

# **AGREEMENT**

**BETWEEN**

**SOUTHERN INDIANA GAS AND ELECTRIC COMPANY**  
**d/b/a**  
**CENTERPOINT ENERGY INDIANA SOUTH**

**AND**

**LOCAL UNION 702**  
**OF THE**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**AFFILIATED WITH THE**  
**A.F. of L. - C.I.O.**

**EFFECTIVE**  
**JULY 1, 2025**  
**THROUGH**  
**JUNE 30, 2029**

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## **PREAMBLE**

THIS AGREEMENT, made and entered into by and between SOUTHERN INDIANA GAS AND ELECTRIC COMPANY d/b/a CENTERPOINT ENERGY INDIANA SOUTH a corporation organized under the laws of the State of Indiana, its successors and assigns hereinafter called the "COMPANY", Party of the First Part, and LOCAL UNION No. 702 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter called the "UNION", Party of the Second Part.

WITNESSETH: That for the purpose of facilitating the peaceful adjustment of all disputes which may from time to time arise, and of promoting harmony and efficiency in the departments of the COMPANY represented by the UNION, the parties hereto contract and agree with each other as follows:

THIS AGREEMENT shall take effect **Four (4) years. Effective July 1, 2025, to June 30, 2029.** and shall continue in full force and effect from year to year thereafter unless it has been cancelled or amended by the giving of sixty (60) days written notice prior to June 30th of any year the contract is in effect from either party to the other. Upon such notice, both parties will make every effort to arrive at an agreement on the suggested changes prior to June 30th of any year. However, changes can be made at any time by mutual consent.

The UNION having been duly certified by the National Labor Relations Board (Case No. 14-R-1095) as the exclusive representative of the employees of the COMPANY previously found by said Board to constitute an appropriate bargaining unit, the COMPANY hereby recognizes the UNION as the sole and exclusive representative of the employees constituting such bargaining unit for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

It is the intent of the COMPANY and the UNION that the parties to this agreement will cooperate with each other to promote harmonious relations, mutual good will and efficiency, and it is not the intent or desire of either party to engage in any subterfuge, to evade or circumvent the spirit and intent of this Agreement.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

The management of the COMPANY, the direction of the working forces, the right to hire, discipline, discharge for just cause, and promote, are vested in and reserved by the COMPANY, subject, however, to the provisions of this agreement and the employees' right of adjusting grievances as provided for herein.

## **ARTICLE 3**

### **UNION SECURITY**

**3.01** All present employees now members of the UNION, new employees, and former employees returning to work who are covered under this agreement, shall remain or shall become and remain, respectively, members of the Local Union as a condition of employment where applicable by law. The COMPANY shall notify the Business Manager of the Local Union whenever a new or re-employed employee is added, and all such employees shall arrange with the Local Union for membership therein on or before the thirty-first (31st)

day of employment under this agreement. The Company will allow one (1) hour for the Business Manager or his representative to meet with new employees during their orientation process or as soon as it can be arranged thereafter. The Business Manager or his representative shall be notified in writing when a position becomes vacant for any reason other than when it is due to an employee advancing in a promotion or apprenticeship schedule.

**3.02** No employee shall be discriminated against because of UNION activity or membership.

**3.03** It is the intent of the parties hereto that if an entity is determined by a court of competent jurisdiction to be a legal successor to the Company, that entity shall have the duty to the extent required by the National Labor Relations Act to bargain with IBEW 702 representing the Company's employees in the units covered herein.

**3.04** With proper notification, representatives of the union shall be permitted on the Company's premises for purposes of handling union business.

## **ARTICLE 4**

### **UNION DUES CHECK OFF**

The COMPANY agrees to deduct an amount as specified by an employee from his wages for the second pay day of each month, of such employee members of the UNION as individually and voluntarily certify in writing that they authorize deductions for Union dues. Such deductions will be based upon the wage rate set forth in the employee's current "Employment Advice" and in accordance with the dues' schedules certified by the UNION in writing to the COMPANY, for the type of membership which such employee has specified in his written payroll deduction authorization. During the existence of this contract the COMPANY will continue to make such deductions so long as such voluntary authorization, subject to cancellation upon written notice, is continued in effect. Each employee's authorization shall be subject to cancellation by written notice by any such employee to the COMPANY at any time. All sums deducted in this manner shall be forwarded by the COMPANY to the Financial Secretary of the UNION. All such written authorizations for deductions to be signed by the members of the UNION shall supersede all prior authorizations and shall be in the form agreed upon by the parties on the effective date of this agreement.

## **ARTICLE 5**

### **NO STRIKE - NO LOCKOUT**

The COMPANY agrees that there shall be no lockouts, and the UNION agrees that it will not cause or permit a strike, sympathy strike, slowdown, or a stoppage of work. The COMPANY will not require an employee to cross a picket line, if doing so would result in injury to the employee or expose such employee to a risk of injury. Sympathy strike shall be defined as observation of a picket line established by the employees of any COMPANY subsidiary.

## **ARTICLE 6**

### **METHOD OF SETTLING DIFFERENCES**

**6.01** The UNION will keep the COMPANY advised of the names and addresses of the officers of the UNION and the names and addresses of the committee authorized to bargain and treat with the COMPANY.

**6.02** All complaints or grievances must be submitted by either party to the other in writing within forty-five (45) days of their occurrence, and if grievances are not submitted within this time limit, it is agreed they do not exist. Written grievances will be submitted by first-class mail and the postmark will be treated as the date of submission.

- A. Any employee or group of employees may present his grievance and have the same settled by the COMPANY without the intervention of the UNION so long as the adjustment agreed upon is consistent with the terms of this agreement and a UNION representative has been given the opportunity to be present at the time the adjustment is made. Should any employee or group of employees desire to have a UNION representative take up his grievance with the COMPANY rather than present the grievance himself, then the COMPANY agrees to meet and treat with the duly accredited officers and committees of the UNION in the following manner concerning grievances that may arise between the COMPANY and the employee.
- B. The employee and/or the local Union Steward, in the department of the employee affected, shall first endeavor to settle the grievance presented with the employee's immediate supervisor.
- C. In case of failure to agree within five (5) regular work days in the manner set forth in Section B of this Article, then the grievance may be referred by the Union Representative to the Department Head, or his designated representative, who will arrange a meeting within five (5) days of referral and endeavor to settle the grievance with the employee, his immediate supervisor and the Union Representative.
- D. In case of failure to agree within the next five (5) regular work days after meeting in the manner set forth in Section C of this Article, then the grievance in order to be considered further shall be reduced to writing on forms provided by the COMPANY and shall be presented by the Business Manager of the UNION, or his duly authorized representative to the Director of Industrial Relations of the COMPANY, or his duly authorized representative. Within twenty (20) regular work days of the receipt of the grievance the Director of Industrial Relations, or his duly authorized representative will meet with the Business Manager of the UNION, or his duly authorized representative, who may be accompanied by a committee of not more than four (4) employees and endeavor to settle the grievance. Within ten (10) calendar days following such meeting, the COMPANY will give the UNION its written reply to the grievance. (The time for the written reply may be extended by mutual consent of the parties.)

**6.03** Employees who may be thus called upon to be absent from duty with this Committee, shall upon application and twenty-four (24) hours' notice to the proper representative of the Company, be allowed to absent themselves for the time required for the committee meeting, provided they can be spared from duty. Such employees shall receive their regular pay during said time, but shall not receive pay if said committee

meeting with the COMPANY is held on their day off duty or during hours off duty, nor shall they receive pay if the meeting runs past their regular working hours.

**6.04** All grievances shall be considered cancelled upon expiration of thirty (30) calendar days from the date of the written reply of the COMPANY unless the UNION notifies the COMPANY of its intention to submit such grievances to arbitration as provided in this Article and such notification is accompanied by FMCS form R-43.

**6.05** Either party desiring arbitration shall give notice in writing by registered mail to the other party. Each party shall select their member of the Board of Arbitration within three (3) days after notification has been received of the other party's intent to arbitrate. The two (2) members thus chosen shall select the third (3rd) member who shall act as chairman. In the event the two (2) members are unable to select a chairman within five (5) regular work days after appointment, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a panel of seven (7) members. Each party shall have the right to challenge three (3) members of such panel and will complete their selection within a period of fourteen (14) days. The unchallenged member of such panel shall act as chairman of the Board of Arbitration. The Arbitration Board so constituted shall hear and consider the evidence submitted to it and render a decision on the grievance or grievances presented without avoidable delay. The Board of Arbitration (a) shall be governed wholly by the terms of this Agreement, and shall have no power to add to or to change the terms of this Agreement, and (b) shall act only within the scope of the matter to be arbitrated; and, to the extent that it does so, the majority decision shall be final and binding upon the COMPANY, the UNION and the UNION employees. Each party shall bear the expense of its own arbitrator and the preparation and presentation of its case. The expenses of the third arbitrator and any other incidental expenses (i.e., meeting room) arising out of the arbitration procedure shall be borne equally between the parties.

**6.06** The COMPANY and the UNION agree that when a dispute arises over such matters as promotion, discharge, and retarding of an employee in his promotion and/or apprenticeship schedule, referred to in Article 9, Section 9.05, Paragraph C, and as set out under the respective departments in Article 19, the dispute shall be subject to arbitration with the provisions referred to in this Article. This Board of Arbitration shall review all the facts having a bearing on the dispute as presented by the COMPANY and the UNION, and arriving at a decision may at the discretion of the Board, give consideration to losses sustained by the employee brought about by the dispute and the decision of the Board on the dispute and on the matter of reimbursement of loss to the employee, will be final and binding on both parties.

## **ARTICLE 7**

### **HOURS OF WORK AND OVERTIME**

#### **7.01 HOURS OF WORK**

Eight (8) hours shall constitute a regular day's work and five (5) consecutive days shall constitute a regular week's work except as otherwise provided.

##### **A. POWER PLANTS**

1. Employees whose duties require them to maintain a continual supervision over a process, machine or switchboard, or whose duties require them to have relief in case of

absence will be classed as shift employees, all others will be classed as non-shift employees.

2. The starting time for non-shift employees shall be not earlier than 6:00 a.m., nor later than 8:00 a.m.
3. Work schedules will provide for consecutive working days including Saturdays, Sundays, and Holidays for all groups of employees except shift employees on the day shift and Shift D employees and Relief Operators.

Regular hours for shift workers shall be eight (8) consecutive hours per day. The COMPANY will set up a work schedule for nonrotating shift employees which will include no more than 33-1/3% of the Sundays in any year.

4. When three (3) shifts are worked, the period of each shift shall constitute eight (8) consecutive hours. Shift employees on each shift to be allowed to eat their lunch while on duty.
5. The practice of alternating shifts in the Operating Department shall be continued.

## B. ELECTRIC TRANSMISSION AND DISTRIBUTION

1. Employees working out of headquarters at various points shall be transported to and from work on COMPANY time.
2. The starting time shall be not earlier than 6:00 a.m. or later than 8:00 a.m.
3. Eight (8) hours shall constitute a regular day's work and five (5) consecutive days shall constitute a regular week's work for construction and maintenance crews Monday to Friday, inclusive, and/or from Tuesday to Saturday, inclusive, and in the Evansville District, the men and/or crews to be assigned to, or alternated, shall be mutually agreed upon by the parties hereto.
4. Ability being sufficient, an employee assigned by his supervisor to substitute for the Work Coordinator or to act as a temporary Work Coordinator of a crew, will be the employee Senior in the service of the COMPANY in that particular crew. An employee so assigned will receive two-dollars (\$2.00) per hour additional pay.

