) office time while engaged in these activities shall be funded from the GNA hours. The cost of the bargaining unit employee's time preparing for and attending related meetings shall be borne by the Company.

Any information provided to the Union coordinator shall be held in complete confidence.

- D. 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 wind chill is -2 degrees F or below, or temperature alone is 0 degrees F, or below, or when the heat index is 100 degrees F or greater, outside work shall be suspended. Work on elevated structures shall be suspended when wind chill is 0 degrees F or less, or temperature alone is 5 degrees F, or less. The preceding wind-chill, temperature, and heat index limits will be determined using weather.gov or another mutually agreed-to weather information service. 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 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 one of the employees days off the next scheduled work day will be allowed off. If notice of death is received by the employee while at work, the time for the day will be considered as an excused absence with pay, and will not be counted as Funeral Leave. 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 spouse/same-sex domestic partner, child, or step-child (includes the child of a same-sex domestic partner), Eligibility requirements for same-sex domestic partner will be the same as Nipsco Corporate Policy.
- B. A maximum of four (4) regularly scheduled workdays following the death of the employee's father, mother, step-father, step-mother, 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, step-sister, son-in-law or daughter-in-law.
- D. When an employee is on vacation and the death of any of the above relatives 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 seven thousand eighty-three (7,083) man-hours of the term of the contract. Additionally, any

unused hours from the 2014 Agreement will be carried over to the 2019 Agreement. Such unused hours must be charged before June 1, 2021.

If, during the term of the agreement, the Union determines the need for additional GNA hours beyond the six thousand eight hundred seventy five (6,875) man hours specified herein, the Company shall provide those hours in 1000 hour blocks of time and the Union shall reimburse the Company for the cost of those hours actually used. The value of a GNA hour for this purpose shall be the hourly rate paid to the Union President or additional designees for the actual hours charged against the GNA for their time. Additional hours provided in such blocks that have not been used and reimbursed shall expire upon the expiration of this contract.

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. Participation in the negotiated 401K Program shall be subject to all applicable legal, administrative and eligibility requirements governing the 401K Program which may be in effect from time to time.

22. New hires 1/1/2015 and after, will be automatically enrolled into the 401(K) plan at six (6) percent pre-tax contribution if they do not actively enroll or decline within thirty (30) days of hire. Age appropriate target date funds will be the default election. They can elect out of auto-enrollment by changing contribution percentage to 0%, or calling Plan Administrator to opt out of plan participation.

23. The Company and the Union agree to establish a joint committee to identify suitable templates for trucks and equipment related to field operations. The purpose of this committee would be to obtain equipment that meets the needs of the workforce

with regard to safety and utilization. The Union leadership will identify qualified people to serve on this committee from the Bargaining Unit. The committee will meet at least one time per year.

**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 Porter and the home address of the Grievance Committeeperson.

An electronic copy of all created Root Cause Analysis (RCA) forms will be sent to the Union Office, in PDF or other applicable format.

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 Porter 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.

The Company and Union commit to the continuation and expansion of the collaborative safety commitment currently ongoing in the electric T&D area. Subject to the recommendation of joint core safety teams, the Company will commit to the utilization of up to six (6) bargaining unit safety advocates for a minimum of 24 months. Safety Advocates shall follow the current Electric T&D model that blends their safety and work duties. This collaborative safety commitment shall include the active leadership of the USW 12775 President and Company senior leaders at the officer level.

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 for the life of this Agreement.

As of 1/1/2010 all new hires – Full time, part time, and temporary are eligible to be covered by the USW negotiated PPO health plan at date of hire.

10. 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.

11. 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.

12. 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.

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

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

15. All employees in Local 12775 shall be eligible for the Tuition Reimbursement Program in accordance with Company Policy 13, subject to any future revisions.

16. The Company will provide an annual boot allowance of \$75.00 for all employees required to wear work boots. The boots shall meet the stated requirements of the job. Payment of the allowance shall be provided after presentation of receipt(s) of purchase.

17. Effective January 1, 2015, employees will be eligible for one paid scheduled work day as a "Wellness Day" to cover preventive medical tests and procedures. Such day is intended to be utilized for purposes of a preventative or wellness visit and documentation from the health care provider will be required to substantiate the visit upon the employee's return to work.

Temporary Workforce Employees who are on assignment expected to last longer than a year will be eligible for a "Wellness Day" upon attaining six (6) months employment with the Company and shall be taken in accordance with the provisions of the CBA.

18. All pre-65 employees who retire on or after January 1, 2017, will have the Defined Dollar Subsidy for retirement healthcare, according to the following formulas:

- A. Effective January 1, 2017, the retiree subsidy is \$190 per year of service. The subsidy applies to the You Only and You + Children coverage categories. The spouse subsidy is \$135 per year of service. There is a combined subsidy of \$325 (\$190 + \$135) for the You + Spouse and Family coverage categories. The survivor of a retiree will receive the retiree subsidy (\$190).
- B. Effective January 1, 2019, the retiree subsidy is \$225 per year of service. The subsidy applies to the You Only and You + Children coverage categories. The spouse subsidy is \$170 per year of service. There is a combined subsidy of \$395 (\$225 + \$170) for the You + Spouse and Family coverage categories. The survivor of a retiree will receive the retiree subsidy (\$225).

19. Employees retiring on or after January 1, 2015, but before January 1, 2017, will be able to voluntarily choose the Defined Dollar Subsidy, however, that choice will be irrevocable.

20. Employees retiring during the years 2015, 2016, 2017, and 2018 who elect the Defined Dollar subsidy and are eligible to contribute to a Health Savings Account (HSA) will have a one-time Company contribution of \$1,500 made to their HSA (subject to IRS limits on maximum annual contributions).

21. Employees retiring in 2019 who are eligible to contribute to a Health Savings Account (HSA) will have a one-time Company contribution of \$1,200 made to their HSA (subject to IRS limits on maximum annual contributions).

22. All employees retiring after January 1, 2017 will have the Defined Dollar Subsidy for post-65 retirement healthcare, according to the following formulas:

The retiree subsidy is \$65 per year of service. The subsidy applies to the You Only and You + Children coverage categories. The spouse subsidy is \$45 per year of service. There is a combined subsidy of \$110 (\$65 + \$45) for the You + Spouse and Family coverage categories. The survivor of a retiree will receive the retiree subsidy (\$65), instead of the spouse subsidy. Retirees will continue to be eligible for the Medicare Part B supplement at \$475 annually effective Jan 1, 2015.

23. Each Post-65 retiree with a Medicare Part D plan will receive a monthly supplement of forty dollars (\$40) per month, provided they retired on or after January 1, 2005.

24. The obligation to bargain Defined Dollar subsidy rates survives the expiration of this Collective Bargaining Agreement.

## ARTICLE XIX Effectiveness

1. This Agreement is effective as of June 1, 2019, and shall continue in full force and effect until and including March 31, 2022 unless terminated on March 31, 2022, 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 at least sixty (60) days prior to March 31, 2022, 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.
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 Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC, on behalf of Local Unions 12775 and 13796, 548 N. Oak Drive Plymouth, IN 46563 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. All bonuses contained in this Article will increase annually indexed to the annual wage increase beginning January 1, 2010.

**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) or more bargaining unit employees are working as a crew according to Section 5 of this Article shall be two dollars seventy two cents (\$2.72) above his own rate, except that those employees in the MEO and HEOA classifications shall be paid if entitled, the bonus above any welders that they may have on their crew.

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.

### **Night Bonus**

5. An employee shall receive a night bonus of eighty nine cents (89¢) 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 ninety nine cents (99¢) 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.

### **Shift Sunday Bonus**

9. Any employee whose regular schedule includes calendar Sundays shall receive one dollar ten cents (\$1.10) 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 one dollar ten cents (\$1.10) 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 7, shall receive, as a consideration for being subject to call, a bonus of one dollar twenty nine cents (\$1.29) 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. 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 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, Job No. 600, and Welder, Job No. 602, 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.

**Memorandum of Agreement**  
**Between**  
**Northern Indiana Public Service Company and USW Local 12775**  
**Regarding Construction Mechanics, Pipe Mechanics, Heavy**  
**Equipment Operators (HEO) and Mechanic Equipment Operators**  
**(MEO), Welders and Certified Welders in Gas Operations**

The Company and the Union recognize that with the advent of Operator Qualifications (OQ), and with the Underground Construction and Maintenance/District type work, the classifications have become similar in training and job performance. Therefore, the Company and the Union agree to the following:

All training and OQ that has not lapsed that is identical and continuous through the Construction Mechanic and Pipe Mechanic progressions, HEO and MEO progressions, and Certified Welder and Welder progressions, shall be viewed as continuous training within both the Construction department and the Districts.

An HEO A bidding into the District will be considered a fully qualified MEO A immediately upon his/her report date and will assume high hours on the MEO A overtime list. He/she will be eligible for standby per the Collective Bargaining Agreement. For all new employees into these classifications as

of the date of this agreement (external hires or internal bidders), the OJT Check-Off Book/Process will be required.

The qualification time for MEO A or HEO A will be 18 months, from entry to qualification:

<b>Construction</b>	<b>District</b>	<b>Max Time</b>
Construction Mech. B	Pipe Mechanic (Step 1)	6 months
Construction Mech. A	Pipe Mechanic (Step 2)	6 months
Heavy Equipment Operator B	Pipe Mechanic (Step 3)	6 months
Heavy Equipment Operator A (Final)	Mechanic Equipment Operator A (Final)	Final Rate for A (or 6 months for below)
Heavy AA	MEO AA	Final for AA
Certified Welder	Welder	18 months

In addition, if an employee is otherwise fully qualified at any of the jobs listed in the aforementioned line of progression and leaves the department and returns, he/she will pick up at the classification for which he/she is fully qualified after successfully completing all necessary requalification tasks and other standards obligations at the NIPSCO Training Center.

Certified Welders and Welders will continue to qualify per the current 2006 Welder MOA. If he/she completes welding certifications prior to completing the total defined qualification time for Welders described in that agreement, he/she will be upgraded whenever performing welding tasks in accordance with the CBA.

18. 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.

19. 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.

20. 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**

Some archaic job numbers and or classifications have been purposely left out of the following listing, the job descriptions are still valid, they could still be activated.

Effective June 1, 2019

**ARTICLE XX  
SCHEDULE A  
Wage Rates**

**ELECTRIC PRODUCTION**

*Bailly - Michigan City - Rollin M. Shahfer*

<b>Job No.</b>	<b>Classification</b>	<b>Rate Per Hour</b>		
		<b>1/1/2020</b>	<b>1/1/2021</b>	<b>1/1/2022</b>
100, 128, 198, 207	Relief Operator <sup>12</sup>	48.40	49.85	51.35
108, 134, 202, 210	Control Room Operator <sup>12</sup>			
	(1) Entering Rate	46.30	47.69	49.12
	(F) After 6 Months	48.40	49.85	51.35
110, 136, 203, 219	Station Operator <sup>12</sup>			
	(1) Entering Rate	41.46	42.70	43.98
	(2) After 3 Months	41.91	43.17	44.47
	(3) After 5 Months	43.78	45.09	46.44
	(F) After 8 Months	45.96	47.34	48.76
215	FGD Operator <sup>2</sup>			
	(1) Entering Rate	39.83	41.02	42.25
	(2) After 6 Months	40.97	42.20	43.47
	(3) After 12 Months	41.71	42.96	44.25
	(4) After 18 Months	42.66	43.94	45.26
	(F) After 24 Months	43.59	44.90	46.25

**Sugar Creek**

<u>480</u>	<u>Multi Crafted O &amp; M Technician I</u>	<u>41.46</u>	<u>42.70</u>	<u>43.98</u>
<u>482</u>	<u>Multi Crafted O &amp; M Technician II</u>	<u>45.27</u>	<u>46.63</u>	<u>48.03</u>
<u>484</u>	<u>Multi Crafted O &amp; M Technician III</u>	<u>48.40</u>	<u>49.85</u>	<u>51.35</u>

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<sup>1</sup> See Article VI, Section 12E

<sup>2</sup> 4-4 Shift Worker

**GENERATING STATIONS**

***Bailly - Michigan City - Rollin M. Shahfer***

<b>Job No.</b>	<b>Classification</b>	<b>Rate Per Hour</b>		
		<b>1/1/2020</b>	<b>1/1/2021</b>	<b>1/1/2022</b>
216	Station Electrician	42.30	43.57	44.88
217	Apprentice Station Electrician			
	(1) Entering Rate	36.87	37.98	39.12
	(2) After 6 Months	37.56	38.69	39.85
	(3) After 12 Months	38.24	39.39	40.57
	(4) After 18 Months	38.90	40.07	41.27
	(5) After 24 Months	39.37	40.55	41.77
	(6) After 30 Months	39.81	41.00	42.23
	(7) After 36 Months	40.82	42.04	43.30
	(8) After 42 Months	41.26	42.50	43.78
	(Progresses to Station Electrician, Job No. 216, after 48 Months)			
233	Certified Station Welder	44.25	45.58	46.95
235	Station Mechanic	42.30	43.57	44.88
236	Apprentice Station Mechanic			
	(1) Entering Rate	36.87	37.98	39.12
	(2) After 6 Months	37.56	38.69	39.85
	(3) After 12 Months	38.24	39.39	40.57
	(4) After 18 Months	38.90	40.07	41.27
	(5) After 24 Months	39.37	40.55	41.77
	(6) After 30 Months	39.81	41.00	42.23
	(7) After 36 Months	40.82	42.04	43.30
	(8) After 42 Months	41.26	42.50	43.78
	(Progresses to Station Mechanic, Job No. 235, after 48 Months )			