## C. ELECTRIC METER DEPARTMENT

1. Starting time shall be not earlier than 6:00 a.m. or later than 8:00 a.m.
2. Employees in this department shall work eight (8) consecutive hours per day, five (5) consecutive days per week. Work week shall be Monday through Friday and/or Tuesday through Saturday.

#### D. ELECTRICIANS

1. For those assigned to Power Supply, work schedules shall provide for consecutive working days including Saturdays, Sundays and Holidays for all employees in this department. The work schedule for the maintenance employees will include not more than 25% of the Sundays in any one year.

For those assigned to Energy Delivery, employees working out of headquarters at various points shall be transported to and from work on COMPANY time. Eight (8) hours shall constitute a regular day's work and five (5) consecutive days shall constitute a regular week's work for crews Monday to Friday, inclusive, and/or from Tuesday to Saturday, inclusive, and, the employees and/or crews to be assigned to, or alternated, shall be mutually agreed upon by the parties hereto.

2. Work schedules shall be posted outlining work week for every employee.
3. The starting time for the employees in this department shall be not earlier than 6:00 a.m. nor later than 8:00 a.m.
4. For those assigned to Energy Delivery, ability being sufficient, an employee assigned by his supervisor to substitute for the Work Coordinator or to act as a temporary Work Coordinator of a crew, will be the employee Senior in the service of the COMPANY in that particular crew. An employee so assigned will receive two-dollar (\$2.00) per hour additional pay.

#### E. BUILDINGS AND GROUNDS

1. Work schedules shall provide for consecutive working days including Saturdays, Sundays and Holidays for all groups of employees.
2. The starting time for employees shall be not earlier than 6:00 a.m. nor later than 8:00 a.m.

#### F. FLEET GARAGE

1. Men employed in the Garage shall work eight (8) consecutive hours per day, five (5) consecutive days per week, Monday to Friday, inclusive, and/or Tuesday to Saturday, inclusive. A schedule of work will be posted weekly in advance.
2. Starting time for Shift No. 1 will be not earlier than 6:00 a.m. nor later than 8:00 a.m., and Shift No. 2 will be 1:00 p.m., for Monday, Tuesday, Wednesday, Thursday and Friday, and not earlier than 6:00 a.m. nor later than 8:00 a.m. on Saturday.

#### G. STOREROOM

1. Stockmen and Helpers employed in the General Storeroom shall work eight (8) consecutive hours per day, five (5) consecutive work days per week, Monday through Friday, and/or Tuesday through Saturday, inclusive. Stockmen and Helpers employed in the power plants shall work eight (8) consecutive hours per day, five (5) consecutive

days per week Saturdays and Sundays included. The COMPANY will set up a work schedule for Stockmen and Helpers, employed in Power Plants which will include no more than 33-1/3% of the Sundays in any one year, unless such scheduled Sundays in excess of 33-1/3% are either the sixth (6th) or seventh (7th) day in the individual employee's work week.

2. The starting time for the employees in this department shall be not earlier than 6:00 a.m. nor later than 8:00 a.m.
3. Stockmen will perform material handling duties without restricting other bargaining unit employees who routinely handle the same material from handling material as circumstances dictate. This is not intended to affect current practice of unloading scrubber chemicals.

#### **H. GAS TRANSMISSION, DISTRIBUTION AND CONSTRUCTION**

1. For employees in this department eight (8) hours shall constitute a regular day's work, and five (5) consecutive days shall constitute a regular week's work, Monday to Friday, inclusive and/or Tuesday to Saturday, inclusive, except that a Utility Man assigned to Customer Meter Operations work shall work any consecutive eight (8) hours per day, and the work week shall be any regular five (5) consecutive days per week, Saturdays, Sundays, and Holidays included. Schedules of work shall be prepared and used, and employees shall alternate in their tour of work.
2. The starting time for employees in this department shall be not earlier than 6:00 a.m. nor later than 8:00 a.m.
3. Ability being sufficient, an employee assigned by his supervisor to substitute for the Work Coordinator or to act as a temporary Work Coordinator of a crew, will be the employee Senior in the service of the COMPANY in that particular crew. An employee so assigned will receive two-dollar (\$2.00) per hour additional pay.

#### **I. CLASS "B" HELPERS**

1. Hours and working rules to be determined by departments to which Class "B" Helpers are assigned.

#### **J. LABORER - TEMPORARY**

1. Hours and working rules to be determined by departments to which temporary laborers are assigned.

#### **K. STORAGE FIELD OPERATOR**

1. The parties mutually agree to insert the Storage Field Operator (MOA) into the labor agreement. The top rate for this classification will be \$28.34 effective 7/1/16.

## 7.02 OVERTIME

- A. All time worked by an employee in any day which is outside of his regularly scheduled hours shall be paid at the applicable overtime rate. However, the COMPANY may establish additional shifts or change existing shifts without the payment of overtime as provided in Section 7.04 of this Article.
- B. The employee's first scheduled and second scheduled day off in any work week shall be considered his sixth (6th) day and his seventh (7th) day respectively. All work performed by an employee on his sixth (6th) day shall be paid for at one and one-half the straight time rate and all work performed on his seventh (7th) day shall be paid for at double time. At no time will the employee be paid more than time and one-half or double time respectively for any hours worked.
- C. Overtime shall be shared equally as far as is possible among employees in each work group or job classification, taking into account the qualifications required for the work to be done and availability of the employees at the time such work becomes necessary.

- 1. For the purpose only of measuring such overtime, the overtime record of employees shall be charged with:

- (a) Employees entering any work group or job classification shall be listed with an amount of overtime hours representing the average of the overtime hours of their new work group or job classification.

For employees entering the overtime group for the first time--  
The number of overtime hours worked by the other members of the group will be added and the total divided by the number of those employees. The result is the average number of hours that the new employee will be given.

For employees returning to the overtime group following an extended sick leave--

(1.) An employee who has been on paid or unpaid sick leave totaling 160 or more consecutive, regularly scheduled work hours will qualify to be averaged back in on their overtime list.

(2.) An employee who chooses to be averaged in must notify supervision during their work shift on the first day of their return to work.

(3.) The employee will be placed in the same position on the list that they were in at the time they started their leave.

- If they were at the bottom (least hours) or top (most hours) of the list when they left, they will be placed back in that position with the same number of hours between them and the next employee (either higher or lower) that existed at the time they left.
- If they were in another position on the list when they left they will be added back in that same position and given the average of the number of hours separating the employees they are

placed between. (Add the hours for the next higher employee and the next lower employee and divide by 2.)

(4.) Employees who do not qualify or who qualify but do not notify supervision of their desire to be averaged in will continue to have the number of overtime charged to them when they started their leave.

- (b) Employee will be charged the number of hours of overtime which he does not take advantage of when requested.
- 2. Updated lists of overtime shall be provided every two (2) weeks by the COMPANY.
- 3. Hours paid for at the overtime rate under Section 7.04 of this Article shall not be listed.
- 4. At the end of each year, the actual overtime hours worked (by each employee, in each classification) during that calendar year shall be multiplied by one-tenth (.10). This number will be used to determine the order for the new overtime list for the upcoming year, with the employee with the least hours being listed first. This number will also be considered the new "base hours" for the new list. Overtime to be posted in equivalent straight time hours.
- 5. Employees shall have a telephone number listed with the COMPANY which will be effective in reaching the employee. This will be considered a condition of availability in connection with the distribution of emergency overtime.
- 6. Employees shall not be required to lay off during the regularly scheduled forty (40) hours per week for overtime worked or to be worked.
- 7. If an employee is called in for emergency duty while off his regular tour of duty, then his time shall start when he receives said call.
  - (a) One (1) hour time at the applicable rate immediately preceding hours actually worked will be allowed in addition to hours actually worked, when an employee not on the job is notified more than one (1) hour in advance of a designated time to report for work, except if the hours actually worked are less than the applicable minimum hours then the applicable minimum hours only will be paid for.
  - (b) One (1) hour time at applicable rate will be allowed if an employee is scheduled for work at a time other than his regular work period and is cancelled without sufficient notice, unless cancellation is for reasons beyond the control of the COMPANY. Notice during his last working period prior to the reporting time or notice at least 24 hours prior to the reporting time shall be sufficient.
- 8. If an employee covered by this Agreement is called out for work at a time other than his regular work period, he shall be allowed a minimum of three (3) hours at applicable overtime rate as "Hours Worked" except that if he is called out before his regular starting time and works through his regular work period, then only the time actually worked shall be allowed. Work on call out will be confined as far as possible to emergency work. The minimum call-out is two (2) hours for those employees assigned

to service watch. The minimum for scheduled overtime is one hour for each trip from home to headquarters.

9. Employees who have worked sixteen (16) or more hours, in any twenty-four (24) hour period immediately prior to their next regular scheduled starting time, shall be entitled to eight (8) hours off duty before returning to work without loss of time on their next regular schedule, insofar as is consistent with law. If the time off duty, outlined above, ends within thirty (30) minutes of the scheduled end of an employee's regularly scheduled shift, the employee shall have no loss of pay for that scheduled day.

Employees who work unscheduled overtime during the eight (8) hours preceding their normal start time may elect, with supervisory approval which shall not be unreasonably denied, to delay their start time by the number of hours worked, without loss of straight time pay. This shall not apply to continuous overtime that starts within four (4) hours of an employee's regularly scheduled starting time and is continuous with that start time.

10. Employees required by the COMPANY to stand-by at home, or to notify the COMPANY where they can be reached, shall be compensated for this by the payment of straight time of four (4) hours for each eight (8) hours stand-by time or fraction thereof during the employee's normal work week; and for six (6) hours on the employee's sixth and seventh day as defined in Paragraph B of this Section and Holidays for each eight (8) hours or fraction thereof. If called out they shall be paid overtime for the hours actually worked at applicable overtime rate of pay in addition to stand-by pay.
11. The COMPANY may assign a service watch in Gas and Electric T & D - Evansville, and districts other than Evansville. Employees assigned to service watch will carry appropriate communications equipment and will take a Company vehicle home during off duty hours. No one employee will be assigned service watch for more than one calendar week at a time. Service Watch will be voluntary unless there are fewer volunteers than needed. Assignments should be made, or volunteers notified, by the end of the normal workday on the Wednesday prior to the start of the Service Watch rotation that begins on Friday (employees not on site on Wednesday, can be notified on Thursday), unless changes are necessary due to unforeseen circumstances. Then the low qualified person on the departmental overtime list will be assigned. If the assigned employee is still low on overtime after one week, service watch will go to the next qualified person on the overtime list. If there are more volunteers than needed, assignments will be rotated among volunteers in seniority order. In addition to overtime pay at the applicable rate if called out, employees on service watch will receive **\$300** per week additional pay.

For Utility Attendants, and other titles on Gas Service Watch in the districts other than Evansville, Service Watch calls will be assigned as follows: upon Company receipt of an emergency order, the Emergency Dispatch Center (EDC) will identify which scheduled Service Watch employee is a) closest to the emergency (via GPS calculated travel time) and b) available to be dispatched to the emergency order (not already engaged in an emergency or other excluded activity).

\*\*For the Utility Attendants in Evansville, the Company will agree, effective with the start of the new contract, to suspend the "2nd shift" for at least 18 months. If the Company has a business need to end the suspension of the 2<sup>nd</sup> shift, the Company agrees to meet and discuss with the Union, at least sixty days prior to implementation.

### **7.03 LUNCH PERIODS**

Employees will begin their lunch period at whatever location they may be. Although the Company will endeavor to adhere to a regular lunch period, it is understood that it may, from time to time, become necessary to move the starting time for lunch forward or backward for purposes of increased efficiency or customer service. Travel during lunch period from the work location for other than COMPANY business will be on employee's time. "Lunch period" shall be not less than thirty (30) minutes nor more than one (1) hour, whichever is applicable.

- A. Lunch period for non-shift employees, whose normal starting time is between the hours of 6:00 a.m. and 8:00 a.m. shall begin no earlier than four (4) hours nor later than five (5) hours after their reporting time. Lunch period shall be not less than thirty (30) minutes or more than one (1) hour. Lunch period is not included in time worked.
- B. Employees who are unable to begin their lunch period within the above time limits, and can be released to eat, may eat in a period not to exceed twenty (20) minutes and be paid for the time spent eating, or they may, if they desire, take a half hour or one hour whichever is their regular meal period and eat on their own time without pay.

### **7.04 SHIFTS**

The COMPANY may change shifts or establish additional or new shifts, temporary or permanent, in any department at any time and transfer any employee from one schedule of hours or days to another. When changing an existing shift or establishing a new permanent shift, a notice of not less than two (2) working days shall be given prior to the change of said existing shift or the establishment of any new shift or transfer of an employee from one schedule of hours or days to another. Failure to give such notice shall entitle such employee to his applicable overtime rate for the first eight (8) hours of such change. No changes are to be made for less than eight (8) hours.

When a temporary shift is established for a period of three (3) days or less the employee shall be paid for time worked on said temporary shift at applicable overtime rate of employee's base pay. If said temporary shift exceeds three (3) days the employee shall be paid for time worked on said temporary shift at his straight time rate of pay, plus the applicable night differential. Overhead line crews and employees in the Electric Meter Dept. may not be assigned to temporary shifts except during outage restoration periods exceeding seventy-two (72) hours.

### **7.05 SHIFT TRADES**

Employee requested shift-trades will be subject to the following conditions:

1. Requests for shift trades must be in writing to the affected employees' supervisors and/or department head not less than forty-eight (48) hours prior to the first hour affected by the trade, and management

approval or denial shall be communicated to the affected employees as soon as reasonably practicable thereafter.

2. Shift trades shall be for not less than one full shift, and not more than one workweek (5 working days), and shall be completed within one workweek.
3. There shall be no double shifts resulting from any trade.
4. There shall be no additional costs (overtime, penalty pay, etc.) resulting from any trade.
5. Employees trading shifts shall be in the same classification, unless a prior written agreement between the Company and Union exists authorizing such trade(s).

## **ARTICLE 8**

### **SENIORITY**

**8.01** Seniority as used herein is defined as the rights accruing to regular employees through length of service with the COMPANY and shall be computed from the first day of their continuous employment which entitles them to the preferences provided for in this Agreement. All seniority rights shall be forfeited following three (3) years' absence due to occupational injury, and two (2) years' absence due to lay-off or sick leave. For employees hired on or after July 1, 2025, in the event two (2) or more employees have the same Company Seniority date, the tie breaker shall be based on the employees' last four (4) digits of the employees' Social Security numbers, with the lowest number being the most senior and the highest being least senior. Social Security information shall be determined by Human Resources for privacy purposes.

**8.02** All new employees shall be considered on a probationary basis until they have actively worked nine (9) consecutive months. If retained after successfully completing the above nine (9) months requirements, such employees shall be considered regular employees.

**8.03** Appropriate seniority lists as determined by the UNION and the COMPANY, which shall be kept up to date, shall be posted on the bulletin board covering the employees working at each plant or departmental headquarters.

## **ARTICLE 9**

### **LAYOFF, RECALL AND VACANCIES**

**9.01** When it becomes necessary for the COMPANY to reduce its forces in a given job classification, in a given occupational group, affected employees will be removed from the given job classification in accordance with job classification seniority in the given job classification within the given occupational group, which means the last employee promoted to the given job classification in the given occupational group shall be the first to be removed, the next last employee shall be the second removed and so on. Such an affected employee shall then follow the layoff procedures as outlined in the layoff schedules in Article 20, and exercise his occupational group seniority in the given occupational group, which means he must replace an employee junior to him and with the least job classification seniority in the job classification in the given group to which the affected employee is entitled to be assigned. If two or more employees subject to being replaced have the same job classification seniority, the employee with the least occupational group

seniority shall be replaced first, and if the occupational group seniority is the same, then COMPANY seniority shall prevail.

**9.02** When it becomes necessary for the COMPANY to increase the work force in a given job classification in a given occupational group, those regular employees most recently demoted or released on account of curtailment of work in a given occupational group shall within two (2) years be the first to be promoted or re-employed in the given occupational group, being so promoted or re-employed in the reverse order of their recent demotion or release from that occupational group. To be re-employed under the provisions of this Section, an employee must be available for work within ten (10) days, must have sufficient qualifications, and must be physically qualified to return to work, and must have previously filed a written application to the COMPANY requesting an opportunity to return to work. When an employee is re-employed within two (2) years after his release, his seniority shall be restored to its status as of the date of this release. After two (2) years layoff an employee loses all previous seniority rights.

**9.03** An employee affected by the demotion, layoff, or rehiring provisions of this agreement who declines a job assignment properly offered under these provisions shall be considered to have voluntarily quit.

**9.04** Employees shall not be laid off or transferred while other employees, performing their types of work, are required to work beyond the hours per day or week now worked by the employees covered by this contract, unless done so by mutual agreement, emergency overtime excepted.

**9.05** Vacancies shall be filled and promotions shall be made in accordance with the promotion and apprenticeship schedule set up for each classification in the respective departments referred to in Article 19. When a vacancy occurs in a classification which, under the schedules referred to above, requires posting, then the COMPANY in filling such vacancy will consider seniority and ability, and ability being sufficient, seniority shall prevail. When considering promotions, the seniority of the candidate is to be determined by the length of service in the classification from which the candidate is being drawn. The candidate having the longest service in the classification in which the selection is being made will be considered as having seniority. If two candidates have equal seniority in the classification from which the selection is being made, then the employee whose total service with the COMPANY as determined by the COMPANY's payroll records is the longer shall be considered as having seniority.

- A. An employee who is promoted in accordance with this Section shall be given a reasonable opportunity (not to exceed one-hundred and twenty (120) days) to meet the job standards.
- B. When a vacancy occurs in a classification which, under the promotion and apprenticeship schedules set up for the respective departments referred to in Article 19, requires posting, the COMPANY shall post notice on the department bulletin boards, setting forth the classification, job duties and requirements, hours and days of work, starting time, and wage rate of the job to be filled. Employees desiring to apply for the job shall make application setting forth their qualifications, seniority, etc. Copies of the notices are to be filed with the Secretary of the Union by the COMPANY. Notices are to remain posted ten (10) days. Prior to filling any vacancy which is posted, the COMPANY will notify each unsuccessful bidder.
- C. In case any employee fails to make sufficient progress in any classification in the line of promotion schedule, the COMPANY shall notify the UNION in writing, setting out the facts with respect to the employee in question and the employee will remain in the classification then held until it is determined that he has sufficient qualifications to resume advancement in the promotion schedule. In case any employee fails to make sufficient progress in any step

in the apprenticeship schedule the COMPANY shall notify the UNION in writing, setting out the facts with respect to the employee in question, and the employee will remain in the step in the apprenticeship schedule then held until it is determined whether he has sufficient ability to resume and complete his apprenticeship training. If it is determined that he has insufficient ability to resume and complete his apprenticeship training then his employment with the COMPANY shall be terminated, unless the apprenticeship schedule is part of a promotion schedule in which case the employee may elect to be demoted and accept a job in the classification preceding the apprenticeship schedule in the line of promotion.

D. Any employee may elect to pass up a promotion in his promotion schedule without losing seniority in his classification.

**9.06** A promotion schedule and/or apprenticeship schedule is set up in Article 19 for each classification in the respective departments of the COMPANY. The COMPANY may select employees for the beginners step in any classification from employees in lower rated classifications which carry no seniority, or hire direct for such classification.

**9.07** An employee in a higher rated classification may make a written request to the COMPANY (the request shall be addressed to the superintendent of the department with a copy to the Director of Industrial Relations) for a job in a lower rated classification. In the request the employee shall clearly state his reasons for desiring a change in classification. If there is a job available in a lower classification, the COMPANY will consider such requests but reserves the right to approve or disapprove such request.

**9.08** Any meter reader seeking transfer to another department may write the Personnel Department outlining his desire and the department to which he wants to be transferred. The COMPANY will make every effort to arrange for meter readers to transfer to a beginning position in the desired department when a beginning position is vacant, providing applicant is qualified for the position in question.

## ARTICLE 10

### VACATIONS

**10.01** Effective January 1, 2023, all employees covered hereunder shall be entitled to vacations with pay in accordance with the following:

YEARS OF CONTINUOUS SERVICE WITH COMPANY	VACATION ELIGIBILITY DURING EACH PERIOD OF TWELVE (12) MONTHS
1 Year	10 Work Days (80 Hours)
5 Years	15 Work Days (120 hours)
10 Years	20 Work Days (160 hours)
15 Years	23 Work Days (184 hours)
20 Years	25 Work Days (200 Hours)

**10.02** The rate per hour of vacation pay shall be at the rate specified on the employee's rate slip at time such vacation starts. If requested, employees shall be paid their full vacation pay for the number of vacation days being taken on the last regular pay prior to the start of the vacation. Requests must be submitted before the end of the pay period for that pay.

**10.03** All vacation shall be taken on consecutive days except in such cases as the COMPANY and the employee agree on a different division of the vacation time.

**10.04** During the month of December each year, the COMPANY's Department Heads will ascertain from employees entitled to vacations their preferences as to vacation periods and shall, by February 1st, establish workable vacation schedules and post same on departmental bulletin boards. In establishing such vacation schedules, the COMPANY will respect the wishes of the employees senior in service with the COMPANY, as to the time of taking their vacations, insofar as the needs of the service will permit. Employees may split their total vacation days into as many increments as they have weeks of vacation. After the final vacation schedule has been posted on February 1, of each year, employees may request up to two (2) additional splits in available periods based upon departmental policy. However, in case an employee requests that his vacation period be split, then the seniority rights of such employee will be considered only with respect to the selection of one portion of his total vacation period. Employees may use one (1) day of vacation each year without counting it as a split for a bona fide emergency or to attend a funeral not covered by Article 12.03. The Company may require proof of bona fide emergency or funeral.

**10.05** Should the vacation schedule be changed without fifteen (15) days written notice to the employee affected, said employee shall receive time and one-half for working during said vacation period and may elect to draw in cash the amount due him in lieu of his vacation at a later date.