**GENERATING STATIONS**

***Bailly - Michigan City - Rollin M. Shahfer***

<b>Job No.</b>	<b>Classification</b>	<b>Rate Per Hour</b>		
		<b>1/1/2020</b>	<b>1/1/2021</b>	<b>1/1/2022</b>
240	Station Instrument Technician	43.87	45.19	46.55
241	Apprentice Station Instrument Technician			
	(1) Entering Rate	37.07	38.18	39.33
	(2) After 6 Months	37.78	38.91	40.08
	(3) After 12 Months	38.41	39.56	40.75
	(4) After 18 Months	39.08	40.25	41.46
	(5) After 24 Months	39.72	40.91	42.14
	(6) After 30 Months	40.48	41.69	42.94
	(7) After 36 Months	41.73	42.98	44.27
	(8) After 42 Months	42.36	43.63	44.94
	(Progresses to Station Instrument Technician, Job No. 240, after 48 Months)			
244	Station Chemical Technician <sup>2</sup>	43.87	45.19	46.55
245	Apprentice Station Chemical Technician <sup>2</sup>			
	(1) Entering Rate	37.69	38.82	39.98
	(2) After 6 Months	38.33	39.48	40.66
	(3) After 12 Months	38.97	40.14	41.34
	(4) After 18 Months	39.63	40.82	42.04
	(5) After 24 Months	40.10	41.30	42.54
	(6) After 30 Months	40.61	41.83	43.08
	(7) After 36 Months	41.73	42.98	44.27
	(8) After 42 Months	42.35	43.62	44.93
	(Progresses to Station Chemical Technician, Job No. 244, after 48 Months )			
247	Chemical Technician Trainer	45.96	47.34	48.76
230	Waste Water Treatment Specialist <sup>2</sup>			
	Step 1	43.87	45.19	46.55
	Step 2	44.94	46.29	47.68
	Final Rate	45.96	47.34	48.76
250	Coal Handler <sup>2</sup>			
	(1) Entering Rate	33.24	34.24	35.27
	(F) After Qualification	38.36	39.51	40.70

<sup>2</sup> 4-4 Shift Worker

**ELECTRIC OPERATIONS**  
**Electric Substation Department**  
**Dispatching Section**

<b>Job No.</b>	<b>Classification</b>	<b>Rate Per Hour</b>		
		<b>1/1/2020</b>	<b>1/1/2021</b>	<b>1/1/2022</b>
316	Dispatcher -Operator <sup>4</sup>	43.29	44.59	45.93
	(1) Entering Rate	41.46	42.70	43.98
	(2) After 3 Months	41.91	43.17	44.47
	(3) After 6 Months	42.36	43.63	44.94
	(Progresses to Dispatcher Operator, Job No. 0316, after 12 Months)			
317	ESSO Dispatcher <sup>4</sup>	42.53	43.81	45.12
	(1) Entering Rate	40.69	41.91	43.17
	(2) After 3 Months	41.15	42.38	43.65
	(3) After 6 Months	41.62	42.87	44.16
	(Progresses to ESSO Dispatcher Job No. 0317 after 12 Months )			

**Transmission Section**

321	Patrolman	43.59	44.90	46.25
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**Substation Section**

906	Working Foreman	+	+	+
358	Substation Electrician	42.53	43.81	45.12
359	Apprentice Substation Electrician			
	(1) Entering Rate	37.65	38.78	39.94
	(2) After 6 Months	38.32	39.47	40.65
	(3) After 12 Months	38.95	40.12	41.32
	(4) After 18 Months	39.61	40.80	42.02
	(5) After 24 Months	40.19	41.40	42.64
	(6) After 30 Months	40.78	42.00	43.26
	(7) After 36 Months	41.34	42.58	43.86
	(8) After 42 Months	41.94	43.20	44.50
	(Progresses to Substation Electrician, Job No. 0358, after 48 Months)			

**4.4-4 Shift Worker**

+ For applicable bonuses, see Article XX of Agreement

**Electric Substation Department**  
**Communications Section**

Job No.	Classification	Rate Per Hour		
		1/1/2020	1/1/2021	1/1/2022
348	Communications Man, Class A	41.46	42.70	43.98
352	Communications Man, Class B	38.19	39.34	40.52
356	Communications Man, Class C	35.23	36.29	37.38
362	Servicenter Electrician	40.50	41.72	42.97
363	Apprentice Servicenter Electrician			
	(1) Entering Rate	35.27	36.33	37.42
	(2) After 6 Months	36.29	37.38	38.50
	(3) After 12 Months	37.31	38.43	39.58
	(4) After 18 Months	37.88	39.02	40.19
	(5) After 24 Months	38.50	39.66	40.85
	(6) After 30 Months	39.10	40.27	41.48
	(Progresses to Servicenter Electrician, Job No. 0362, after 36 Months)			

**Electric Transmission and Distribution**  
**Electric Line Section**

902	Relief Foreman	+	+	+
906	Working Foreman	+	+	+
404	Electric Serviceman	44.36	45.69	47.06
408	Lineman	44.36	45.69	47.06
412	Apprentice Lineman			
	(1) Entering Rate	42.36	43.63	44.94
	(2) After 6 Months	42.62	43.90	45.22
	(3) After 12 Months	42.86	44.15	45.47
	(4) After 18 Months	43.08	44.37	45.70
	(5) After 24 Months	43.34	44.64	45.98
	(6) After 30 Months	43.59	44.90	46.25
	(7) After 36 Months	43.80	45.11	46.46
	(8) After 42 Months	44.08	45.40	46.76
	(Progresses to Lineman, Job No. 0408, after 48 Months)			

+ For applicable bonuses, see Article XX of Agreement

**Electric Transmission and Distribution**

*Rate Per Hour*

<b>Job No.</b>	<b>Classification</b>	<b>1/1/2020</b>	<b>1/1/2021</b>	<b>1/1/2022</b>
416	Utility Groundman (Hammond & Gary)	35.23	36.29	37.38
420	Groundman Operator	36.58	37.68	38.81
424	Groundman			
	(1) Entering Rate	34.07	35.09	36.14
	(2) After 6 Months	34.39	35.42	36.48
	(F) After 12 Months	34.66	35.70	36.77

**Electric Meter Section**

468	Electric Meter Technician (Hammond)	41.46	42.70	43.98
470	Electric Meterman	40.69	41.91	43.17
474	Apprentice Electric Meterman			
	(1) Entering Rate	36.94	38.05	39.19
	(2) After 6 Months	37.46	38.58	39.74
	(3) After 12 Months	38.15	39.29	40.47
	(4) After 18 Months	38.76	39.92	41.12
	(5) After 24 Months	39.36	40.54	41.76
	(6) After 30 Months	39.97	41.17	42.41
	(Progresses to Electric Meterman, Job No. 0470, after 36 Months)			

**Gas Control & Storage**

**Gas Measurement & Transmission**

**Liquefied Natural Gas Plant**

515	LNG Plant Attendant <sup>5</sup>			
	(1) Entering rate	39.97	41.17	42.41
	(2) After 6 Months	40.24	41.45	42.69
	(3) After 12 Months	40.63	41.85	43.11
	(4) After 18 Months	40.93	42.16	43.42
	(5) After 24 Months	41.24	42.48	43.75
	(6) After 30 Months	41.72	42.97	44.26
	(F) After 36 Months	42.53	43.81	45.12

<sup>5</sup> May work 40 hour schedule or 4-4 Shift Worker

**Transmission Regulator Maintenance**

<b>Job No.</b>	<b>Classification</b>	<b>Rate Per Hour</b>		
		<b>1/1/2020</b>	<b>1/1/2021</b>	<b>1/1/2022</b>
525	Transmission Regulator Man, Class A	38.35	39.50	40.69
527	Transmission Regulator Man, Class B	36.58	37.68	38.81
529	Transmission Regulator Man, Class C	34.66	35.70	36.77
<u>Gas Meter Section</u>				
535	Gas Meterman, Class A	38.19	39.34	40.52
537	Gas Meterman, Class B	35.83	36.90	38.01
539	Gas Meterman, Class C	34.34	35.37	36.43
<u>Instrument Maintenance</u>				
508	Chartman	32.83	33.81	34.82
540	Gas Measurement Tech			
	(1) Entering Rate	35.82	36.89	38.00
	(2) After 6 Months	36.56	37.66	38.79
	(3) After 12 Months	37.28	38.40	39.55
	(4) After 18 Months	38.18	39.33	40.51
	(5) After 24 Months	38.88	40.05	41.25
	(6) After 30 Months	39.55	40.74	41.96
	(F) After 36 Months	40.69	41.91	43.17
541	Gas Meterman Helper	32.52	33.50	34.51
<u>Gas Dispatching</u>				
<u>547</u>	<u>Gas Controller</u> <sup>6</sup>			
	<u>(1) Entering rate</u>	<u>40.42</u>	<u>41.63</u>	<u>42.88</u>
	<u>(2) After 6 Months</u>	<u>41.21</u>	<u>42.45</u>	<u>43.72</u>
	<u>(3) After 12 Months</u>	<u>43.02</u>	<u>44.31</u>	<u>45.64</u>

<sup>6</sup> 4-4 Shift Worker

**Gas Control & Storage**

**Gas Measurement & Transmission**

**Royal Center Underground Storage Plant**

<b>Job No.</b>	<b>Classification</b>	<b>Rate Per Hour</b>		
		<b>1/1/2020</b>	<b>1/1/2021</b>	<b>1/1/2022</b>
584	Underground Storage Plant Attendant <sup>7</sup>			
	(1) Entering Rate	35.16	36.21	37.30
	(2) After 6 Months	36.17	37.26	38.38
	(3) After 12 Months	37.05	38.16	39.30
	(4) After 18 Months	38.23	39.38	40.56
	(5) After 24 Months	39.07	40.24	41.45
	(F) After 30 Months	40.97	42.20	43.47

**Transmission System Maintenance**

**Gary-South Bend - Fort Wayne - Royal Center**

590	Transmission Maintenance Man			
	(1) Entering Rate	34.96	36.01	37.09
	(2) After 6 Months	35.52	36.59	37.69
	(3) After 12 Months	36.03	37.11	38.22
	(4) After 18 Months	36.69	37.79	38.92
	(5) After 24 Months	37.39	38.51	39.67
	(F) After 30 Months	38.18	39.33	40.51

**Gas Transmission & Distribution**

**Gas Street Section**

629	Mechanic Equipment Operator (Not a Qualified Pipe Mechanic)			
	(1) Entering rate	36.95	38.06	39.20
	(2) After 6 Months	37.34	38.46	39.61
	(3) After 12 Months	38.34	39.49	40.67
	(F) After 18 Months	38.92	40.09	41.29
640	Mechanic-Equipment Operator AA			
		39.73	40.92	42.15

<sup>7</sup> May work-40 Hour schedule or 4-4 schedule

**Gas Transmission & Distribution**

**Rate Per Hour**

<b>Job No.</b>	<b>Classification</b>	<b>1/1/2020</b>	<b>1/1/2021</b>	<b>1/1/2022</b>
630	Mechanic Equipment Operator (Qualified Pipe Mechanic)			
	(1) Entering Rate	38.34	39.49	40.67
	(2) After 12 Months	38.92	40.09	41.29
631	Pipe Mechanic	38.34	39.49	40.67
635	Apprentice Pipe Mechanic			
	(1) Entering Rate	36.95	38.06	39.20
	(2) After 6 Months	37.34	38.46	39.61
	(3) After 12 Months	37.81	38.94	40.11
	(F) After 18 Months	38.34	39.49	40.67
600	Certified Welder	42.73	44.01	45.33
602	Welder	40.89	42.12	43.38

**Gas Measurement & Transmission Section**

659	High Pressure Meter Maintenance Man	39.72	40.91	42.14
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**Customer Service Section**

906	Working Foreman	+	+	+
680	Gas Serviceman	41.46	42.70	43.98
681	Serviceman	41.46	42.70	43.98
686	Apprentice Serviceman			
	(1) Entering Rate	38.23	39.38	40.56
	(2) After 6 Months	38.51	39.67	40.86
	(3) After 12 Months	39.08	40.25	41.46
	(4) After 18 Months	39.63	40.82	42.04
	(5) After 24 Months	40.20	41.41	42.65
	(6) After 30 Months	40.76	41.98	43.24
	(Progresses to Serviceman, Job No. 0681, in a minimum of 30 months or th maximum of 36 months)			
697	Serviceman Helper	32.52	33.50	34.51

**Customer Service Section**

700	Operating Dispatcher <sup>8</sup>			
	(1) Entering Rate	36.05	37.13	38.24
	(2) After 3 Months	36.46	37.55	38.68
	(3) After 6 Months	36.87	37.98	39.12
	(F) After 12 Months	37.31	38.43	39.58