**10.06** Vacations shall not carry over from year to year. Vacation year shall be the calendar year.

**10.07** In the event of the death of any employee who has not received any or all of the vacation to which they are entitled as of the date of such death for the calendar year, the Company shall pay the equivalent remaining vacation to the surviving spouse of the employee. Upon the retirement or lay-off of any employee who has not received any or all of the vacation to which they are entitled as of the date of such retirement or lay-off for the calendar year, the Company shall pay the equivalent remaining vacation to the Union employee after their retirement or lay-off. An employee who voluntarily terminates their employment and who has not received any or all of the vacation to which they are entitled as of the date of such termination for the calendar year will be paid their vacation time to which they are entitled, if the employee gives at least fourteen (14) calendar days' notice in writing of such intention to resign. Any employee who is discharged for just cause from the Company will not be allowed any vacation time or pay for which they may be eligible at the time of their discharge.

**10.08** If an employee is on Short Term Disability at any time after October 1<sup>st</sup> until the end of the calendar year and does not have the ability to use their remaining annual vacation time, the employee shall have their unused vacation time paid out after December 31<sup>st</sup> of that year.

**10.09** Employees who want to buy vacation days must do so as part of the annual benefits enrollment process. Employees may buy 40 hours of vacation during the annual benefit enrollment process; if employees elect to buy vacation, they must buy the full 40 hours. After the information has been confirmed and finalized through the open enrollment process there can be no changes.

All regular vacation days provided under Article 10 for all employees in the department shall be scheduled before any additional purchased vacation days can be scheduled. No additional purchased vacation days shall interfere with another employee's regular vacation schedule.

Additional purchased vacation days will be scheduled from the remaining available time, by seniority, beginning with the most senior employee. Additional purchased days will be scheduled without regard to vacation splits.

## ARTICLE 11

### HOLIDAYS

**11.01** The following days shall be recognized as holidays: New Year's Eve, New Year's Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day, or the days on which they are observed.

For pay purposes however, in years when New Year's Day, Fourth of July and or Christmas Day fall on a Sunday, those classifications working a rotating shift schedule which rotates on Monday will observe the holiday on Sunday, regardless of the day it is designated to be observed by the Company. (As of the effective date of this agreement, this only applies to the Trouble Specialist classification, all Power Plant Operator classifications and the Brown Power Plant Coal & Yard Equipment Operator classifications).

For pay purposes however, in years when New Year's Day, Fourth of July and/or Christmas Day fall on Sunday, all non-rotating shift employees scheduled to work Sunday will be paid at the applicable overtime rate, when the company chooses to move the Holiday to Monday. For non-rotating shift employees in Power Supply, if the Company moves a Holiday from Saturday to Friday, employees who work on the Actual Holiday will be paid at 1.5x their normal rate for all scheduled hours.

Rotating shift personnel, who presently observe only their birthday, personal holiday and anniversary day as days off, may elect to observe the day before their birthday as a holiday in lieu of New Year's Eve and observe such holiday as a day off by the giving of at least 30 days' notice to their Supervisor in writing. For pay purposes of rotating shift personnel, when a holiday falls on a Thursday or Sunday, the built in overtime rate will be paid at double time.

Note: If Christmas Eve or New Year's Eve fall on a day not normally worked, the employee shall receive straight time pay for eight (8) hours.)

A. All employees who are not regularly scheduled to work on holidays shall be credited with straight time pay for eight (8) hours of such holidays. Employees shall have time off with regular straight time pay (eight hours) on holidays which fall upon their scheduled work days provided that they work their last regularly scheduled day before and first regularly scheduled day following the holidays or the day that they are observed. Employees on authorized leave with pay as defined in Article 12, or who can substantiate with a doctor's certificate that their illness prevented them from performing their regular duties, and any other information the Company may deem necessary, will be eligible for the holiday pay.

Employees scheduled to work on a recognized holiday who actually work on the holiday, or are on authorized leave with pay as defined in Article 12, or who can substantiate with a doctor's statement that they were unable to work due to illness or injury, will receive eight (8) hours regular straight time pay for the holiday. If required to work they will be paid on the basis of one and one-half times their regular straight time rate for all hours actually worked up to eight (8) hours, in addition to regular straight time pay for eight (8) hours allowance for the holiday. Any hours actually worked on a holiday within regularly scheduled hours for a period of less than eight (8) hours (with four hours' minimum allowance) shall be paid for at one and one-half times their regular straight time rate in addition to regular straight time pay for eight

(8) hours allowable for the holiday. However, if such hours worked are beyond the employee's regularly scheduled hours, then they shall be paid at double time. Straight time holiday pay credited an employee on a day other than his scheduled work day shall not be construed as an authorized absence under Article 12 in computing overtime.

B. Employees required to work on a holiday that is observed on their seventh (7th) day, as defined in Article 7, Section 7.02, Paragraph A, will be paid on the basis of two times their straight time rate for all hours worked on such holiday, in addition to regular straight time pay for eight (8) hours allowance for the holiday, with a minimum allowance of four (4) hours for hours' worked within regular scheduled hours.

C. The COMPANY will permit one (1) day leave of absence (8 hours at straight time pay) to allow an employee to observe his birthday and anniversary date with the COMPANY. If an employee's birthday or anniversary date with the COMPANY falls on a recognized holiday listed in Section 11.01 of this Article, the employee shall be allowed to observe his birthday or anniversary date with the COMPANY on the first work day following such holiday. If an employee's birthday or anniversary date with the COMPANY falls on a regular scheduled work day during the employee's vacation, he shall be entitled to an additional day off with straight time pay at the beginning or ending of his vacation and shall designate his choice at the same time he names his preference as to vacation period. Calendar showing holidays for all years of the contract can be found in Appendix.

D. Employees may elect to use their birthday and or anniversary date with the Company (Section c) as a Personal Holiday (Floating Day). If left on the actual day they fall, it will not count toward the total number allowed off for vacation purposes. (Same as 12 hour Shift MOA)

E. An employee may request to observe his birthday or anniversary during the pay period in which they fall including those that fall on their 6th or 7th day, subject to the following conditions and limitations:

1. The employee must notify the COMPANY of his election to celebrate the holiday upon a day other than the day of the holiday by written notice to the COMPANY to be received by the COMPANY at least fourteen (14) days in advance of the day upon which his regular holiday would fall, and

2. If the position in which the employee is working during the week of said holiday is a position which, in the judgment of the COMPANY, must be filled by substitution (the assignment of the position to another employee by way of overtime or otherwise), the cost and expense to the COMPANY of obtaining the services of a replacement employee for a day other than the employee's holiday shall be no greater than the cost and expense the COMPANY would have experienced if the employee had celebrated said holiday on its regular date. (This determination shall be made at the time work schedules are prepared for the week or period of time during which the employee's holiday falls, but not less than seven (7) days in advance of such holiday, and said determination shall be final notwithstanding subsequent events.)

F. The COMPANY will permit one (1) day leave of absence (8 hours at straight time pay) for an employee to observe a personal holiday during each contract year.

1. The employee must notify the COMPANY at least ten (10) days in advance of his election to observe the personal holiday and the COMPANY will either confirm or deny the date requested at least five (5) days in advance of the employee's election. The personal holiday in any case will be taken on a regular straight time day.

G. Should a holiday or the day on which it is observed occur on a regular scheduled work day during the employee's vacation, he shall be entitled to an additional day off with straight time pay at the beginning or ending of his vacation. When December 25 falls on a Sunday, the Company will evaluate those areas having personnel scheduled to work that day. If the Company determines that some employees may be excused, those employees will be allowed to observe the holiday on December 25 in lieu of the following day. A Power Supply employee in the classification of Repair Mechanic or Electrician whose regular work schedule involves both Good Friday and Easter Sunday may request to observe the Good Friday holiday on Easter Sunday and work on Friday as a regular work day at the regular straight time pay rate. All decisions involving these provisions concerning December 25 and Good Friday rest solely with the Company.

## **ARTICLE 12**

### **LEAVE OF ABSENCE**

Authorized absence with pay is to be considered as days worked. Such authorized absence with pay shall be construed to be days' paid for on straight time basis in sick leave, death leave, vacation and authorized holidays. Time spent by employees in committee meetings as outlined in Article 6, Section 6.02, Paragraph D, shall be considered as authorized absence.

#### **12.01 SICK LEAVE**

##### **Paid Sick Days**

Effective January 1, 2023 employees shall be covered by the Company's Paid Sick Day Policy, as outlined in the policy in effect on July 1, 2022.

The Company shall provide an annual grant of 56 hours of Paid Sick Days to Eligible Employees at the beginning of each benefit year. For employees hired after the start of the benefit year, the Company will grant a prorated amount of hours upon commencement of employment, calculated based on the employee's first date of employment. Paid Sick Days that remain unused at the end of the benefit year will be lost and will not carry over from one year to the next, unless otherwise required by applicable law.

Eligible Employees can use available Paid Sick Days beginning on their ninetieth (90<sup>th</sup>) calendar day of employment with the Company. Seasonal employees who have been rehired within twelve (12) calendar months can use available Paid Sick Days beginning on their date of rehire.

Employees may use Paid Sick Days in increments of one (1) hour.

When circumstances allow, employees should provide notice to their supervisor or manager as soon as they learn of the needs to use Paid Sick Days in accordance with the Policy.

If an employee uses Paid Sick Days for more than three (3) consecutive days, or there is suspected abuse, the Company may require a doctor's note or other verification of the employee's need for the absence.

Paid Sick Days may be used only during times that an Eligible Employee cannot work for the following reasons:

- A. An employee's existing health condition including a mental or physical illness, injury, or health condition; to allow an employee to obtain medical diagnosis, care, or treatment (including home care) for the same; or for an employee's need for preventive medical care or routine medical appointments, including pregnancy, childbirth, pre-natal visits, postpartum care, and dental visits;
- B. To allow an employee to care for their family member with an existing health condition including a mental or physical illness, injury, or health condition; to allow an employee's family member to obtain medical diagnosis, care, or treatment (including home care) for the same; or for an employee's family member who needs preventive medical care or routine medical appointments, including as described in the bullet above; and/or
- C. Other reasons required by a jurisdiction with a mandatory paid sick time law if an employee is scheduled to work in that jurisdiction.

**Family Member.** For purposes of this Policy, "family member" means the employee's spouse, domestic partner or equivalent designation, child, parent, sibling, grandparent, grandchild, and any other "family member" identified by applicable law.

For any illness that occurs between July 1, 2022 and December 31, 2022; the terms of the July 1, 2019 through June 30, 2022 labor agreement shall apply.

#### Short Term Disability

Effective January 1, 2023, employees shall be eligible for the Company's plan to pay for all non-occupational absences beginning the eighth day after the date the employee is certified unable to perform the duties of their classification as referenced in the following schedule, pursuant to the Company's plan in effect on July 1, 2022:

Years of Service	Gross Disability Payments at 100% of Pay	Gross Disability Payments at 66 2/3% of Pay
From hire date through first 12 months of employment	40 hours	960 hours
Following 1 <sup>st</sup> anniversary through the following December 31	80 hours	920 hours
Effective January 1 or the year of 2 <sup>nd</sup> anniversary	200 hours	800 hours
Effective January 1 or the year of 3 <sup>rd</sup> anniversary	440 hours	560 hours
Effective January 1 or the year of 4 <sup>th</sup> anniversary	680 hours	320 hours
Effective January 1 or the year of 15 <sup>th</sup> anniversary	920 hours	80 hours
Effective January 1 or the year of 20 <sup>th</sup> anniversary	1,000 hours	0 hours

An employee absent from duty due to sickness will continue to accumulate seniority in his classification for a period of six (6) months, seniority will be retained but not accumulated for absence due to sickness exceeding six (6) months and up to two (2) years. Any employee absent for more than two (2) years due to sickness will forfeit all seniority rights within his classification.

## **12.02 HOSPITALIZATION OF RELATIVE**

Effective January 1, 2023, employees may utilize Paid Sick Days, as outlined in Section 12.01, to care for a relative.

For any event that occurs between July 1, 2022 and December 31, 2022; the terms of the July 1, 2019 through June 30, 2022 labor agreement shall apply.

## **12.03 DEATH LEAVE**

Leave of absence at straight time pay will be allowed by the Company when a death occurs in the employee's immediate family, namely, spouse, child, step-child, grandchild, parent, step-parent, sister, brother, mother-in-law, and father-in-law. The leave of absence under these conditions will be three (3) working days. However, the day of the funeral will be allowed at straight time pay if it occurs outside of this three (3) day period. A leave of absence of a maximum of one (1) day at straight time pay will be allowed by the Company for an employee to attend the funeral of a grandparent, unless the grandparent resides in the employee's household, then three (3) days will apply. The employee is eligible for the previously mentioned leave of absence for three (3) weeks after the death occurs.

## **12.04 JURY DUTY**

Regular employees who are called upon for jury duty by either the State or Federal Courts and who, by virtue of such duty, lose time from work, shall receive, for each day of such jury duty the difference between the employee's straight time hourly base pay rate for eight (8) hours and the daily jury fee received, subject to the following conditions:

- A. If such employee is scheduled to work the 4:00 p.m. to 12:00 p.m. shift (afternoon shift) on the day in question and is dismissed by the court prior to 12:00 noon of that day, he will not be considered as having performed any jury duty on that day and consequently, will be compensated only for time actually worked on such shift.
- B. If such employee is scheduled for the 12:00 p.m. to 8:00 a.m. shift (night shift) and is required to report for jury duty on the day on which such shift ends, he will be excused from such shift and will receive pay therefore as above provided.

Each such employee in order to receive payment as above provided must furnish proof satisfactory to the COMPANY of jury service.

- C. If a day shift employee is called for jury duty and is released four (4) hours or less prior to the end of his normal shift, he will receive eight (8) hours pay less the daily jury fee. If the employee is released more than four (4) hours prior to the end of his normal shift, he shall

return to work for the remainder of his shift. In order to receive pay, the employee must provide a document from the court showing the dates served and the time released for each day of jury duty.

## **12.05 PERSONAL REASON LEAVE**

Leave of absence for personal reasons not to exceed thirty (30) days may be granted to an employee by the department superintendent upon written request presented by the employee to the employee's immediate supervisor and seniority shall accumulate during such leave.

Extensions may be granted for an additional period up to five (5) months with the written approval of the General Superintendent, and seniority shall be retained but not accumulated during this extension.

- A. In case of leave of absence of over sixty (60) days employees shall be permitted to return to work only if they are physically qualified to do so.
- B. No leave of absence will be granted for an employee to work elsewhere on a trial basis.
- C. When an employee is granted a leave of absence for personal reasons, his Group Life Insurance (noncontributory and contributory) will be continued in effect for a period not to exceed three (3) months, on the condition he is not employed by others during his absence and further, that the employee pays his contribution towards the cost of his contributory insurance for the period of his absence.
- D. If the leave of absence extends beyond the three (3) month period, the insurance will be cancelled at the end of the three (3) month period.
- E. If the insurance is cancelled and the employee returns to work within a period of six (6) months from the date of the beginning of his leave of absence, his Group Life Insurance will be reinstated.

## **12.06 MILITARY SERVICE LEAVE**

Employees in the military service shall be returned to their former positions with accumulated seniority when eligible for honorable discharge, provided they apply for reinstatement within ninety (90) days thereafter, and providing they are able to perform their former duties.

## **12.07 OCCUPATIONAL ACCIDENT LEAVE**

In the event any regular employee is absent from work one (1) or more consecutive scheduled working days because of occupational accident, beginning with the first scheduled working day, the employee will be paid 80% of his regular rate of pay less the amount of compensation payments paid the employee by the COMPANY under the Indiana Worker's Compensation Act for his regularly scheduled hours as determined by his normal work schedule, for a period not to exceed fifty-two (52) weeks regardless of his length of service with the COMPANY. If an employee has scheduled vacation at the end of the year and is unable to

take the vacation due to occupational injury, he will receive 100% of his regular take-home pay less compensation benefits for such scheduled vacation period only.

The employee will be compensated on the above basis for each occupational accident. However, such payments shall cease when the employee is physically fit to return to work, and his workmen's compensation payments under the Indiana Worker's Compensation Act terminates, or the employee is awarded a lump sum settlement, or granted an award for either permanent or partial impairment. All seniority rights shall be forfeited following three (3) years' absence due to occupational injury.

## ARTICLE 13

### UNION MEETINGS

Any employee who wishes to be absent from duty because of UNION committee meeting, other than those provided for in Article 6, Section 6.02, Paragraph D and Section 6.03, shall request his supervisor for such absence seven (7) days in advance of such meetings in order that substitution can be arranged for by the COMPANY. If the employee can be spared from duty he shall be allowed to absent himself for the period required and shall receive no pay during such absence.

## ARTICLE 14

### SAFETY

**14.01** The present Safety Rules set up by the COMPANY and the State must be strictly adhered to by both the employees and the COMPANY. A representative of the UNION shall be appointed to attend the meetings of the Safety Council, where safety rules and regulations are discussed and formulated. Proposed changes in safety rules and regulations shall be submitted to the UNION before becoming effective. Only standard tests, set up and used by recognized State and Local authorities, will be used in testing COMPANY drivers.

**14.02** Employees will be advised and instructed where major changes in apparatus, wiring or procedure are made which affect operations.

**14.03** At no time will an employee be required to perform any hazardous task outside his classification.

**14.04** At all times there must be two (2) qualified workmen working together on live primaries and on electrical equipment of 2300 volts or higher. This is not to interfere with the present practice of having one Trouble Specialist on duty at any time.

**14.05** Safety glasses will be furnished to employees whose work requires them to do electric welding under the following conditions: (1) upon written request to his supervisor, (2) that the employee furnish his supervisor an oculist's lens prescription in writing, (3) that such safety glasses are COMPANY property and are to be used only for COMPANY work.

**14.06** Except as provided for in Article 16C, Note (1), the present practice of working energized conductors with rubber gloves shall be continued.

**14.07** Apprentice Line Specialists with less than two (2) years of service work shall not be allowed to work on live lines or equipment over 480 volts. Apprentice Line Specialists with more than two (2) years of service work shall be allowed to work on live lines and equipment over 480 volts providing they are assisting a Line Specialist.

## **ARTICLE 15**

### **WEATHER**

**15.01** The COMPANY will not require employees to do construction or maintenance work out-of-doors during inclement weather unless such work is necessary to protect life or property or maintain service to the public. Employees reporting to their regularly designated time and place to perform their work will not be laid off due to inclement weather but will be assigned to other duties.

**15.02** The "Cycle of billings" method requires that the COMPANY's customers be billed regardless of weather conditions. However, the COMPANY desires to be fair in this matter and will give due consideration to unusual weather conditions for meter readers in Evansville.

## **ARTICLE 16**

### **WAGE RATES AND CLASSIFICATIONS**

The purpose of this Article is to show the rates of pay for each job classification only and is not for the purpose of stipulating seniority, lines of promotion or layoff schedules. Lines of promotion are stipulated in Article 19. The layoff schedule with attendant notes for all occupational groups are stipulated in Article 20.

**16.01** The classifications and wage rates for the employees covered by this Agreement shall be as set out hereinafter, and the wage rates shall become effective as noted. Any reference to gender is understood to include both sexes.

#### **A. Culley – Brown**

<b>Operations</b>	<b>7/1/2025</b>	<b>7/1/2026</b>	<b>7/1/2027</b>	<b>7/1/2028</b>
*Relief Operator (1)	52.13	53.82	55.57	57.38
*Control Operator (1)	50.73	52.38	54.08	55.84
*Equip. Operator - After Six Months (1)	46.39	47.90	49.46	51.07
*Equip. Operator - First Six Months (1)	44.25	45.69	47.17	48.70
*Aux. Equip. Operator - After Two Years (1)	41.65	43.00	44.40	45.84
*Aux. Equip. Operator - 4th Six Months (1)	39.12	40.39	41.70	43.06
*Aux. Equip. Operator - 3rd Six Months (1)	36.68	37.87	39.10	40.37
*Aux. Equip. Operator - 2nd Six Months (1)	34.31	35.43	36.58	37.77
*Aux. Equip. Operator - 1st Six Months (1)	27.96	28.87	29.81	30.78
*Gas Turbine Tech -Relief	52.15	53.84	55.59	57.40
*Gas Turbine Tech – After Two Years	51.06	52.72	54.43	56.20
*Gas Turbine Tech – 4th Six Months	47.94	49.50	51.11	52.77
*Gas Turbine Tech – 3 <sup>rd</sup> Six Months	44.95	46.41	47.92	49.48

*Gas Turbine Tech – 2 <sup>nd</sup> Six Months	42.04	43.41	44.82	46.28
*Gas Turbine Tech – 1 <sup>st</sup> Six Months	34.28	35.39	36.54	37.73
<b>Coal Handling</b>	<b>7/1/2025</b>	<b>7/1/2026</b>	<b>7/1/2027</b>	<b>7/1/2028</b>
C&Y Equip. Operator (2)	44.91	46.37	47.88	49.44
C&Y Equip. Operator - 6th Six Months (2)	43.07	44.47	45.92	47.41
C&Y Equip. Operator - 5th Six Months (2)	41.55	42.90	44.29	45.73
C&Y Equip. Operator - 4th Six Months (2)	40.07	41.37	42.71	44.10
C&Y Equip. Operator - 3rd Six Months (2)	38.82	40.08	41.38	42.72
C&Y Equip. Operator - 2nd Six Months (2)	37.50	38.72	39.98	41.28
C&Y Equip. Operator - 1st Six Months (2)	34.59	35.71	36.87	38.07
<b>Maintenance</b>	<b>7/1/2025</b>	<b>7/1/2026</b>	<b>7/1/2027</b>	<b>7/1/2028</b>
Repair Mechanic	48.13	49.69	51.30	52.97
Repair Mechanic Appr - 8th Six Months	46.56	48.07	49.63	51.24
Repair Mechanic Appr - 7th Six Months	44.85	46.31	47.82	49.37
Repair Mechanic Appr - 6th Six Months	43.25	44.66	46.11	47.61
Repair Mechanic Appr - 5th Six Months	41.87	43.23	44.63	46.08
Repair Mechanic Appr - 4th Six Months	40.30	41.61	42.96	44.36
Repair Mechanic Appr - 3rd Six Months	39.09	40.36	41.67	43.02
Repair Mechanic Appr - 2nd Six Months	37.77	39.00	40.27	41.58
Repair Mechanic Appr - 1st Six Months	35.08	36.22	37.40	38.62
Janitor - After Two Years	35.59	36.75	37.94	39.17
Janitor - 4th Six Months	33.00	34.07	35.18	36.32
Janitor - 3rd Six Months	30.36	31.35	32.37	33.42
Janitor - 2nd Six Months	27.75	28.65	29.58	30.54
Janitor - 1st Six Months	20.86	21.54	22.24	22.96
<b>Plant Efficiency Department - Laboratory</b>	<b>7/1/2025</b>	<b>7/1/2026</b>	<b>7/1/2027</b>	<b>7/1/2028</b>
Laboratory Technician (1)	41.87	43.23	44.63	46.08
Laboratory Technician - 4th Six Months	39.42	40.70	42.02	43.39
Laboratory Technician - 3rd Six Months	37.30	38.51	39.76	41.05
Laboratory Technician - 2nd Six Months	35.08	36.22	37.40	38.62
Laboratory Technician - 1st Six Months	32.92	33.99	35.09	36.23

NOTES: \*Where an asterisk is shown opposite a classification, there shall be added to the wage rate a **sixty** cents (.60) per hour rotating shift differential. This **sixty** cents (.60) per hour will be applied to all hours paid for. However, any employee assigned to a non-rotating shift shall not receive the above rotating shift differential.