+For applicable bonuses, see Article XX Agreement

<sup>8</sup> 4-4 Shift Worker

**General Departments**  
**Construction Department**  
**Electric Line Section**  
**(See Electric Line Section)**  
**General Construction Section**

Job No.	Classification	Rate Per Hour		
		1/1/2020	1/1/2021	1/1/2022
902	Relief Foreman	+	+	+
906	Working Foreman	+	+	+
600	Certified Welder	42.73	44.01	45.33
602	Welder	40.89	42.12	43.38
708	Structure Mechanic	41.46	42.70	43.98
709	Construction Electrician	41.46	42.70	43.98
710	Apprentice Construction Electrician			
	(1) Entering Rate	37.87	39.01	40.18
	(2) After 6 Months	38.51	39.67	40.86
	(3) After 12 Months	39.19	40.37	41.58
	(4) After 18 Months	39.89	41.09	42.32
	(5) After 24 Months	40.42	41.63	42.88
	(6) After 30 Months	40.90	42.13	43.39
712	Apprentice Construction Electrician			
	(1) Entering Rate	37.87	39.01	40.18
	(2) After 6 Months	38.33	39.48	40.66
	(3) After 12 Months	38.77	39.93	41.13
	(4) After 18 Months	39.21	40.39	41.60
	(5) After 24 Months	39.64	40.83	42.05
	(6) After 30 Months	40.10	41.30	42.54
	(7) After 36 Months	40.53	41.75	43.00
	(8) After 42 Months	40.99	42.22	43.49

(Progresses to Construction Electrician, Job No. 709, after 48 Months)

+For applicable bonuses, see Article XX Agreement

<sup>8</sup>4-4 Shift Worker

**General Departments**  
**Construction Department**  
**General Construction Section**

<b>Job No.</b>	<b>Classification</b>	<b>Rate Per Hour</b>		
		<b>1/1/2020</b>	<b>1/1/2021</b>	<b>1/1/2022</b>
724	Construction Mechanic, Class A	38.34	39.49	40.67
728	Construction Mechanic, Class B	36.91	38.02	39.16
732	Construction Mechanic, Class C	35.34	36.40	37.49
736	Construction Mechanic, Class D	34.28	35.31	36.37
738	Machinist, Class A	38.94	40.11	41.31
740	Machinist, Class B	35.82	36.89	38.00
742	Machinist, Class C	33.71	34.72	35.76
919	Heavy Equipment Operator, Class A	38.92	40.09	41.29
920	Heavy Equipment Operator, Class B	38.34	39.49	40.67
940	Heavy Equipment Operator, Class AA	39.73	40.92	42.15
<u>941</u>	<u>Vacuum Truck Operator</u>	<u>38.92</u>	<u>40.09</u>	<u>41.29</u>
<u>921</u>	<u>Gas Tap Operator</u>			
	<u>(1) Entering Rate</u>	<u>38.92</u>	<u>40.09</u>	<u>41.29</u>
	<u>(F) After 6 Months</u>	<u>41.46</u>	<u>42.70</u>	<u>43.98</u>

**Facilities Management Department**

906	Working Foreman	+	+	+
766	Senior Building Mechanic	39.72	40.91	42.14
768	Building Mechanic			
	(1) Entering Rate	38.23	39.38	40.56
	(2) After 6 months	38.51	39.67	40.86
	(F) After 12 Months	38.94	40.11	41.31
772	Building Maintenance Man			
	(Corporate Headquarters, Gary, South Bend & Fort Wayne )			
	(1) Entering Rate	35.14	36.19	37.28
	(2) After 6 months	35.52	36.59	37.69
	(F) After 12 Months	35.82	36.89	38.00

+For applicable bonuses, see Article XX Agreement

**Facilities Management Department**

Job No.	Classification	Rate Per Hour		
		1/1/2020	1/1/2021	1/1/2022
776	Building Maintenance Man Helper (Corporate Headquarters & Gary)			
	(1) Entering Rate	32.83	33.81	34.82
	(2) After 6 Months	33.24	34.24	35.27
780	Senior Custodian (Corporate Headquarters and Gary)			
	(1) Entering Rate	32.43	33.40	34.40
	(2) After 6 Months	32.82	33.80	34.81
	(F) After 12 Months	33.24	34.24	35.27
784	Custodian A (Entire Company)			
	(1) Entering Rate	22.79	23.47	24.17
	(2) After 12 Months	25.23	25.99	26.77
	(3) After 24 Months	27.66	28.49	29.34
	(4) After 36 Months	30.10	31.00	31.93
	(F) After 48 Months	32.52	33.50	34.51

**Meter Reading Department**

810	Meter Reader			
	(1) Entering Rate	22.89	23.58	24.29
	(2) After 12 Months	25.77	26.54	27.34
	(3) After 24 Months	28.63	29.49	30.37
	(4) After 36 Months	31.48	32.42	33.39
	(5) After 48 Months	34.34	35.37	36.43

**Stores Department**

828	Senior Stockman (Hammond, Gary, South Bend, Fort Wayne, Logansport, Wabash, Royal Center and Construction Department)	37.34	38.46	39.61
832	Stockman, Class A	35.83	36.90	38.01
836	Stockman, Class B	34.34	35.37	36.43
840	Stockman, Class C	32.84	33.83	34.84

**Central Storeman**

<b>Job No.</b>	<b>Classification</b>	<b>Rate per Hour</b>		
		<b>1/1/2020</b>	<b>1/1/2021</b>	<b>1/1/2022</b>
841	Material Hauler	38.19	39.34	40.52
842	Yard Crane Operator	38.19	39.34	40.52
<b><u>Transportation Department</u></b>				
906	Working Foreman	+	+	+
868	Special Equipment Mechanic	39.72	40.91	42.14
870	Fleet Equipment Mechanic	40.11	41.31	42.55
871	Apprentice Fleet Equipment Mechanic			
	(1) Entering Rate	35.75	36.82	37.92
	(2) After 6 Months	36.51	37.61	38.74
	(3) After 12 Months	37.41	38.53	39.69
	(4) After 18 Months	38.23	39.38	40.56
	(5) After 24 Months	39.41	40.59	41.81
	(Progresses to Fleet Equipment Mechanic, Job No. 870, after 30 Months)			
<b><u>Miscellaneous</u></b>				
902	Relief Foreman	+	+	+
906	Working Foreman	+	+	+
912	Heavy Crane Operator	40.69	41.91	43.17
914	Mobile Crane Operator	38.94	40.11	41.31
916	Crawler Crane Operator	38.94	40.11	41.31
917	Crane Operator			
	(1) Entering Rate	38.80	39.96	41.16
	(2) After 6 Months	40.05	41.25	42.49
	(3) After 12 Months	41.28	42.52	43.80
	(F) After 18 Months	42.53	43.81	45.12
918	Highway Tractor-Trailer Operator	39.11	40.28	41.49
930	Hydo Maintenance Man, Class A (Monticello)	44.18	45.51	46.88
934	Hydo Maintenance Man, Class B (Monticello)	42.64	43.92	45.24
938	Messenger Service Driver			
	(1) Entering Rate	34.03	35.05	36.10
	(F) After 3 Months	34.66	35.70	36.77
950	Helper, Class A			
	(1) Entering Rate	33.24	34.24	35.27
	(F) After 6 Months	34.34	35.37	36.43
954	Helper	32.52	33.50	34.51
955	Vacation Helper	20.83	21.45	22.09
<b><u>3459</u></b>	<b><u>Damage Prevention Coordinator</u></b>	<b><u>30.83</u></b>	<b><u>31.75</u></b>	<b><u>32.70</u></b>

+For applicable bonuses, see Article XX Agreement

**EXHIBIT 1  
Sick Leave Form**

**For consideration of sick leave approval, sick leave forms shall be received by the Company Payroll & Leave Coordinator as soon as possible, however, no later than 30 days from the first day of absence.**

**NORTHERN INDIANA PUBLIC SERVICE COMPANY**

**NIPSCO**

**SICK LEAVE CLAIM FORM**

**TO BE COMPLETED BY EMPLOYEE** (Incomplete forms will be returned to the employee and no benefits will be paid until a completed form is received)

Name:		Home Phone	Hire Date	Employee ID Number:
JOB Classification:		Work Phone	Location/Dept	
Last Day Worked:	First Day of Sick Leave:		Returned to Work on:	
Illness <input type="checkbox"/> Injury <input type="checkbox"/>	Is illness/injury 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** (Incomplete forms will be returned to the employee and no benefits will be paid until a completed form is received)

IS THIS EMPLOYEE UNABLE TO WORK DUE TO THIS ILLNESS OR INJURY:		No <input type="checkbox"/> Yes <input type="checkbox"/>
DIAGNOSIS OR NATURE OF ILLNESS/INJURY:		
DATE ILLNESS/INJURY BEGAN:		DATE(S) EXAMINED FOR THIS CLAIM:
In your medical opinion, did the illness/injury or symptoms diagnosed from this examination prevent the employee from working beginning with the first day of sick leave, shown in the box above, prior to this examination? No <input type="checkbox"/> Yes <input type="checkbox"/> Comments: _____		
Was Hospitalization Required? No <input type="checkbox"/> Yes <input type="checkbox"/>	Was Medication Prescribed? No <input type="checkbox"/> Yes <input type="checkbox"/>	
If yes, Admittance date:	Was surgery required No <input type="checkbox"/> Yes <input type="checkbox"/>	
Discharge date:	If yes, 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: _____ LIST LIMITATIONS, if any (No Diagnostic Information): _____		
Expected Duration of Limitations:		
If Re-exam is necessary, on what date?		
As a result of your authorization of absence from work, employer may incur a liability for Sick Leave benefits. This form may only be signed by a Licensed Physician, Licensed Nurse Practitioner, Physician Assistant, or Oral Surgeon.		
Signature	Specialty/Practice:	
Print Name	Address:	
Date Signed	Phone:	

**EXHIBIT 2**  
**Medical Release Form Example**

Dear Dr. \_\_\_\_\_ :

To qualify for **Sick Leave Benefits**, employees of NORTHERN INDIANA PUBLIC SERVICE COMPANY must have their private physician substantiate that they are disabled and physically unable to perform their assigned work.

My claim for benefits has been withheld pending further investigation and analysis. I would appreciate if you would supply the Chief Company Doctor for NORTHERN INDIANA PUBLIC SERVICE COMPANY with copies of my medical records or a summary report **noting the day or days that I was seen by you, the disabling factors, treatment, test results, and diagnosis concerning this specific illness/injury.**

I hereby authorize Dr. \_\_\_\_\_ to release to the Chief Company Doctor for NORTHERN INDIANA PUBLIC SERVICE COMPANY all medical records required to process my claim for Sick Leave Benefits which relate to the illness/injury for which I was treated by you for the following period:

Begin Date:            date                                  Return to work: date

Thank you for your cooperation.

X \_\_\_\_\_  
Employee Signature

X \_\_\_\_\_  
Date Signed

**ALL MEDICAL INFORMATION SHOULD BE SENT DIRECTLY TO**  
**CHIEF COMPANY DOCTOR:**  
Sylvia McKnight M.D.  
CONCENTRA  
6423 Columbia Ave; Hammond, IN 46320  
Phone: (219) 937-3632    Fax: (219) 937-4715

**Please send a COPY TO THE EMPLOYEE:**  
**Name:**                                  Employee Name  
**Address:**                                Employee Address



**EXHIBIT 4**  
**MEMORANDUMS NOT CONTAINED IN THE AGREEMENT**

There are over 170 Memorandums of Agreements not contained in this Collective Bargaining Agreement. They were derived either from the Grievance procedure or Negotiations (formal or interim) and serve to clarify, explain and often set terms and conditions for our long established bargaining relationship. Where possible changes in contract language have been made over the course of time but the memorandums themselves serve both parties charged with administering this Collective Bargaining agreement both in understanding and enforcing its terms.