(1) May be required to work in maintenance crew (while the station or unit is down for inspection, maintenance, or emergency repairs) or do other related work at the plant as assigned by the Plant Superintendent. It is also understood that when the generating units still in operation during an outage involve both control boards, as their direct source of control, and there is a control operator normally assigned to each board, neither of the two operators will be considered excess personnel during such outage.

These classifications will be required to operate and maintain coal handling and yard equipment. May be required to work in maintenance crew or do other related work and will not receive substitution pay as provided for in Section 16.03 and Section 16.04 when working on coal handling equipment or coal bunkers.

## B. Electrical, Maintenance and Construction -

Power Supply	7/1/2025	7/1/2026	7/1/2027	7/1/2028
Electrician - Wk Coord	53.47	55.21	57.00	58.85
Electrician	49.98	51.60	53.28	55.01
Appr. Electrician - 8th Six Months	46.15	47.65	49.20	50.80
Appr. Electrician - 7th Six Months	44.57	46.02	47.52	49.06
Appr. Electrician - 6th Six Months	43.25	44.66	46.11	47.61
Appr. Electrician - 5th Six Months	41.87	43.23	44.63	46.08
Appr. Electrician - 4th Six Months	40.55	41.87	43.23	44.63
Appr. Electrician - 3rd Six Months	39.59	40.88	42.21	43.58
Appr. Electrician - 2nd Six Months	38.98	40.25	41.56	42.91
Appr. Electrician - 1st Six Months	36.05	37.22	38.43	39.68

**C. Electric Transmission, Distribution and Construction -**

<b>Evansville and Districts Other Than Evansville</b>	<b>7/1/2025</b>	<b>7/1/2026</b>	<b>7/1/2027</b>	<b>7/1/2028</b>
Cable Splicer Wk Coord	54.28	56.04	57.86	59.74
Cable Splicer	50.73	52.38	54.08	55.84
Cable Splicer Appr. – 8th Six Months	46.15	47.65	49.20	50.80
Cable Splicer Appr. – 7th Six Months	44.56	46.01	47.51	49.05
Cable Splicer Appr. – 6th Six Months	42.22	43.59	45.01	46.47
Cable Splicer Appr. – 5th Six Months	41.87	43.23	44.63	46.08
Cable Splicer Appr. – 4th Six Months	40.55	41.87	43.23	44.63
Cable Splicer Appr. – 3rd Six Months	39.59	40.88	42.21	43.58
Cable Splicer Appr. – 2nd Six Months	38.96	40.23	41.54	42.89
Cable Splicer Appr. – 1st Six Months	37.89	39.12	40.39	41.70
Energy Delivery Electrician- Wk Coord	53.47	55.21	57.00	58.85
Energy Delivery Electrician	49.98	51.60	53.28	55.01
Energy Delivery Electrician Appr. -8 <sup>th</sup> Six Months	46.15	47.65	49.20	50.80
Energy Delivery Electrician Appr.-7 <sup>th</sup> Six Months	44.57	46.02	47.52	49.06
Energy Delivery Electrician Appr .-6 <sup>th</sup> Six Months	43.25	44.66	46.11	47.61
Energy Delivery Electrician Appr. -5 <sup>th</sup> Six Months	41.87	43.23	44.63	46.08
Energy Delivery Electrician Appr. -4 <sup>th</sup> Six Months	40.55	41.87	43.23	44.63
Energy Delivery Electrician Appr. -3 <sup>rd</sup> Six Months	39.59	40.88	42.21	43.58
Energy Delivery Electrician Appr. -2 <sup>nd</sup> Six Months	38.98	40.25	41.56	42.91
Energy Delivery Electrician Appr. -1 <sup>st</sup> Six Months	36.05	37.22	38.43	39.68
*Trouble Specialist	53.30	55.03	56.82	58.67
First Cl. Line Specialist – Work Coordinator	53.31	55.04	56.83	58.68
First Cl. Line Specialist - Work Coord./GL	56.41	58.24	60.13	62.08
First Cl. Line Specialist/GL	52.73	54.44	56.21	58.04
First Cl. Line Specialist (!)	N/A	N/A	N/A	N/A
Line Specialist Appr. - 8th Six Months	47.16	48.69	50.27	51.90
Line Specialist Appr. - 7th Six Months	45.56	47.04	48.57	50.15
Line Specialist Appr. - 6th Six Months	44.26	45.70	47.19	48.72
Line Specialist Appr. - 5th Six Months	42.94	44.34	45.78	47.27
Line Specialist Appr - 4th Six Months	40.55	41.87	43.23	44.63
Line Specialist Appr. - 3rd Six Months	39.59	40.88	42.21	43.58
Line Specialist Appr. - 2nd Six Months	38.98	40.25	41.56	42.91

Line Specialist Appr. - 1st Six Months	37.89	39.12	40.39	41.70
Ground Attendant - After Three Years	38.29	39.53	40.81	42.14
Ground Attendant - 6th Six Months	36.63	37.82	39.05	40.32
Ground Attendant - 5th Six Months	34.86	35.99	37.16	38.37
Ground Attendant - 4th Six Months	33.11	34.19	35.30	36.45
Ground Attendant - 3rd Six Months	31.37	32.39	33.44	34.53
Ground Attendant - 2nd Six Months	29.58	30.54	31.53	32.55
Ground Attendant - 1st Six Months	23.04	23.79	24.56	25.36
General Repair Specialist	49.98	51.60	53.28	55.01
Line Clearance Specialist/Work Coordinator	44.79	46.25	47.75	49.30
Line Clearance Specialist - After Three Years	42.62	44.01	45.44	46.92
Line Clearance Specialist - 6th Six Months	41.57	42.92	44.31	45.75
Line Clearance Specialist - 5th Six Months	40.59	41.91	43.27	44.68
Line Clearance Specialist - 4th Six Months	39.59	40.88	42.21	43.58
Line Clearance Specialist - 3rd Six Months	38.66	39.92	41.22	42.56
Line Clearance Specialist - 2nd Six Months	37.55	38.77	40.03	41.33
Line Clearance Specialist - 1st Six Months	36.61	37.80	39.03	40.30
Ground-Utility Attendant	43.14	44.54	45.99	47.48
Trouble and Service Specialist	53.30	55.03	56.82	58.67

#### ELECTRIC TRANSMISSION, DISTRIBUTION AND CONSTRUCTION

\*Where an asterisk is shown opposite a classification, there shall be added to the wage rate a **sixty** cents (.60/) per hour rotating shift differential. This **sixty** cents (.60/) per hour will be applied to all hours paid for. However, any employee assigned to a non-rotating shift shall not receive the above rotating shift differential.

(1) All Apprentices will receive gloving training in the 5th Six Months of the apprenticeship and will receive the gloving premium for all hours worked beginning with the 6th Six Months. The premium is included in the rates shown for 6th, 7th and 8th Six Months.

<b>D. Electric Meter Department</b>	<b>7/1/2025</b>	<b>7/1/2026</b>	<b>7/1/2027</b>	<b>7/1/2028</b>
Chief Meter Specialist	49.98	51.60	53.28	55.01
Primary Meter Specialist	47.35	48.89	50.48	52.12
Meter Specialist and Polyphase Tester	41.87	43.23	44.63	46.08
Meter Specialist Appr. - 6th Six Months	39.53	40.81	42.14	43.51
Meter Specialist Appr. - 5th Six Months	38.27	39.51	40.79	42.12
Meter Specialist Appr. - 4th Six Months	37.30	38.51	39.76	41.05
Meter Specialist Appr. – 3rd Six Months	36.05	37.22	38.43	39.68
Meter Specialist Appr. - 2nd Six Months	35.12	36.26	37.44	38.66
Meter Specialist Appr. - 1st Six Months	32.92	33.99	35.09	36.23

<b>E. Gas Transmission, Distribution and Construction</b>	<b>7/1/2025</b>	<b>7/1/2026</b>	<b>7/1/2027</b>	<b>7/1/2028</b>
Storage Field Operator	43.14	44.54	45.99	47.48
Storage Field Appr 8th 6 mos Months	41.93	43.29	44.70	46.15
Storage Field Appr 7th 6 mos Months	40.72	42.04	43.41	44.82
Storage Field Appr 6th 6 mos Months	39.50	40.78	42.11	43.48
Storage Field Appr 5th 6 mos Months	37.70	38.93	40.20	41.51
Storage Field Appr 4th 6 mos Months	35.90	37.07	38.27	39.51
Storage Field Appr 3rd 6 mos Months	33.30	34.38	35.50	36.65

Storage Field Appr 2nd 6 mos Months	30.67	31.67	32.70	33.76
Storage Field Appr 1st 6 mos Months	29.37	30.32	31.31	32.33

<b>Construction and Maintenance</b>	<b>7/1/2025</b>	<b>7/1/2026</b>	<b>7/1/2027</b>	<b>7/1/2028</b>
Fitter – Work Coordinator	46.15	47.65	49.20	50.80
Fitter	43.14	44.54	45.99	47.48
Fitter Apprentice - 6th Six Months	41.93	43.29	44.70	46.15
Fitter Apprentice - 5th Six Months	40.72	42.04	43.41	44.82
Fitter Apprentice - 4th Six Months	39.50	40.78	42.11	43.48
Fitter Apprentice - 3rd Six Months	37.70	38.93	40.20	41.51
Fitter Apprentice - 2nd Six Months	35.90	37.07	38.27	39.51
Fitter Apprentice - 1st Six Months	33.30	34.38	35.50	36.65
Fitter's Helper - 2nd 6 Months	30.67	31.67	32.70	33.76
Fitter's Helper - 1st Six Months	29.37	30.32	31.31	32.33

	<b>7/1/2025</b>	<b>7/1/2026</b>	<b>7/1/2027</b>	<b>7/1/2028</b>
Measurement & Regulation Specialist	44.96	46.42	47.93	49.49
Measurement & Regulation Apprentice 6th 6 Months	41.92	43.28	44.69	46.14
Measurement & Regulation Apprentice 5th 6 Months	40.70	42.02	43.39	44.80
Measurement & Regulation Apprentice 4th 6 Months	39.52	40.80	42.13	43.50
Measurement & Regulation Apprentice 3rd 6 Months	37.69	38.91	40.17	41.48
Measurement & Regulation Apprentice 2nd 6 Months	35.89	37.06	38.26	39.50
Measurement & Regulation Apprentice 1st 6 Months	33.30	34.38	35.50	36.65

<b>Other Operations</b>	<b>7/1/2025</b>	<b>7/1/2026</b>	<b>7/1/2027</b>	<b>7/1/2028</b>
Meter Prover	43.02	44.42	45.86	47.35
Utility Attendant	43.14	44.54	45.99	47.48
Meter Mechanic	41.87	43.23	44.63	46.08
Meter Mechanic Helper - After One Year	39.01	40.28	41.59	42.94
Meter Mechanic Helper - 2nd Six Months	37.77	39.00	40.27	41.58
Meter Mechanic Helper - 1st Six Months	35.08	36.22	37.40	38.62
Data Collection Driver	24.10	24.88	25.69	26.52

<b>F. Buildings and Grounds</b>	<b>7/1/2025</b>	<b>7/1/2026</b>	<b>7/1/2027</b>	<b>7/1/2028</b>
Service Specialist	43.01	44.41	45.85	47.34
Yard Specialist - After Two Years	36.93	38.13	39.37	40.65
Yard Specialist - 4th Six Months	34.34	35.46	36.61	37.80
Yard Specialist - 3rd Six Months	31.62	32.65	33.71	34.81
Yard Specialist - 2nd Six Months	28.87	29.81	30.78	31.78
Yard Specialist - 1st Six Months	21.66	22.36	23.09	23.84
Janitor - After Two Years	34.34	35.46	36.61	37.80
Janitor - 4th Six Months	31.80	32.83	33.90	35.00
Janitor - 3rd Six Months	29.34	30.29	31.27	32.29

Janitor - 2nd Six Months	26.77	27.64	28.54	29.47
Janitor - 1st Six Months	20.16	20.82	21.50	22.20
<b>G. Garage</b>	<b>7/1/2025</b>	<b>7/1/2026</b>	<b>7/1/2027</b>	<b>7/1/2028</b>
Master Mechanic*	48.65	50.23	51.86	53.55
Mechanic	45.43	46.91	48.43	50.00
Mechanic Appr. - 8th Six Months	43.37	44.78	46.24	47.74
Mechanic Appr. - 7th Six Months	41.50	42.85	44.24	45.68
Mechanic Appr. - 6th Six Months	40.57	41.89	43.25	44.66
Mechanic Appr. - 5th Six Months	38.31	39.56	40.85	42.18
Mechanic Appr. - 4th Six Months	36.93	38.13	39.37	40.65
Mechanic Appr. - 3rd Six Months	35.59	36.75	37.94	39.17
Mechanic Appr. - 2nd Six Months	34.98	36.12	37.29	38.50
Mechanic Appr. - 1st Six Months	33.90	35.00	36.14	37.31
Cl. "B" Helper - After Two Years	34.59	35.71	36.87	38.07
Cl. "B" Helper - 4th Six Months	32.13	33.17	34.25	35.36
Cl. "B" Helper - 3rd Six Months	29.58	30.54	31.53	32.55
Cl. "B" Helper - 2nd Six Months	27.07	27.95	28.86	29.80
Cl. "B" Helper - 1st Six Months	20.31	20.97	21.65	22.35
<b>H. Stores Department - General Storeroom and Power Plants</b>	<b>7/1/2025</b>	<b>7/1/2026</b>	<b>7/1/2027</b>	<b>7/1/2028</b>
Material Specialist	39.53	40.81	42.14	43.51
Material Specialist Helper - 3rd Six Months	37.30	38.51	39.76	41.05
Material Specialist Helper - 2nd Six Months	36.24	37.42	38.64	39.90
Material Specialist Helper - 1st Six Months	34.71	35.84	37.00	38.20
<b>I. Meter Readers – Evansville</b>	<b>7/1/2025</b>	<b>7/1/2026</b>	<b>7/1/2027</b>	<b>7/1/2028</b>
Meter Reader - After Three Years	37.52	38.74	40.00	41.30
Meter Reader - 6th Six Months	35.38	36.53	37.72	38.95
Meter Reader - 5th Six Months	33.15	34.23	35.34	36.49
Meter Reader - 4th Six Months	30.97	31.98	33.02	34.09
Meter Reader - 3rd Six Months	28.76	29.69	30.65	31.65
Meter Reader - 2nd Six Months	26.49	27.35	28.24	29.16
Meter Reader - 1st Six Months	20.16	20.82	21.50	22.20
<b>J. Collectors</b>	<b>7/1/2025</b>	<b>7/1/2026</b>	<b>7/1/2027</b>	<b>7/1/2028</b>
Collector - After Two Years	25.30	26.12	26.97	27.85
Collector - 4th Six Months	24.94	25.75	26.59	27.45
Collector - 3rd Six Months	24.39	25.18	26.00	26.85
Collector - 2nd Six Months	23.80	24.57	25.37	26.19
Collector - 1st Six Months	19.34	19.97	20.62	21.29
<b>K. General All Departments Other Than Gas Transmission and Distribution</b>	<b>7/1/2025</b>	<b>7/1/2026</b>	<b>7/1/2027</b>	<b>7/1/2028</b>
Cl. "B" Helper - After Two Years	34.59	35.71	36.87	38.07
Cl. "B" Helper - 4th Six Months	32.13	33.17	34.25	35.36

Cl. "B" Helper - 3rd Six Months	29.58	30.54	31.53	32.55
Cl. "B" Helper - 2nd Six Months	27.07	27.95	28.86	29.80
Cl. "B" Helper - 1st Six Months	20.31	20.97	21.65	22.35
<b>L. General - All Departments</b>	<b>7/1/2025</b>	<b>7/1/2026</b>	<b>7/1/2027</b>	<b>7/1/2028</b>
Labor-Temporary (May through September Only)	19.39	20.02	20.67	21.34

## **Work Coordinator**

The Work Coordinator will be determined by posting an interest list for ten (10) calendar days. To qualify, the employee must have been a **COMPANY** employee and **have been** a journeyman lineman, **electrician**, **cable splicer** or fitter for at least three (3) years. A twenty point system will be utilized to determine the position of Work Coordinator as follows:

- Operating Center Department Seniority will account of a maximum of five points.
  - 5 years or less 1 point
  - 6 – 10 years 2 points
  - 11 – 15 years 3 points
  - 16 – 20 years 4 points
  - 21 years or more 5 points
- Absence (non-FMLA past 12 months) will account for a maximum of five points.
  - 3 or less unexcused days 1 point
  - 2 or less unexcused days 3 points
  - 1 or less unexcused days 5 points
- Overtime response (past 12 months) will account for a maximum of five points.
  - Less than 20% 1 point
  - 20% – 32.9% 2 points
  - 33% - 40% 3 points
  - 40.1% – 50% 4 points
  - Over 50% 5 points
- Discipline (documented instances of discipline in the past 2 years) will account for a maximum of five points.
  - 2 Discipline 1 point
  - 1 Discipline 3 points
  - No discipline 5 points

**If multiple candidates have the same, highest score, the more senior candidate shall be selected for the Work Coordinator position.**

All new Work Coordinators shall have six (6) month trial period. If a Work Coordinator is determined to have unsatisfactory performance during the six (6) month trial period, they will be

returned to their former role without loss of seniority. The Company shall notify the Union in writing, setting out the facts with respect to the employee in question.

**16.02** Except as provided in Article 7, Section 7.04 of the Agreement and excepting employees receiving a rotating shift differential, a premium of sixty cents (.60) per hour will be paid when the majority of hours worked on any permanent shift or permanent eight (8) hour tour of duty fall between the hours of 4:00 p.m. and 12:00 midnight and a premium of sixty cents (.60) per hour will be paid when the majority of hours worked on any permanent shift or permanent eight (8) hour tour of duty fall between the hours of 12:00 midnight and 8:00 a.m.

**16.03** Any employee except those regularly classified as relief, temporarily relieving or substituting for another employee with a higher rate of pay for a period of two (2) hours or more shall receive the higher rate of pay therefore, and an employee temporarily assigned to a lower classification shall receive his regular rate of pay while so engaged.

**16.04** Any employee who substitutes more than thirty (30) continuous days in a higher classification shall receive the higher rate of pay for the classification for any ensuing authorized absence, as defined in Article 12.

**16.05** Any employee assigned by his supervisor to substitute for the foreman, or to act as a temporary foreman, shall receive two dollars (\$2.00) per hour additional pay.

**16.06** In classifications where starting rates are shown, an inexperienced worker shall not reach the top wage bracket within one (1) year except in the case of Ground Attendants promoted to Line Specialist apprentices, who shall be credited with previous service up to a maximum of one (1) year.

**16.07** Payroll computation period is defined as beginning at 12:01 a.m. Monday and ending at 12:00 p.m. the following Sunday.

**16.08** Wages shall be paid every two weeks on Friday, except when Friday is a legal or bank holiday and then pay day shall be on a Thursday before.

Employees will be paid by direct deposit into a bank account. Each employee will establish and maintain an appropriate bank account for that purpose and will provide the necessary information to the Company.

**16.09** Due to the nature of their work, the wages of employees who are listed in Appendix "A" attached hereto will be paid at the rate as set out in said Appendix "A" and are not covered by the wages and classifications set out herein. Additions to this list can be made from time to time of employees who through accidents, illness or other cause should be considered as a special case, but no addition to this list will be made by the COMPANY without first discussing the case with the UNION.

**16.10** An employee performing locating of joint gas and electric facilities shall receive the Helpers' rate or the rate of his classification, whichever is higher.

#### **16.11 TEMPORARY TRANSFER OF EMPLOYEES**

1. All Repair Mechanics, Electricians and Materials Specialists will be assigned a Headquarters Location, which shall be their current location as of June 29, 2000.
2. Overtime records and vacation scheduling will be maintained at the Headquarters Location.

3. A notice of sixteen (16) hours will be provided to temporarily transfer an employee from one location to another. If the Company does not provide sixteen (16) hour notice then the first day an employee is transferred they will receive time and one half for all hours worked.
4. Volunteers will first be assigned to temporary transfers from one location to another. If not enough volunteers are obtained then the low seniority employees will be temporarily transferred. Senior volunteers will be temporarily transferred first.
5. Any temporary transfers of employees shall not be for less than one (1) working day or more than twenty-five (25) working days.
6. The Company will provide locker and shower facilities at each location.
7. Employees temporarily transferred from their Headquarters Location to another location shall be paid an amount equal to the currently effective Internal Revenue Service Mileage Reimbursement rate times the number of round trip miles from their home location to the assigned location. The round trip miles between Company's location used to determine the mileage reimbursement are

Between Culley and Brown – 62 miles  
Between Culley and Wagner – 36 miles  
Between Brown and Wagner – 28 miles

The mileage payment is a flat amount to be included in the employee's normal pay for each day the employee is temporarily transferred and not provided a Company vehicle. It is not a reimbursement for miles actually driven. It is understood that the "currently effective Internal Revenue Service Mileage Reimbursement rate" is subject to change at any time by the IRS. This section shall not apply if a Company owned vehicle is provided.

8. Employees temporarily transferred from their Headquarters Location to another location shall receive one dollar sixty five cents (\$1.65) per hour pay increase for all hours worked at the transferred site.
9. The above increase per hour does not in any way prevent the employee from receiving any applicable shift differential the employee is entitled to, nor affect the COMPANY's right to permanently re-assign Electricians or Materials Specialists.
10. The above provisions will apply to current S.I.G.E.C.O. property as of July 1, 2000.