1. Memorandums of Agreement and amendments on welder job numbers 233, 600 and 602 dated February 21, 2006, November 30, 2006 and April 3, 2008.
2. Memorandum of Agreement on Garage Mechanic Tool Allowances, dated December 21, 1983.
3. Agreement on Pre-Grievance Settlements, dated February 15, 1982.
4. Procedure for discussing borderline inclement weather disputes dated January 22, 1979.
5. Memorandum of Understanding Regarding Temporary Replacement Options dated June 2, 1983.
6. Supplemental Understanding Concerning Medical and Life Insurance for Laid Off Employees dated June 2, 1983.
7. Memorandum of Agreement to Modify the Bidding Procedure dated January 5, 1982.
8. Resolution of Grievance Numbers 4974 and 4975 (Sick Leave / Layoff) dated January 29, 1988.
9. Pension Benefit Improvement Joint Proposal dated December 16, 1983
10. Medical and Vision Benefits Joint Proposal dated December 16, 1983
11. Dental Benefit Improvements Joint Proposal dated December 16, 1983
12. Settlement on All Issues Involving Contractors Operating Well Valves at Royal Center dated December 16, 1986
13. Chief Operator Grievances Settlement dated December 16, 1986
14. Agreement Regarding Drug Screening During Return-to-Work Physicals dated November 16, 1987
15. Agreement on Temporary Manpower Pool Mileage dated November 30, 1987

16. Grievance Resolution Regarding Communications Man Class A Pool (Grievance 5078)
17. Agreement Regarding Bumping to Meter Reading from Higher Pay Rate dated November 17, 1989
18. Memorandum of Agreement on Gary Service Department Work Schedules dated March 6, 1990
19. Agreement on Grievance No. 6033: Facilities Maintenance Position at Southlake dated February 21, 1991
20. Company Correspondence Regarding Lost Time Hours Pension Compensation dated April 4, 1991
21. Memorandum of Agreement on Part Time Employee Probation dated September 3, 1991
22. Memorandum of Agreement for Self-Funding Insurance dated November 14, 1991
23. Company Correspondence Regarding Chiropractors Signing Sick Leave dated June 29, 1993.
24. Memorandum of Understanding on Underground Storage Plant Attendant dated June 24, 1993
25. Agreement on Administering Article VI, Section 12 C dated September 19, 1994
26. Memorandum of Understanding on Recall Rights dated March 22, 1999
27. Memorandum of Understanding Regarding the use of NIPSCO Employees on Work Assignments for Companies Other than NIPSCO dated April 3, 2000
28. Overtime Charging Methodology Resolution dated 1996
29. Memorandum of Agreement to Resolve Grievance 12137 (404 and 680 On Call) dated August 31, 2003
30. Settlement Agreement Regarding Substation Transformer Installations dated January 9, 2004
31. Settlement of Grievance 12570 (Refusing Bonus Work) dated November 30, 2004
32. Memorandum of Agreement: Overtime Offering and Charging During Operator Refamiliarization dated May 19, 2005
33. Memorandum of Agreement RMSGS Coal Handling Schedule dated September 14, 2005

34. Memorandum of Agreement Establishing the Electric Distribution Dispatcher Classification dated September 22, 2005
35. Settlement Agreement 404 and 680 Workday dated November 9, 2005
36. Memorandum of Agreement Creating Job No. 602 and 600 dated February 26, 2006
37. Agreement on LNG Plant Work Schedules dated July 24, 2006
38. Agreement Regarding Reviewing Upcoming Work with Grievers (Contracting Out) dated January 24, 2006
39. Settlement of Grievances Regarding Call Outs for Electric Servicemen and Linemen dated February 28, 2007
40. Memorandum of Agreement: Shut Off Non Pay dated June 28, 2007
41. Memorandum of Agreement to Amend the Certified Station Welder Program dated April 3, 2008
42. Petition to Modify IOSHA Case: Lineman Training and Non-Conductive Hose dated September 2, 2008
43. Memorandum of Agreement on Coal Handling Overtime List faxed August 25, 2008
44. Memorandum of Agreement on CIPS Standards dated December 4, 2009
45. Arbitration Settlement Establishing Attendance Point Policy for Illness Beyond Sick Leave Eligibility dated November 20, 2009
46. Memorandum of Agreement on Charging Overtime Hours by Shift Group in Generating Stations dated April 26, 2011
47. Memorandum of Agreement on Kokomo and NIFL merger dated June 23, 2011
48. Memorandum of Agreement on Patrolman Vacancy dated November 4, 2011
49. Memorandum of Agreement on Operating Dispatcher Working Foreman dated December 2, 2011
50. Memorandum of Agreement on HEO AA and MEO AA Classifications dated December 13, 2011
51. Memorandum of Agreement on Purchasing GNA hours in 1,000 Hour Blocks dated March 1, 2012

52. Memorandum of Agreement Establishing Wastewater Treatment Specialist and Chemical Technician Trainer Classifications dated May 21, 2012
53. Memorandum of Understanding on Overtime Inequity in the Construction Department dated October 15, 2012
54. Memorandum of Agreement on No Point No Pay Rule dated November 6, 2012
55. Memorandum of Agreement on Overtime List Groupings in Construction Line Department dated December 17, 2012
56. Agreement on FGD Operator Pre-Entry Training dated February 19, 2013
57. Arcos Agreement dated March 5, 2012
58. Arcos Clarification dated March 1, 2013
59. Memorandum of Agreement to Create Crane Operator Classification dated March 8, 2013
60. Memorandum of Agreement on Construction Department 8 Hour Rest (Including PPS) dated July 26, 2013
61. Letter of Understanding on TMP Bidding Rights dated August 7, 2013
62. Memorandum of Agreement on Meter Reading TMP – AMR Conversion Project dated December 10, 2013
63. Memorandum of Agreement Regarding the FLSA Rate dated December 19, 2013
64. Memorandum of Agreement on Restructuring the FGD Operator Progression dated January 3, 2014
65. Memorandum of Agreement on National Health Care Reforms dated April 8, 2009 and November 22, 2010

## EXHIBIT 5

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 4-4 shift-worker will receive premium pay, when eligible, for work performed on the 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> consecutive days worked. The applicable premium shall be as defined in the Memorandum of Agreement on the 12 Hour 4-4 Schedule included in this CBA. 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 6<sup>th</sup> and 7<sup>th</sup> consecutive days, when eligible, except that all hours worked on Sunday shall be paid at double time.

**CORPORATE WIDE STANDARD:**      *Military Leave of Absence*

**EFFECTIVE DATE:**                      *January 1, 2011*

The purpose of this policy is to set forth the rights and benefits of employees of NiSource Inc. subsidiaries who must fulfill annual training duty required by their Reserve or National Guard units and to further set forth the rights and benefits of such employees entering and/or returning from active duty service in the Uniformed Services of the United States.

## **I.            DEFINITIONS**

- “Company” shall be defined as the particular NiSource Inc. subsidiary by which an individual is employed.
- A Military Leave of Absence shall be defined as approved time off for service in the Uniformed Services under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable state statutes.
- The “Uniformed Services” include the Army, Navy, Air Force, Marines, Coast Guard, Army National Guard, Air National Guard, commissioned corps of the Public Health Services, and the reserves for each of these services. For purposes of this policy, the Air and National guards under the authority of the laws of the state in which the employee works shall be encompassed by this term, when appropriate under state law.
- The phrase “Service in the Uniformed Services” shall be defined as periods of Active Duty as well as periods of Annual Training Duty as defined below.
- “Annual Training Duty” shall be defined as periods of training thirty (30) days or less in duration including encampments, weekly drills and any other training duty during a calendar year.

- “Active Duty” shall be defined as full time active duty in the Uniformed Services.

## II. COMPANY PAY

### A. Pay Differential

1. Active Duty: An employee who enlists, is drafted, or ordered into Active Duty shall receive the difference between the employee’s military service pay, exclusive of any remuneration from the government for travel, uniforms, rent, subsistence, etc., and the employee’s Company base pay computed in accordance with the Company’s ordinary payroll practices during Active Duty up to 180 calendar days. Provided, however, that the 180 calendar day limit shall not apply to persons on Active Duty due to the War on Terrorism, including the military engagements in Afghanistan and Iraq.
2. Annual Training Duty: An employee who is required to perform Annual Training Duty will receive the difference between the employee’s military service pay, exclusive of any remuneration from the government for travel, uniforms, rent, subsistence, etc., and the employee’s Company base pay computed in accordance with the Company’s ordinary payroll practices. Such Allowance shall be made only for fifteen workdays in any calendar year.

### B. Administrative obligations of employee

1. In order to receive the pay differential for which the employee is eligible, an employee must submit to the Company an acceptable statement showing the remuneration received from the Federal or State government during the period of annual training duty or active duty.

2. Company base pay for any employee will be determined as of the last day of active employment with the Company, at the employee's regular classification prior to commencement of the leave of absence. Payment to an employee for a period of absence will be computed upon receipt of the certificate or statement specified in 1 above.

### III. COMPANY BENEFITS

- A. Administrative obligations of employee: The employee, whether regular full time, or temporary, part-time or seasonal, will continue to be covered under the same benefits plans with dependent coverage, if applicable, as he or she held as an active employee. It will be the responsibility of the employee to terminate benefit coverage, if so desired, by completing the appropriate forms and/or notifying the appropriate party of such termination. The process for terminating benefits varies among the NiSource companies. Questions regarding the specific process an employee should use to terminate his/her benefits should be directed to NiSource Benefits Administration (1-888-640-3320).
- B. The following reflects the treatment of benefit plans for regular full time employees under "Active Duty" and "Annual Training Duty"
  1. In the event an employee is placed on a military leave for active duty or annual training duty, the following benefits will continue provided that the employee makes the required contribution, if any, toward their cost. Such coverage will include both employee and dependent coverage where applicable, and will continue up to 180 days from the date of active military service. Provided, however, that the 180 calendar day limit shall not apply to persons on Active Duty due to the War on Terrorism, including the military engagements in Afghanistan and Iraq.
    - Group Life Insurance
    - Accidental Death and Dismemberment Benefits, per the terms of the contract setting forth certain exclusions for active duty.

- Medical Benefits
- Dental Benefits
- Vision Benefits
- Health Care Flexible Spending Accounts and Health Savings Accounts
- Dependent Care Flexible Spending Accounts
- Employee Assistance Plan
- Dependent Life Insurance, per the terms of the contract setting forth certain exclusions for active duty.
- Individual Supplemental Life Insurance

Notwithstanding the preceding sentences, an employee who is on a Military Leave of Absence and subject to the 180 day limitation period described above may elect to continue Medical Benefits, Dental Benefits and Vision Benefits during such Leave for a period no longer than the lesser of (i) 24 months or (ii) the date the employee fails to return to employment with the Company in accordance with USERRA.

2. Pension Plan. Credit for time spent on military leave provided he/she returns to employment with the Company.
3. 401(k) Plan. Contributions will continue to be made during the period of time the employee receives a pay differential from the Company as described in Section II. For purposes of determining eligibility and plan participation, an employee returning to employment will receive credit for time spent on military leave.
4. Sick/Short-Term Disability Leave/Long-Term Disability.

- a) Active Duty: Coverage cancels upon commencement of military leave. An employee returning to employment will be credited with all continuous service prior to and including military leave for purposes of determining eligibility.
  - b) Annual Training Duty: Continued coverage.
5. Service Awards. Credit for all continuous service prior to and including military leave for purposes of determining eligibility.
6. Vacation. Credit for all continuous service prior to and including military leave for purposes of determining eligibility. The military leave of absence shall be in addition to any regular vacation for which an employee may be eligible. Further, an employee taking military leave for Active Duty will be entitled to vacation pay in lieu of vacation in the year in which the employee enters military service and also in the year the employee returns to employment, if otherwise eligible.
- C. After coverage for health care benefits (as described in Section III(B)(1) above) expire, an employee taking a military leave for active duty will be eligible to enroll for continued coverage of health care benefits under the provisions of COBRA.
- D. Upon returning to employment from service in the Uniformed Services, employees will be reinstated under the Company benefits plans outlined above without physical examination or waiting period, where required, and provided the employee so desires. See Section IV below with regard to other reemployment requirements.

#### **IV. COMPANY DEBTS AND OBLIGATIONS**

An employee entering service in the Uniformed Services is not automatically free from debts and obligations; therefore, each employee should, where possible, arrange with the Company to meet his obligations (loans, etc.) while he/she is on military leave.

#### **V. REEMPLOYMENT**

There are both federal and state laws concerning an employer's obligations for reemployment of persons who leave employment to serve in the Uniformed Services. The following outlines the current federal requirements. Employees should contact their local human resources department for information concerning the requirement of the applicable state law.

- A. An employee is entitled to reemployment by the Company to the position the employee would have held had it not been for the employee's service in the Uniformed Services provided:
1. the position held by the employee was not for a brief, nonrecurrent period;
  2. the employee left the position for Service in the Uniformed Services;
  3. the employee's Service in the Uniformed Services does not exceed five years, excluding the periods of service specifically identified in USERRA;
  4. the employee satisfactorily completed Service in the Uniformed Services, and was not separated under other than honorable conditions;
  5. the employee is qualified to perform the duties of the position, with reasonable efforts from the employer;
  6. the Company's circumstances are not so changed as to make it impossible or unreasonable to reinstate the

employee in the same position, or in another position of like seniority, status and pay; and

7. the employee makes timely application (as described below) for reemployment with the Company after completion of Service in the Uniformed Services.

<b>Duration of Uniformed Service</b>	<b>Deadline for Application for Reemployment</b>
Less than 31 days	First full day after completion of service, allowing for safe travel home plus eight hours
31 to 180 days	14 days after completion of service
More than 180 days	90 days after completion of service
If hospitalization or convalescence because of disability incurred or aggravated by military service continuing after completion of service for a period of up to two years	End of the period necessary for recovery.

- B. If the employee is not qualified to perform the duties of the position that would have been held, the reemployment will be handled in accordance with the following guidelines:
1. If the military service was for less than 90 days, the employee will be returned to the former position.
  2. If the military service was for more than 90 days, the employee will be returned to the former position if that position is available. If the position is not available, the employee will be placed in a position with similar seniority, status, and pay.
  3. If the returning employee is not qualified for the former position because of a disability incurred or aggravated by military service, the employee will be placed in a position with the closest seniority, status, and pay that the returning employee is qualified to perform.

- C. Upon reemployment, the returning employee shall be:
1. Considered as having been on furlough or leave of absence during the period of Service in the Uniformed Services;
  2. Restored without loss of seniority (which is computed by including credit for the period of service in the Uniformed Services);
  3. Protected from discharge without cause for a period of time that varies according to the length of the employee's Service in the Uniformed Services.
- D. Any employee hired to fill a vacancy caused by an employee's Service in the Uniformed Services shall be considered as holding such position temporarily and will be so informed.
- E. Any employee promoted to take the place of an employee performing Service in the Uniformed Services may, be returned to his or her previous position and salary. However, the displaced employee's salary shall not be less than the current minimum for the classification to which he or she is returned.
- F. In any case in which two or more employees left the same position in order to enter the Uniformed Services, the employee who left the position first shall have the prior right to be restored.

## **VI. REQUEST FOR LEAVE OF ABSENCE**

For administrative purposes, an employee should contact either his/her Human Resources Consultant or the NiSource HR Delivery Team to make the appropriate arrangements for military leave.

## **VII. NO DISCRIMINATION OR RETALIATION**

It is the policy of the Company to comply with all federal and state laws concerning their obligations for reemployment of persons who left employment to serve in the Uniformed Services. In accordance with this policy, the Company will not deny persons who are members of the Uniformed Services employment, reemployment, retention, promotion or any other benefit of employment on the basis of his or her Service in the Uniformed Services. The Company will not discriminate or take adverse action against any person taking action to enforce rights under USERRA.

## **VIII. NOTIFICATION OF ADDRESS**

Employees should keep the Company informed of their service and home addresses so that the Company can mail them bulletins or any other communications.

**RE-ORGANIZATION OF THE  
PRODUCTION DEPARTMENT AT THE  
R. M. SCHAHFER 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.

## PRE-ENTRY TRAINING PROGRAM PRODUCTION DEPARTMENT

I. 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 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	8	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 RMSGS, (514) MCGS (520)	5
		Performance Test	Advance Simulator RMSGS, 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 employee's 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.

### **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.

## 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

JOB CLASSIFICATION	JOB #
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
Waste Water Treatment Specialist	230
Chemical Technician Trainer	247
Serviceman	681
Gas Serviceman	680
Servicenter Electrician	362
Electric Meterman	470
Construction Electrician	709
Mechanic Equipment Operator A	626
Mechanic Equipment Operator AA	640
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.

Per the original Damage Prevention Coordinator CBA dated June 1, 2016, employees covered under the pre-existing 12775 and 13796 agreements will not be allowed to appropriate the position of Damage Prevention Field Coordinator for the life of this agreement.

## 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).
- 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 XX, Section 9 (Sunday Bonus), this bonus is applicable.

- D. Article XX, Section 6 - 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.
- E. 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.
- F. Bids for job vacancy will be posted as per the following example:

<u>Vacancy</u>			<u>RATE</u>		
<u>Number</u>	<u>Job Title</u>	<u>Job No.</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Location</u>
P-	Relief Operator	207			RMSG

- G. 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:

Operator bidding out of Operator Program to another program for which he is not qualified (until qualified)

- H. 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 54.

- 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 5-2 schedule to this 4-4 schedule will calculate their vacation as follows:
  - 1. A full week of 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 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 5-2 schedule (five, eight hour days) vacation.
  - 2. Single twelve (12) hour days of vacation will become single eight (8) hour days for 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 18, 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 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 to this 12-hour schedule or from the 12-hour schedule to a 5-2 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.

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 rest period. In so far as the 12-hour rest period extends in to the employee's regular schedule, he/she shall lose no time thereby. Note: Employees shall work no more than 24 hours for any continuous period.

**EXAMPLES OF OVERTIME ELIGIBILITY: 4/4 SCHEDULE**

	Day 1	Day 2	Day 3	Day 4	
Day Shift	///A///	A	A	A	Shift Groups
6:00 a.m.-6:00 p.m.	B	B	B	///B///	"On Shift"
Night Shift	C	C	C	C	Shift Groups
6:00 p.m.-6:00 a.m.	D	D	D	D	"Off Shift"

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.

## **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.

### **LETTER OF AGREEMENT** **ELECTRIC LINE MAJOR STORM**

That prior to management declaring a major storm event, contact will be initiated with the Union leadership to discuss the need to enact these provisions. The parties agree to meet and review all of the parameters of the new major storm agreement following its first enactment and again annually in each year of this current CBA.

That reasonable accommodations will be made for electric line employees who would experience a significant personal hardship, such as those with current FMLA provisions, medical conditions, child care obligations, special personal events, etc. as a result of a 16x8 mandatory storm overtime assignment. These accommodations shall be limited to the period of time necessary to resolve these infrequent hardships. Employees who expect that the potential need for accommodation may exist should discuss potential accommodations with their supervisor and local Union representative as soon as they are anticipated so that plans for reasonable accommodations can be established prior to storm activity.

Management may declare a major storm event when it is anticipated that restoration work will take multiple days. When a major storm event is declared, the following provisions will govern.

1. All qualified and eligible electric line employees in the Company will be offered, and will be required to accept, storm response overtime

assignments. If contact is possible, electric line employees on vacation will be offered the opportunity to work but may refuse. Contact with employees not currently at work will be attempted at least twice per day until contacted.

2. Work schedules will be set so that all electric line employees work approximately 16 hours per day and rest for 8 hours. At the beginning of the event, any assigned rest periods will be paid at straight time regardless of the number of preceding continuous hours worked. If more than 16 continuous hours are worked, a full 8 hour rest period will follow the work hours. Management will establish work schedules based on the nature of the restoration work and the optimization of daylight hours. Any work in excess of 16 hours must have approval of management.
3. Compensation during these designated storm events will be as follows,
  - a. Rest time – straight time rate (includes weekends and holidays)
  - b. All work hours that follow paid rest time (excluding rest period) – 2X premium
4. On the day the major event is declared, all preceding continuous hours worked under premium pay on that day shall be treated as if worked under the major event provisions.
5. Management shall declare the conclusion point of the major event. If less than 8 hours remain to the start of the next scheduled work shift, employees will be granted a full 8 hour rest period and any part of that rest period that extends into the employee's next regular work schedule will be compensated at straight time. If less than half of the work schedule remains at the end of the rest period, the employee will not be required to report for the remainder of the work schedule but will do so without pay or attendance points. Districts needing coverage may ask within their respective overtime lists, if necessary.
6. During the work hours, electric line employees will be given two (2) meal breaks of approximately 30 minutes in length. These meal breaks are treated as hours worked. Electric line employees will be given a daily meal per diem, for each 16x8 schedule worked, equal to the Federal Government, Lake County M&IE rate to compensate for the cost of meals. Provisions for foregone meals will be suspended in lieu of the above.
7. Those employees with work assignments more than 45 miles from their home will be housed in a hotel for their rest period. The Company will obtain accommodations. If an employee makes his own accommodations, he will be reimbursed with proper receipt.

8. Any employees outside of the electric line area who are directly involved with the restoration effort, supporting line crews, may be requested to work a similar 16 x 8 schedule and if so, will be governed by provisions 2, 5, 6, & 7 above. Compensation for these employees will be as follows:
  - a. Rest time – straight time rate (includes weekends and holidays)
  - b. The first six (6) hours following the first paid rest time at 1.5X
  - c. Remaining hours until the next rest period at 2X
  - d. All work hours (excluding rest period) on Sundays and holidays – 2X
  
9. Compensation for Stockmen and Material Haulers will be as follows:
  - a. Upon declaration of a major storm, double time pay will start at the time of declaration until the first eight hour rest period
  - b. Rest period is paid at straight time
  - c. The first six hours paid after each 8 hour rest period is paid at time and one half, then to double time for the next ten hours
  - d. This process is repeated until the storm is declared over
  
10. It is understood that qualified and eligible linemen include all linemen 404, 408 and 412 job classifications and linemen on standby status.

**Memorandum of Agreement**  
**Clarification on Major Storm Agreement Issues**

The following will serve to clarify several issues pertaining to the Major Storm Agreement outlined on pages 169 – 171 of the Collective Bargaining Agreement:

1. A “Support” person will be defined as any individual or crew assigned to work with, and provide assistance to, storm restoration efforts. Support personnel are non-Linemen, but assigned to the same shift as the Line crew they are assisting. When support employees are assigned the same shift as the Line crew, they will be paid per the storm agreement. Whenever an employee is assigned to work with a Line crew and placed on a schedule identical to the Line crew, this is considered the first day of the storm for these employees, measured from the time the employee starts with assisting the Line crew. For example, if an employee is assigned to “bird dog” at 2:00 p.m., his double time pay starts at 2 p.m., even if he started work at 7:00 a.m.
2. Standby: the parties recognize that on the first day of a storm and the last day of a storm, provided an employee fulfilled any part of a day of a standby commitment, the employee will receive full standby pay. The employee will receive no standby pay during each full day of a storm event. Employees who fail to fulfill the remainder of their standby commitment following the end of the storm will forfeit all standby pay and associated travel time for the last day of the storm, unless they are eligible for rest time and avail themselves of such rest time.
3. Premium pay: All hours worked under the Major Storm Agreement will be at double time. Any *premium* hours worked after midnight, on the day the major storm is declared, shall also be converted to double time. Hours worked on the first day of the storm on a straight time basis, preceding the declaration of the storm, will *not* be converted to double time.
4. Employees who are working under the storm agreement, and who will be housed under its terms, will be allowed reasonable time on the first day of the storm to return home to retrieve clothes and personal items after the storm is declared, with no loss of scheduled pay or scheduled rest.

Nothing in this agreement alters or supersedes the Collective Bargaining Agreement.

## **Memorandum of Agreement Clarification of Duties for Major Storm Events**

The following Memorandum of Agreement will clarify duties to be performed by bargaining unit and non-bargaining unit classifications, for periods of operation during a major storm.

- “Bird dogging” is a bargaining unit responsibility. Tasks include escorting contractors out to the job site(s); communicate with ESSO or line office as to what material may be needed; travel to yards and retrieve materials or contact Stockmen; Take orders for contractors and clear the orders on MDT once complete. A “bird dog” may utilize an MDT or radio but it is not mandatory. A “bird dog” should act as a liaison between the contractor and the Company.
- The parties recognize that management personnel may monitor a contractor job to make sure the job is being performed appropriately. A “Bird Dog” may not always be necessary in every circumstance. During storms, contractor crews may be working without a “Bird Dog”. Management has the right to communicate directly with the contractors. Company reserves the right to determine which bargaining unit classification is assigned to “bird dog” and the complement of “bird dogs” in each circumstance.
- Management will continue to perform management duties that they have normally and traditionally performed. The parties recognize that non-bargaining unit employees will, as necessary, continue to communicate with contractors and other internal and external parties.
- Patrolman Job Responsibilities: Performed by bargaining unit employees. See Patrolman job description.

Nothing in this agreement alters or supersedes the Collective Bargaining Agreement.

**Letter of Agreement**  
**Electric Line Overtime Acceptance**

To work collaboratively in order to improve the acceptance of overtime in response to electric outages. In consideration of this effort, the new mandatory overtime assignment trigger included in the CBA provision for small to medium sized storm response will be deferred until January 1, 2010. The parties will meet on or about December 1, 2009 and each year thereafter during the term of this agreement to review overtime response and the reasons for improvement or lack thereof. Should voluntary overtime acceptance during the prior review period fulfill the levels specified in the severe storm provisions, the mandatory overtime assignment trigger will continue to be deferred in annual increments.

**Severe Storms**

When customer outages increase rapidly due to a storm event, and the number of individual outage incidents exceed 125, management may declare a "Severe Storm" response event. When this takes place, all qualified and eligible electric line employees in any district with more than 30 individual outage incidents will be offered overtime assignments. If 50% of available impacted district linemen do not accept the assignment, the remaining complement required will be re-called, starting with the low man who declined, and directed to report for duty. Additionally, all construction department line employees with a current work reporting location that is located within 25 miles of the impacted district headquarters will be offered overtime assignments. If 50% of available impacted construction linemen do not accept the assignment, the remaining complement required will be re-called, starting with the low man who declined, and directed to report for duty.

If contact is possible, electric line employees on vacation will be offered the opportunity to work but may refuse. Contact with employees not currently at work will be attempted at least twice per day until contacted.

Refer to Letter of Understanding for performance based deferral of the mandatory overtime acceptance provisions included in the small to mid-sized storm response requirements above.

Rates of pay, rest provisions and meal allowances will follow the Major Storm Agreement.

### **District Line Overtime Acceptance**

The Company may elect to staff a Lake County wide line crew on a scheduled basis for weekend and holiday coverage in the Lake County Districts (Gary, Hammond, and Crown Point). Should storm damage occur while the crew is at work, it will count as part of the available workforce used for storm restoration. The above scheduled 4-man crew shall be staffed on a district rotational basis among the three districts using overtime lists and shall provide coverage as follows.

- Scheduled overtime for a 12 hour shift on Saturday and Sunday days
- On-call for other weekend periods (Saturday @ 12:01am to Sunday midnight)
- Call-outs for 4-man crew @ 2x pay

When a crew response is needed anywhere in the Lake County districts, the above scheduled crew will be the first dispatched in their home LOA. If an incident occurs in the non-home LOA, that LOA OT list will be exhausted prior to utilizing the 4-man Crew. Should additional linemen be needed, call-outs will be performed utilizing appropriate OT lists.

Members of the above described 4 man crew will be given a “no points-no pay” option for a day off at a later date within 60 days after accepting the “scheduled crew” responsibility on a scheduled holiday.

If the 4 man crew described above is not routinely filled through voluntary acceptance, the Union and the Company will meet within 30 days to craft a mutually agreeable solution that fulfills these coverage needs.

### **NIPSCO Mutual Aid Response**

The following provisions will apply when providing mutual assistance to other utilities.

1. The Company will evaluate internal resource requirements and whenever possible, support other utilities via mutual aid organization requests.
2. The Company will offer the opportunity to employees by their current overtime standing in a manner prescribed by requestor, but typically staffed with three journeymen to each apprentice till the committed compliment is attained.
3. Standard hours of work are typically a 16/8 schedule for those who volunteer for the assignment. Rates of pay will follow the NIPSCO Major Storm Agreement.
4. Following release and return, a minimum of 8 hours of rest time will be allowed. To the extent such rest time extends into his regular schedule, he shall lose no time thereby.
5. Meals, if not provided by host utility, will be provided equal to the per diem established in the NIPSCO Major Storm agreement.

**Synopsis of**  
**Memorandum of Agreement**  
**Seniority**

Modify the wage rate for the permanent Helper A position (950) to \$33.24 upon entry and \$34.34 after six (6) months.

Helper A positions (950) bid in the Construction Department shall be bid into one of the following three areas and will participate on the overtime list for the area bid in accordance with Article XII, Section 56.

- Construction Helper A – Electric Generation
- Construction Helper A – Electric Transmission & Distribution
- Construction Helper A – Gas Transmission & Distribution

Successful bidders into the Helper A (950) classification will be governed by the language of Article X, Section 15 of the CBA prior to reporting.

The Helper A (950) positions are not intended to wholly replace other higher level skilled positions but rather to create a direct entry position into skilled crafts. The Helper A (950), when working in an area with minimum job entry requirements, must work under the direction of a qualified employee or an Apprentice Step 4 or higher. The Helper A (950) will only be offered overtime after all eligible skilled position employees in the work area have been asked first. Helper A's (950) working on crews that are offered overtime as a crew for extension of the work day, are exempted from this requirement.

The Company commits that in the event that the current corporate tuition reimbursement plan would be cancelled or modified for any reason in the future, that benefits would be extended to those enrolled through March 31, 2022.

In addition, separate from the benefits of the NiSource Tuition Reimbursement program described above, those individuals who wish to pursue one of the IVY Tech utility certificates will have 80% of their tuition reimbursed upon successful course completion. The remaining 20% of tuition expense shall be reimbursed following the employees qualification in the skilled position aligned with his/her certificate.

**Settlement of Grievances 13496, 13497, 13500, 13501, 13502, 13579, 13815,  
13462, 13643, 13644**

Northern Indiana Public Service Company and Local Union 12775, USW agree to settle the above grievances as follows:

- When there is a need to call out Electric Servicemen (Job#404) and/or Linemen (Job #408) for emergency work, The Company will call out those employees in following order until the desired complement is reached:
  1. Electric Servicemen with call responsibility for the work area according to their overtime standing or Linemen on standby with call responsibility for the work area.
  2. If additional employees are required, the District Linemen will be called according to their overtime standing. In areas where a Lineman is on standby, and work occurs in an area outside the standby area, that Lineman on standby will be skipped.
  3. If additional employees are required, the Electric Serviceman on his day off, from the area where the work is to be performed, will be offered the opportunity to work.
  4. If additional employees are required, Electric Servicemen on their day off, in the District where the work is to be performed, will be offered the opportunity to work.
  5. If additional employees are required, the District Linemen on standby, as noted in step 2, will be assigned the work.
  
- Depending on operational needs, the Electric Servicemen on call may become part of the crew complement or may be released.

## **Safety Advocates**

### **Introduction**

This document outlines the process relative to the staffing in the NIE Safety and Training organization with represented employees from USW Local 12775.

### **Nomination Process**

The Union is responsible to compile a list of individuals for the position of Safety Facilitator and Field Specialist. The list of nominees will be representative of all business units of the Company. When placing employees on the nomination list for consideration for the position, the Union should use the following qualifications:

1. Must have a working knowledge of Company and business unit safety policies, practices and procedures;
2. Must have a basic knowledge of applicable safety and health regulations and standards (e.g., OSHA, IOSHA, DOT, Etc.);
3. Must have a basic knowledge of safety equipment, safety devices and control technologies;
4. Must have good problem solving and analytical skills;
5. Must have good verbal and written communication skills and be able to convey ideas, needs and concepts in a manner that builds consensus and gains commitment;
6. Must have the ability to work independently and cooperatively with all organization levels;
7. Must have the ability to work as part of a team and be able to foster employee involvement in safety;
8. Must be able to learn and use computer systems and applications to perform safety-related work (E.G., word processing, spreadsheet, and presentation software. Safety and health system data base management, etc.)

The list of nominees will be submitted to the Company Safety and Training management for review. While it is expected that the final list of nominees and decisions regarding these assignments will be a collaborative effort between the Union, Company Safety and Training, and the business unit, in the event the Company Safety and Training or business unit leadership disagrees with the qualifications of an employee on the list, that person will not be considered. Prior to

elimination of such person from consideration, the parties will meet to make every reasonable effort to reconsider the merits of the individual's qualifications and whether any disagreement on qualification(s) can be addressed through basic training or other developmental means.

### **Duration of Assignment**

A core group of Safety Facilitator and Field Specialists shall remain in the assignment for the term of the current Collective Bargaining Agreement. This time period may not be modified except by mutual agreement of both the Company Safety and Training Department and the Union, or through some other term or condition governing this role (e.g., performance, retirement, etc.). Additional Safety Facilitator and Field Specialists will be selected periodically and will perform in the position for a six (6) month rotation, at the conclusion of which they will rotate back to their regular job from which they were selected. During the six (6) month rotation these Safety Facilitator and Field Specialists will receive appropriate safety training and exposure to the work of the Safety Facilitator and Field Specialist and will perform those duties. Employees in the rotation do not become part of the core group of Safety Facilitator and Field Specialists.

### **Performance**

Any time the Company's Safety and Training Department and the Union have a performance issue that cannot be resolved, the employee will return to his regular job classification. Employees in this position will maintain a stellar safety record and be an active motivator for safety improvements.

### **Pay Structure**

Employees that agree to be a Safety Facilitator and Field Specialist will retain their contractual job classification and be paid at the contractual wage for that job classification. These employees will continue to receive pay increases according to the terms and conditions of the Collective Bargaining Agreement.

Any and all negotiated and subsequent bonuses shall be applicable to his classification. Any employee that is selected as a Safety Facilitator and Field Specialist that currently holds a non-40hour worker classification will continue to receive the equivalent hours of pay he would have received in their non-40 hour worker classification.

**Reporting structure**

Safety Facilitator and Field Specialists shall report to a designated Safety and Training management leader that works collaboratively with the Union leadership, primarily the Union Safety Chairman, the Union President, or a designee determined by the Union President.

**Seniority/Overtime**

The Safety Facilitator and Field Specialists shall maintain the classification or incumbency at the original location that they held prior to accepting the Safety Facilitator and Field Specialist position. They will maintain seniority in that classification and their standing on the overtime callout list. The core group Safety Facilitator and Field Specialists will schedule their vacations within that group, rather than in their home locations. When working overtime in his normal classification, the Safety Facilitator and Field Specialist shall work under the management responsible for his classification and location. They will be eligible for overtime from the end of the work day on Friday, and must be released no later than midnight on Sunday in order to allow them to report to their Safety and Training assignment on Monday morning. Certain exceptions will apply in the case of emergencies and storm agreements.

During major storm restoration, as least one Safety Facilitator and Field Specialist shall remain engaged in his position to support safety during each event, with the same wages, overtime and benefits applicable to the 404/408 job classifications, as described in the Major Storm Agreement between the Company and the Union.

**Technical Qualifications**

When it is determined to be necessary, the Safety and Training Department shall provide paid work time to the core group Safety Facilitator and Field Specialists to acquire and maintain the necessary technical knowledge, qualifications and certifications required to perform their duties. As needed, work time will also be provided to maintain any qualifications required by their normal job classification in the bargaining unit.

## **General Conditions**

Safety Facilitator and Field Specialists shall be provided an operable, take-home Company vehicle for work-related use, along with an operable portable computer and cellular phone with e-mail capabilities.

## **Miscellaneous**

- This agreement will remain in effect for the term of the current Collective Bargaining Agreement, however, either party may terminate this Agreement with a minimum six (6) month written notice to the other party.
- This initiative will be evaluated annually to assess its effectiveness.
- Any disputes shall be addressed through the Director of Labor Relations, Senior Vice Presidents or the relative business units or their equivalents, along with the Safety Chairman and President of USW Local 12775 or their designees.
- The Safety Facilitator and Field Specialist job description is in a separate document but is considered part of this Agreement.
- There shall be a minimum core group of three (3) Field Operations and two (2) Generation bargaining unit Safety Facilitator and Field Specialists during the term of this agreement.

## **Damage Prevention Coordinator CBA Attachment**

The employees covered under the Damage Prevention Coordinator Collective Bargaining Agreement dated June 1, 2016, will be covered, effective June 1, 2019, under the new CBA to which Local Union 12775 is a party, provided that the following provisions will apply to Damage Prevention Coordinators under the new Local Union 12775 CBA.

For existing Damage Prevention Coordinators as of June 1, 2016, and subsequent new hires into the department, employees will receive the same increases as noted in Article X Section 1 B.

### **ARTICLE IV** **MANAGEMENT RIGHTS**

To establish and change DPC's duties, job descriptions, assignments with the understanding that some of the duties of the DPC classification are shared with other NIPSCO employees.

### **ARTICLE VI** **SENIORITY**

Employees covered under the pre-existing 12775 and 13796 agreements will not be allowed to appropriate the position of Damage Prevention Field Coordinator for the life of this agreement.

### **ARTICLE XIV** **TRAVEL TIME**

Damage Prevention Field Coordinators shall continue to take their company trucks home.

Employee's will continue to take their trucks home and will begin and end their day at their designated work location. "Designated work location" shall be defined as their assigned office location. Upon prior approval by their supervisor, an employee may report directly from home to a job site.

**Sugar Creek CBA Attachment**

**Memorandum of Agreement  
Regarding the Inclusion of the Sugar Creek  
Bargaining Unit Employees in USW, Local 12775  
April 15, 2009**

Pursuant to the terms of Article I, Section 2 of the Collective Bargaining Agreement between NIPSCO and USW Local 12775, the employees at the recently acquired Sugar Creek facility who are currently members of USW Local 12502-02, will become members of Local 12775, subject to that Collective Bargaining Agreement, as stated below.

1. The parties agree that the Sugar Creek employees will carry their current seniority dates and become members of Local 12775 without any break in service.
2. Effective May 1, 2009, the Sugar Creek employees will participate in the NIPSCO Union PPO Plan, Vision Plan, Dental Plan and Life Insurance Plan currently provided to bargaining unit personnel. The premium payments for the month of May, 2009 will be waived.
3. Effective May 1, 2009, the Sugar Creek employees will cease participation in the UIU Pension Trust with all accrued rights and privileges as provided by that pension plan, and will be enrolled in the Account Balance I Plan. Such employees will begin to accrue benefits on that date and will be credited with their full seniority in the Plan. Vesting will be immediate for those employees having three (3) or more years of service and all others will be credited with their current seniority toward vesting.
4. The employees will, during the month of May, 2009, receive a lump sum payment representing a 4% wage increase over 2008 rates, for the remaining 7 months in 2009.
5. The parties agree to adjust the pay period and payday under the Sugar Creek CBA to coincide with the NIPSCO Physical Unit pay period and payday.
6. The parties agree to carry forward the terms and conditions of the following Articles in the Sugar Creek CBA as an addendum to the Local 12775 CBA with NIPSCO:  
Articles 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15 and 18.

To the extent that it provides details of the employees' accrued rights or benefits under the UIU Pension Plan, the language of Article 21 will be preserved.

**Sugar Creek CBA Attachment**

Articles 2, 3, 14 16, 17, 19, 20 and 22 will be superseded by the language of the Local 12775 CBA.

7. The terms of Article VI, Section 20 of the Local 12775 CBA shall apply to the Sugar Creek employees.

8. During the term of this Agreement, should there be a question or dispute over which contract terms or conditions apply, the matter will be discussed locally and, if the issue is not resolved, will be referred to the USW Sub-4 Director and the NIPSCO Director of Labor and Employee Relations for resolution, and failing that, the matter will be advanced to arbitration.

**Sugar Creek CBA Attachment**  
**Memorandum of Agreement**  
**Regarding Employees Bidding to or from Sugar Creek**

In order to clarify the manner in which employees in USW Local 12775 will be handled when they bid to or from the Company's Sugar Creek plant, the parties agree to the following terms and conditions.

1. Employees bidding to Sugar Creek from other areas within the Company's operations will be grandfathered in their vacation and sick leave benefits as provided in Articles VIII and XIV, respectively, with the exception that they will move to a January-December vacation year. In such cases, the employee will receive their vacation allotment on January 1, rather than April 1 and will compete for vacation time on the Sugar Creek schedule. In order to accomplish this transition, it may be necessary for the employee to carry forward a partial vacation entitlement into the new vacation year. If that is the case, they must schedule and take that vacation by December of their first year at the Sugar Creek plant. All other vacation scheduling rules that pertain to the Sugar Creek Plant shall be applicable. Such employees will not participate in the PTO or Employee Serious Illness bank at Sugar Creek.
2. Employees bidding to Sugar Creek will adopt the Holiday schedule at Sugar Creek and holidays will be paid based on the employee's current work schedule. This results in a reduction from 12 to 8 holidays per year. An employee returning from Sugar Creek to another NIPSCO position will have their holiday schedule adjusted to deduct any floating holiday taken while at Sugar Creek and may be granted an unpaid day off on a holiday celebrated under Article VIII to accomplish this adjustment.
3. Employees bidding from Sugar Creek to another position within the Company's operations will be slotted in to the NIPSCO vacation and sick leave benefits as provided in Articles VIII and XIV, respectively. Their entitlement to such benefits will be prorated the first year to account for any vacation or sick leave utilized while at Sugar Creek prior to their successful bid to their new classification.
4. Employees bidding from Sugar Creek who have participated in the PTO/ESI program and have accrued banked hours under that program will retain those banked hours and have them paid out, excluding the NIPSCO match, upon leaving the Company.
5. Employees bidding to or from Sugar Creek will not have their pension plan changed or adjusted as a result of such bid.

**ARTICLE 1**

**Purpose, Intent and Responsibilities of the Parties**

**Section 1.** The purpose of the Company and the Union entering into this labor agreement is to set forth the rates of pay, hours of work, and other conditions of employment so as to promote orderly and peaceful relations with the employees, to achieve the highest level of performance consistent with safety and health, and to achieve uninterrupted operations in the plant.

**Section 2.** The Company and the Union encourage the highest possible degree of friendly, cooperative relationships between their respective representatives at all levels and with and among all employees. The officers of the Company and the Union realize that this goal depends on more than words in a Labor Agreement, that it depends primarily on attitudes between people in their respective organizations and at all levels of responsibility.

The parties believe that proper attitudes must be based on full understanding of and with regard for the respective rights and responsibilities of both the Company and the Union. Therefore, the parties agree that the administration of this agreement will be handled in a fair and equitable manner, and with the best interests and well being of the business and all employees.

**Section 3.** There will be no strikes, work stoppages, interruptions, or impeding of work. There will be no lockout. No officer or Representative of the Company or the Union shall authorize, instigate, aid, or condone any such activities. No employee will participate in any such activities.

**Section 4.** Neither the Company nor the Union shall discriminate against any employee on account of race, color, religion, creed, national origin, handicap, status as a disabled veteran, veteran of the Viet Nam era, sex, or age in any matter pertaining to wages, hours of work and other conditions or employment.

**Section 5.** The Company will allow the Union's International Representative access to the plant during normal work hours; such representative will give prior notice to such visitations and will not interfere with, or delay the work of the employees.

**Section 6.** The Company and the Union (its officers and Representatives, at all levels) are bound to observe the provisions of this agreement.

### **Sugar Creek CBA Attachment**

**Section 7.** The Company agrees that if during the life of this Agreement it discontinues operations, sells, leases, transfers or assigns the operations covered by this Agreement, it shall inform the purchaser, lessee, transferee, or assignees of the exact terms of this Agreement and shall make the sale, lease, transfer or assignment conditional upon the purchaser, lessee, transferee, or assignee assuming all of the obligations of the agreement until its expiration date and treating the affected employees of the bargaining unit in accordance with the terms of this Agreement.

## **ARTICLE IV Safety and Health**

**Section 1.** The Company and the Union will cooperate in the continuing objective to eliminate accidents and health hazards. The Company shall make reasonable provisions for the safety and health of its employees at the plant. The Company, the Union and the employees recognize their obligations and/or rights under existing federal and state laws with respect to safety and health matters.

**Section 2.** A Joint Safety Committee shall be established by agreement between the parties. The Plant Manager and the Safety Committee shall meet periodically, no less than quarterly, to review safety performance and discuss and attempt to resolve any safety issues in the plant.

**Section 3.** An employee or group of employees who believe that they are being required to work under conditions which are unsafe or unhealthy beyond the normal hazard inherent in the operation in question shall discuss the complaint with his or their supervisor. The supervisor and employee(s) shall jointly visit the work site to review the specific safety concerns involved in an attempt to resolve the matter. Both the Employee and the Company shall use good faith in administering this provision.

**Section 4.** Company will pay for one pair of shoes annually, maximum of \$75 per pair. A receipt will be required, and the employee will be reimbursed through the expense claim process.

**ARTICLE V  
Seniority**

**Section 1.** For all purposes under this agreement, the measure of seniority shall be the last date of hire by the Company. The parties agree that the Sugar Creek employees will carry their current seniority dates and become members of Local 12775 without any break in service.

**Section 2.** An employee shall be considered a probationary employee for 180 calendar days. No claim or grievance involving discipline shall be made by a probationary employee, or by the Union on their behalf, during such period of probation. At the expiration of the probation period, length of service shall be computed from date of last hire.

**Section 3.** Seniority lists showing employee relationships shall be posted not less than every six months

**Section 4.**

a) In all cases of promotions to any occupation covered by this agreement, the factors to be considered shall be ability and seniority, but where the ability of the employees under consideration is substantially equal, the employee with the most seniority will be promoted. In the evaluation of ability, management shall be the judge, provided that a senior employee who is denied promotion may challenge management's decision by means of the grievance procedure. The Company shall not apply the ability factor where the employee has performed the duties of the occupation for six (6) months or more.

b) Any employee who is transferred from a position within the Bargaining Unit to a position outside the Bargaining Unit shall, after a ninety (90) day period, cease to accumulate seniority as of the transfer date.

c) The Company will afford employees a reasonable opportunity to receive training for other job classifications, provided the employee shows interest and is practical to provide such training considering the economic payback and taking into account the job requirements and working conditions involved. This policy is predicated on the understanding between the Company and the Union that such training will not affect the Company's right to assign any work to an individual at any time.

## Sugar Creek CBA Attachment

**Section 5.** Permanent vacancies. Except as provided in Section 6, all permanent vacancies shall be posted for a period of 10 days within the plant. An employee may place a bid on file for future vacancies. When an employee accepts a vacancy, he shall retain the right to revert to their former occupation until 45 days shall have been worked on the new occupation. If, within 45 days, management determines that the employee cannot perform the duties of the job, the employee shall be returned to the occupation from which he transferred. An employee who is so returned may challenge management's decision by means of the grievance procedures. In selecting the successful bidder for a permanent vacancy, first consideration will be given to members of this bargaining unit at Sugar Creek and then from the remaining bidders from this bargaining unit outside of Sugar Creek.

If a second Multi-Crafted Operation Maintenance Technician position becomes open at Sugar Creek while a previous Multi-Crafted Operation Maintenance Technician vacancy is in the bid process, but has not been filled with a successful bidder, the Company can post the second vacancy with qualifications that require gas turbine/combined cycle/fossil generation experience or training, allowing Sugar Creek to hire from inside or outside the Company based on need and qualification. Additions to the workforce at Sugar Creek will be filled through the normal bidding process without special qualifications required.

**Section 6.** Line of progression. The occupations in the Operating Department shall be aligned in ascending order as earnings, as shown in Appendix 2. Vacancies above the bottom occupation shall be posted and filled from within the line of progression. Step backs and recalls in the Operating Department Line of Progression shall be governed by seniority, beginning with the highest job affected.

**Section 7.** Step backs from, and recalls to, occupations shall be governed by seniority, so that the senior employees are the last stepped back and the first recalled.

**Section 8.** All notices of recall from layoff shall be by certified mail, to an employee's last known address.

**Section 9.** An employee's seniority shall be broken for the following reasons:

- a) the employee quits;
- b) the employee is discharged, and the discharge is not modified through the grievance procedure;
- c) the employee has been laid off for more than two years;
- d) the employee has been recalled from layoff and does not respond within 10 days to a notice mailed by certified mail to his last known address.

### **Sugar Creek CBA Attachment**

**Section 10.** Employees will be required to meet the initial qualification requirements defined in the Sugar Creek Training and Qualification Procedures with 45 days of accepting a Multi Crafted Operation Maintenance Technician I position. Once an employee meets all requirements specified in the Sugar Creek Training and Qualification Procedures, specifically qualify as Auxiliary Plant Operator (APO), Plant Chemist, and Control Room Operator (CRO), the employee will be promoted to Multi Crafted Operation Maintenance Technician II regardless of time spent in GTT I. After eighteen (18) months, employees must meet all requirements of the GTT II position. Failure to meet requirements will result in employment termination. Management has the responsibility to provide the required training within the 18-month time period.

- Sugar Creek Specific Requirements:
- 45 day initial qualification as required in Training and Qualification Procedure applicable section.
  
- Multi Crafted Operation Maintenance Technician II requirements as defined in Training and Qualification Procedure applicable section.

**ARTICLE VI  
Layoffs/Demotions**

- (a) Whenever, by reason of the work load, the Company contemplates a layoff, the Company will negotiate with the Union to formulate a program of spreading the work, moving Employees from one group or department to another, or other appropriate action. Should the Company and the Union be unable to agree upon such program within thirty (30) days after the matter is first brought to the attention of the Union, the procedure outlined below shall apply.
- (b) When a reduction in force is necessary, Temporary and Probationary Employees will be laid off first.
- (c) Employees with the lowest seniority in the lowest job classification at the affected facility will be laid off first. After complete layoff of the lowest level job classification, employees with the lowest seniority in the next higher job classification will be laid off.
- (d) Employees to be laid off because of a reduction in force will be given two (2) weeks' notice.
- (e) At the last resort prior to layoff, an employee in this bargaining unit may exercise the right to appropriate the job of another employee outside of Sugar Creek, provided the employee meets the requirements for job appropriation in Article VI, Section 9 of the Local 12775 CBA concerning rate of pay and qualification.
- (f) During the term of this 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.

**ARTICLE VII  
Discipline and Discharge**

**Section 1.** In the exercise of its right to discharge employees for cause, the Company agrees that an employee shall not be peremptorily discharged, but in all instances in which the Company may conclude that discharge is warranted, he shall first be suspended for five (5) days without pay and notified in writing that he is subject to discharge at the end of such period. A copy of such notice shall be promptly furnished to the Grievance Chairman, or in his absence the employee's Grievance Committeeman. During such five-day period, if the employee believes that he has been unjustly dealt with, he may request and shall be granted during this period a hearing and statement of his offense before the Department Manager or his

## **Sugar Creek CBA Attachment**

designated representative, with the Grievance Committeeman, Grievance Chairman, or other officials of the Union present if the employee so chooses. At such hearing, facts and circumstances shall be disclosed to and by both parties.

**Section 2.** If a hearing is requested, the Company shall, within five (5) days after such hearing, decide whether such suspension shall culminate in discharge, or whether it shall be modified, extended or revoked, and the employee and the Union shall be notified in writing of such decision. In cases where an employee's suspension is modified or converted to discharge, a grievance may be filed at a level no lower than Step 2 challenging such action. (Article 14)

### **ARTICLE VIII Hours and Conditions of Work**

**Section 1.** This section shall not be construed as a guarantee of hours of work per day, or week, or a guarantee of days or work per week. However, when the average number of hours paid per job classification falls below forty (40) hours per week over a four (4) week period, the Company shall notify the Union of the situation. The Union may then suggest productive methods to increase the average number of hours paid per week, including schedule changes, work sharing, and layoffs. The Company shall consider such suggestions.

**Section 2.** The basic workweek shall be forty (40) hours per week. Each department may, by mutual agreement, explore non-traditional work schedules that meet the operational needs.

**Section 3.** Normally, there shall be at least two (2) regularly scheduled consecutive days off. But, an Employee may be scheduled to work one or both of these off days and such off days shall not be considered part of his Basic Workweek.

**Section 4.** An employee shall be paid time and one-half (1 ½) his hourly rate for all hours worked in excess of forty (40) hours per week. This includes time taken as vacation.

- a) Any hours worked outside the employee's stated schedule of work shall be at the premium rates prescribed by this agreement.

**Section 5.** For the purpose of timekeeping, a workweek shall begin and end at midnight, Sunday night. The date to which the workday is to be allocated shall be the date on which the work begins. The parties agree to adjust the pay period and

## **Sugar Creek CBA Attachment**

payday under the Sugar Creek CBA to coincide with the NIPSCO Physical Unit pay period and payday.

**Section 6.** Overtime shall be allocated to the calendar day on which it is worked, in the same manner as Section 5.

**Section 7.** An employee who works on more than one scheduled day off in a week shall be paid two (2) times his hourly rate for all hours worked on the second (2nd) scheduled day off worked.

**Section 8.** Overtime shall not be paid more than once for any hour worked and there shall be no pyramiding of overtime.

**Section 9.** An employee who has worked more than sixteen (16) hours continuously, or more than eight (8) hours of overtime in the sixteen (16) hour period immediately preceding his scheduled workday shall, upon release, be entitled to an eight (8) hours rest period before he returns to work.

- (a) If a rest period under the provisions of this Section extends into a scheduled workday, the employee shall lose no time thereby.
- (b) Time worked in excess of sixteen (16) continuous hours shall be paid at a rate of two (2) times the basic hourly rate of pay until released from duty.

**Section 10.** In extreme cases overtime may be mandatory when the Company determines that such additional hours are required. A reasonable effort will be made to distribute overtime opportunities equitably.

- (a) In cases where mandatory overtime is required, the qualified employee with the lowest accumulated overtime hours worked would be required to work if all qualified employees refused the offered overtime.
- (b) An effort will be made by the Company to offer overtime to qualified employees in an equitable manner based on an offered overtime list, with the qualified person that has the lowest accumulated offered overtime hours receiving the first offer to work. Other methods of equitable overtime allocation may be implemented, if mutually agreed to by classifications, or Departments, Union and the Company.
- (c) At the end of each pay period, lists of offered overtime hours and overtime hours actually worked will be posted and a copy given to the Local Union.

## Sugar Creek CBA Attachment

### **Section 11.**

- (a) When an employee reports for work at his regular daily starting time in accordance with his then existing Regular Shift Schedule, he will then be provided with work in his job classification, or other work, during the hours of his shift scheduled for that day.
- (b) Similarly, when an employee reports for scheduled overtime work on times other than his Regular Shift schedule he will be paid a minimum of four (4) hours straight time, if any work is not available.

**Section 12.** Pay at their basic hourly rate of pay will be allowed for designated Union Representatives during their regular shift schedule while engaged in any step of the grievance procedure.

**Section 13.** Employees shall be paid five percent (5%) of the employee's hourly rate per hour shift differential pay for all hours worked outside of a normal daylight schedule. Shift differential shall be included in pay calculations appropriate for the day.

**Section 14.** The Paid Time Off (PTO) bank, in Appendix 2, defines the Holidays, Personal Days, Vacation Days, and employee serious illness hours bank based on each employee's credited years of service.

**Section 15.** The Holiday shall be the twenty four (24) hour period beginning at the turn-changing hour nearest to 12:01 a. m. of the actual Holiday. If a Calendar Holiday is on a Sunday, for the purpose of this agreement, the Holiday shall be observed the following day (Monday).

**Section 16.** For all hours worked by an employee on any designated Holiday, a premium of two (2) times the employee's hourly rate of pay will be paid to such employee in addition to the regular shift schedule hours, at straight time pay.

- a) When a holiday (other than a floating 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.

**Section 17.** When a holiday occurs on an Employee's regularly scheduled off day, the employee will be paid straight time pay according to the Employee's current schedule in lieu of future time off. Holiday time occurring in one calendar year cannot be rescheduled into the next calendar year.

## **Sugar Creek CBA Attachment**

**Section 18.** A day's vacation time shall consist of the hours scheduled for that day's shift. In the case of nontraditional work schedules, a day's vacation time could be equal to 9, 10, 12, etc. scheduled hours of work. Other paid time off and leave days shall equate to the currently scheduled hours in the same manner as vacation days.

**Section 19.** Mandatory overtime shall not be required of personnel on any paid time off days, or regularly scheduled off days, that are incorporated into an approved scheduled vacation period of one week (seven days) or longer.

### **Section 20.**

- (a) The Company will seek input from the Union for Business Model development (i.e. minimum coverage, staffing levels, safety concerns, etc.). Management retains full decision making rights as defined in Article III of this Agreement.
- (b) If a new schedule is requested by a majority of a work group, the Union and the Company will mutually seek to implement schedule alternatives that meet the Company's business model and the employee's desires in a cost effective manner. A new schedule may be requested by a work group as often as yearly (a twelve month period).

**Section 21.** When death occurs to an employee's legal spouse, mother, father, son, or daughter (including stepchildren), the employee will be allowed up to a maximum of five (5) scheduled shifts off with pay.

When death occurs to an employee's legal mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, grandparents, grandchildren, (including stepfather, stepmother, stepbrother, stepsister) the employee, will be allowed up to a maximum of three (3) scheduled shifts off with pay.

Any paid time off due to section 21 must occur in an eight (8) day period following the death of a family member. Of course, employees may use their Paid Time Off Bank in addition to their bereavement pay.

### **Section 22.**

- (a) A regular employee will be paid at his basic hourly rate of pay while performing jury service, but such pay shall not be allowed more than once in each calendar year.
- (b) While on jury service, an employee shall be assigned to work eight (8) hours per day on the day shift from Monday to Friday, inclusive, and shall be at work during such working hours when not on jury duty.
- (c) All fees received for jury service will be retained by the employee.

### **Sugar Creek CBA Attachment**

A regular employee performing court service, other than jury, under summons or subpoena will, upon notice to the Company, be paid at his basic hourly rate of pay for only the first day absence which occurs in his Basic Work Week and will retain all court fees.

If a regular employee, upon notice to the Company, is absent during his Basic Work Week to serve as a judge or clerk in a public election under the jurisdiction of election officials, he will be paid the difference between his basic hourly rate of pay for that day and election pay, provided the former is larger.

**Section 23.** Any employee elected to permanent office in the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC, or as a delegate to any labor activity in connection with the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC, necessitating a leave of absence, shall be granted such leave not to exceed three (3) years, and shall at the end of the term be guaranteed reemployment at his regular job, if physically qualified. Seniority will accumulate during the period of such leave of absence.

**Section 24.** An employee may be granted a leave of absence without pay after reasonable notice to the Company, provided the conditions of work are such that his services can be spared without increasing costs to the Company. During these approved leaves of absence, seniority shall accumulate. If an employee overstays the Company's specified leave period, he shall be considered to have resigned.

**ARTICLE IX  
Call Backs**

**Section 1.**

- (a) A Call-Back occurs when an employee is called back for overtime work not immediately preceding or immediately following his Regular Work Schedule.
- (b) An employee shall not be considered as being called back when he works overtime which, without interruption, except time out without pay for a meal, immediately precedes or follows a scheduled work period.
- (c) A change in the Regular Working Schedule, either with or without adequate notice, shall not be considered a call-back.
- (d) An employee called back, with or without previous notice, shall be paid at the applicable overtime rate for the hours worked with a minimum of two (2) hours straight time pay.
- (e) In addition, a call back allowance of two (2) hours at straight time rates shall be paid unless the time worked on a regular day off or holiday with previous notice amounts to eight (8) hours or more, in which case there shall be no call-back allowance.
- (f) If an employee is called back more than once between two (2) consecutive scheduled work periods, his pay and call-back allowance for such intermittent work shall not be more than he would have received had he worked continuously from the starting time of the first call-back until the quitting of the last call-back.

**ARTICLE X  
Meal Allowance**

**Section 1.** The provisions of Article XIII, Section 13 of the Local 12775 CBA shall apply to employees at Sugar Creek.

**Sugar Creek CBA Attachment**

**ARTICLE XI  
Changing Regular Work Schedules**

**Section 1.** A Regular Working Schedule shall be subject to change at the Company's discretion. Provided Adequate Notice, has herein after defined, of a change has been given, the Employee shall not be paid at overtime rates. If Adequate Notice has not been given, the Employee shall be paid as set forth in Paragraphs 3 & 4 of this Article.

**Section 2.** Notice of a change in a Regular Working Schedule, involving either a change in assigned days, or hours, shall be considered Adequate Notice provided:

- (a) The Employee is notified of the proposed change before he is released from duty on the second day preceding the change.
- (b) If the Employee concerned is given forty eight (48) hours notice if he is not on duty.

**Section 3.** In case a change is made in the Basic Work Days of an Employee's Basic Work Week without Adequate Notice, the Employee shall be paid at the rate of time and one half (1 ½) on the first day of the new Regular Working Schedule.

**Section 4.** In case the change is made in the daily working hours of the Basic Work Day without Adequate Notice, or if the change is for less than three (3) days, the Employee shall be paid at the rate of time and one half (1 ½) on the first Basic Work Day of the new Regular Working Schedule for those hours worked outside of his previously scheduled hours.

**Section 5.** If a changed Regular Working Schedule starts before eight (8) hours have elapsed since the scheduled quitting time of the last Basic Work Day of his previous Regular Working Schedule, the first shift of the changed Regular Working Schedule will be paid at the rate of time and one half (1 ½).

**ARTICLE XII  
General Working Conditions**

**Section 1.** Management shall not do work of employees included in the bargaining unit except in emergencies or for instruction or training.

**ARTICLE XIII  
Contracting**

**Section 1.** Recognizing the Union's concern over the contracting out of work, Management, where circumstances permit some lead time, shall meet with Local Union Representatives to review the planning alternatives regarding the use of contractors. Consideration shall be given by management to the Union's input regarding the most effective use and utilization of employees and contractors.

**Section 2.** The Company agrees that it will not contract any work that leads to a layoff.

**Section 3.** The Company retains the responsibility to make the final decision.

**ARTICLE XV  
Military Seniority Provision**

**Section 1.** Any regular employee on a military leave of absence shall, upon reemployment, have the period of his absence added to the seniority he had at the time of his entry into military service.

**Section 2.** The Company and the Union will jointly determine what seniority and position must be given a returning veteran to comply with the Uniform Services Employment reemployment Rights Act of 1994. The Company may make adjustments in positions and seniority necessary to reflect the seniority and position given the returning veteran pursuant to the above provisions.

**ARTICLE XVIII  
Wages**

**Section 1.** The wage rates effective at the beginning of this Contract are those set forth in Schedule A of Art XX, page 130.

**Section 2.** The escalation rate of Basic Hourly Rates of Pay, referred to in Appendix 1, will be the following:

- (a) January 1, 2020 – 2.75% increase
- (b) January 1, 2021 – 3.00% increase
- (c) January 1, 2022 – 3.00% increase

**Section 3.** The Union and Company agree to place all employees covered by this Agreement under the Company's Corporate Incentive Program.

**Appendix I  
Schedules of Basic Hourly Rates of Pay are located on page 132.**

Note: As of May 1st, 2009, all references to the position of "Gas Turbine Technician" will be replaced by the title of "Multi Crafted Operations and Maintenance Technician."

**Appendix2**

<b>PAID TIME OFF (PTO) BANK</b>				<b>Employee Serious Illness (ESI)</b>	
<b>Years of Service</b>	<b>Vacation Hours</b>	<b>Personal Hours</b>	<b>Total PTO Hours</b>		
6 mos.	48	24	72	<b>Required Medical Certification</b>	After one (1) year of service, employee will receive 60 hours of ESI. Employee will be eligible to receive an additional 60 hours of ESI annually to be added to their ESI Bank. The cumulative cap on the ESI Bank is 1040 hours.
1 - 6	120	48	168		
7 - 14	168	48	216		
15 - 24	216	48	264		
25 >	240	48	288		

**Paid Time Off (PTO) Benefits**

- Employee is eligible for one (1) floating holiday at 6 month anniversary.
- May carry over up to 60 PTO Hours annually to PTO Bank.
- May carry over up to 60 PTO Hours annually to ESI Bank and NIPSCO will match 100%.
- Designated holidays include New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas and one floating holiday. Cannot take fixed holidays before they occur. Holiday time cannot be carried over annually.
- Holiday time will be paid based on employee’s current work schedule.
- Upon leaving the Company, employee will be paid any PTO Hours, excluding NIPSCO match that was transferred into the ESI bank

**\*NORTHERN INDIANA PUBLIC SERVICE COMPANY**

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Joseph Hamrock  
President and CEO, NiSource

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Violet Sistovaris  
Exec. V.P. and Pres NIPSCO

---

Kenneth Keener  
Sr. V.P., Human Resources

---

James Zucal  
SVP Electric Operations

---

Daniel Douglas  
SVP NIPSCO Gas Operations

---

Anna Ortega  
Director Human Resources

\*Signatures on file.

**LOCAL UNION 12775  
\*UNITED STEEL WORKERS, AFL-CIO-CLC**

---

**Thomas M. Conway, International President**

---

**John E. Shinn, International Secretary-  
Treasurer**

---

**Dave McCall, International Vice President  
(Administration)**

---

**Fred Redmond, International Vice President  
(Human Affairs)**

---

**Mike Millsap, District Director**

---

**Jon Doust, District 7, Sub District 4**

---

**Karen Bryan, International Staff**

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**Vernon L. Beck,  
President, USW Local 12775**

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**Anthony J. (Jamie) Mante,  
Vice President, USW Local 12775**

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**Nicholas Morford**

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**Steve Edlen**

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**Kenneth Ross**

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**Jim Allen**

---

**Sarah Werth**

---

**Koby VanDusen**

---

**Scott McCullum**

---

**Justin Sellers**

---

\* Signatures on File

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