## ARTICLE 17

### Meals & Lodging

**17.01** All employees will continue the current overtime meal procedures according to the provisions of this article. In the event an employee is called to work before or after his scheduled work day and misses a meal the Company will provide a meal without loss of time and it will be provided by the COMPANY as soon as practical.

**17.02** After an employee has worked over one and one half (1 1/2) hours beyond his scheduled quitting time, he shall be entitled to a meal paid for by the COMPANY and to an additional meal for each additional five (5) consecutive hours worked. Meals to be eaten on COMPANY time, except in cases where a meal is due the employees at the completion of the overtime schedule in which case the meal will be eaten on the employee's time.

- A. A Power Supply rotating shift employee will be furnished a meal by the COMPANY to be eaten while on duty after one and one half (1 1/2) hours worked beyond his scheduled quitting time. After a non-rotating or rotating shift employee has worked over one and one half (1

1/2) hours beyond his scheduled quitting time, the COMPANY will provide a suitable meal and the COMPANY will provide an additional meal for each additional five (5) continuous hours worked thereafter. Meals will be eaten on COMPANY time except when a meal is due at the completion of the overtime work schedule in which case the employee may elect to accept a COMPANY order for a meal in a suitable restaurant and eat such meal on his own time.

- B. When Power Supply Electrical Maintenance and Construction employees are working at points away from the generating stations and are entitled to an overtime meal as provided in Section 17.01 of this Article, the COMPANY may elect to take the employees to a suitable restaurant for a meal in lieu of providing an onsite meal.
- C. After an employee in the Energy Delivery Department, including Fleet Personnel, has worked over one and one half (1 ½ ) hours beyond his scheduled quitting time the employee has earned a meal. Additionally, another meal will be earned for each additional five (5) continuous hours worked thereafter. These meals will be eaten on COMPANY time. Due to the nature of work in this department, the COMPANY may elect to transport the employees to a suitable restaurant for a meal in lieu of an onsite meal, the meal or lunch to be eaten on COMPANY time. The employee will charge \$25 to their time card for all meals earned in lieu of COMPANY provided meals.

**17.03** In the event an employee is called to work before his scheduled starting time and does not have an opportunity to prepare a mid-shift lunch before reporting to work, the COMPANY will provide a meal to be eaten by the employee during his mid-shift lunch period. Lunch is to be eaten on employee's time.

**17.04** In the event an employee, whose normal starting time is between the hours of 7:00 a.m. and 8:00 a.m., is called out for emergency work starting before 6:00 a.m., a breakfast will be provided by the COMPANY without loss of time. A breakfast without loss of time will also be provided for employees scheduled for overtime starting before 6:00 a.m. and continuing on through a regular day, in addition to a meal to be eaten on the employee's time during the regular meal period.

**17.05** A rotating shift employee who is scheduled to report to work two (2) or more hours before his regular starting time and is scheduled to work through his regular shift will be furnished a meal or not later than four (4) hours after reporting to work.

**17.06** The COMPANY may assign Gas and Electric T & D crews and Electric Maintenance and Construction and Substation crews to report directly to the job site, in their personal vehicle, if the job is of at least five (5) days in duration and the job site is within a fifty (50) mile radius of headquarters. If the job site is beyond a twenty (20) mile radius of headquarters, employees will receive \$ 60.00 per day. If the job site is within a twenty (20) mile radius, employees will receive \$ 30.00 per day. The COMPANY will make every effort to avoid housing out crews insofar as the needs of the service will permit. When employees who are assigned to a regular headquarters are required to be away from home over night, the COMPANY shall provide meals and lodging. No housing out for jobs less than a forty mile radius of headquarters. Employees assigned to work for other utilities during emergencies such as storm restoration will be paid double time for all hours worked, and will be provided single hotel rooms if possible. Article 7.02 C.9 will not apply.

**17.07** Employees assigned to work for other utilities during emergencies, such as storm restoration, will be paid double time for all hours worked and will be provided single hotel rooms, if possible. **If the Company**

**requests employees to work outside of Indiana South's jurisdiction, to respond to a declared emergency, and requires the employee to stay overnight, they will be paid double time for all hours worked and will be provided single hotel rooms, if possible.** Article 7.02 C.9 will not apply.

**17.08** Employees who report to locations other than normal headquarters for training and other non-routine meetings or activities shall be reimbursed any mileage over and above what their normal mileage to and from work is, at the current rate allowed by the IRS.

**17.09** At the option of the Company, the Company may assign Utility Attendants, Measurement & Regulation Specialists, Trouble Specialists, Trouble & Service Specialists, Electricians, Meter Specialist and Polyphase Testers (including Chief and Primary), Storage Field Fitters, Work Coordinators and employees in other titles who are regularly assigned to individual orders (i.e. service orders) to start their day at their home. Employees assigned under the provisions of this section shall be assigned a suitable Company issued vehicle (excluding dump trucks, large bucket trucks, line trucks and large crew trucks; unless mutually agreed otherwise) to be used in accordance with the Company's policies. Employees shall be given two (2) work days' notice prior to beginning or ending this assignment. An employee may request to be exempted from this assignment due to a legitimate reason. Duration of the assignment shall not be less than two (2) weeks, absent employee and supervisor consent. If after assigned, the employee becomes unable to continue to be Home Based, he/she should give the Company two (2) work days' notice of their inability to continue. The two (2) days' notice outlined above may be waived due to unforeseen circumstances. Employees assigned as home-based, working pre-arranged or call-in overtime, will be paid from the time they leave home, to the time they return home, or the minimum for a call-in, whichever is greater.

During this assignment the employee shall be in their Company assigned vehicle at their residence, or another location due to the inability to park a Company vehicle at their residence, and ready to receive orders or go enroute to their assignment or first order at their scheduled start time. The employee shall remain within their assigned service area until the end of their scheduled shift. The first thirty (30) minutes of their commute, at the end of their shift, shall be unpaid; however any commuting time greater than thirty (30) minutes shall be paid at the appropriate rate.

## **ARTICLE 18**

### **MISCELLANEOUS**

**18.01** The COMPANY will continue its present practice in regard to furnishing tools and equipment considered necessary. When tools and equipment are provided by the COMPANY, the employee receiving them will be held responsible for their return in good condition, ordinary wear and tear and reasonable loss excepted. The COMPANY will provide suitable and safe space for storing tools and equipment furnished to employees. It is further understood and agreed that rubber gloves, coats, hats and boots are to be furnished individually to each employee required to use them, and such rubber gloves and boots shall be sterilized and tested before being assigned to any other employee for use.

#### **18.02 Uniforms and Safety Apparel**

##### **A. Uniforms**

The Memorandum of Agreement-Fire Retardant Clothing dated 11/29/06 will continue except as amended by this Uniform Proposal. All items in the approved vendors catalogue which meet industry & Company standards for FR clothing will be available to 702 members who are affected by the FR

Clothing Policy. The parties also agree that they will meet annually to review the approved catalogue and consider the need for changes or additions. **The Company will not unilaterally make unreasonable changes to the selections available. For any changes to items within the catalog, initiated by the Company, the Company will consult with the Union prior to implementation and allow Union members the opportunity to provide input on a like replacement item if reasonably available.**

Employees are expected during working hours to wear the articles of clothing as described below with the Company logo that an employee has purchased through a Company designated vendor. The Company will establish an individual account with the vendor for each employee to order replacement items from the designated vendor. The full cost of replacement will be charged against the account. In January of each subsequent year the following uniform allowance will be placed into each employee's account for the purchase of replacement items from the designated vendor:

**Employees Not Required to Wear Fire Retardant (FR) Clothing - \$400 (Vendor)**

**Employees Required to Wear Fire Retardant (FR) Clothing - \$800 (Vendor)**

The Company will provide a uniform rental program for the employees in Power Supply (currently in effect.) Power Supply employees located at Culley generating station included in the uniform rental program will include: Repair Mechanics, Coal and Yard Equipment Operator, Operations (RO, CO, EO, AEO, Lab Tech, Janitor). These employees will also be provided FR outerwear (Coats and Bibs). New items provided as needed, assuming normal wear.

Remaining Power Supply employees will be enrolled in the FR account-based program where an annual stipend is provided as detailed in this article. (Electricians and all employees assigned to AB Brown).

New employees shall be provided an initial set of uniforms or enrolled in the uniform rental program as applicable.

Any amount remaining in an employee's account at the end of the year will remain in the account for the next year, with the limitation that the total amount in an employee's account each January will not exceed \$600.00 for employees **not required to wear fire retardant (FR) clothing** and \$900.00 for employees **required to wear fire retardant (FR) clothing**.

The Company will provide, through the designated Company vendor, the following initial uniform items to all current employees, one time only, prior to the effective date of the uniform policy.

**Employees Not Required to Wear Fire Retardant (FR) Clothing**

5-long sleeve shirts

5-short sleeve shirts

1-hooded or unhooded sweatshirt

2-caps & 1 Jacket

2 total combination lined or unlined bibs

**Employees Required to Wear Fire Retardant (FR) Clothing**

5-long sleeve shirts

5-short sleeve shirts

6-pants  
1-sweatshirt  
1-jacket  
1-unlined bibs  
1-lined coveralls  
2-caps

The Company will provide the full uniform rental program for the employees in Fleet Maintenance (currently in effect.) Program is voluntary, but if an employee elects to participate in the program the clothing must be worn at work.

The Company will provide a uniform rental program for the employees in Power Supply (currently in effect.)

It is the responsibility of an employee to keep their uniforms clean and presentable. Torn, tattered, non-presentable clothing shall be replaced.

Modification to clothing for purposes other than size adjustment is not permitted. This includes the affixation of decals and insignias.

Replacement of clothing by the Company due to extenuating circumstances such as torn during normal working conditions, example: briars, fences, wires at the discretion of the supervisor.

New employees shall be provided an initial set of uniforms or enrolled in the uniform rental program as applicable.

There will be at least three mutually approved styles of caps, one of which will contain an IBEW 702 logo. If a cap is worn in Energy Delivery during working hours, it must be one of these caps. These caps will be made available from the designated vendor. Caps may not be worn if prohibited by safety regulations.

In lieu of Fire Retardant uniform pants, all other employees must wear pants made of 100% cotton, all natural fibers or fire retardant fabric. These pants are not provided by the Company.

#### B. Safety Shoe Allowance

Beginning in January 2026, and in January of each subsequent year employees will receive an annual safety shoe allowance of \$250.00, which will be added to their paycheck due following the first pay period after January 1. New hires shall be provided with this allowance within one (1) month of employment.

#### C. Prescription Safety Glasses

Prescription safety glasses will be provided through the employee's health benefits. In the event the plan ceases to provide the benefit, the Company will provide \$200.00 biennially for prescription safety glasses at an approved Company vendor.

### **18.03 ELECTRICAL MAINTENANCE AND CONSTRUCTION**

When work in the Electrical 'Maintenance and Construction Section requires a crew of five (5) men or more the COMPANY will assign a foreman or supervisor to such crew.

**18.04** The COMPANY agrees that it will not contract any work which is ordinarily done by its regular employees if, as a result thereof, it would become necessary to lay off any such employees.

**18.05** It is not the COMPANY's intention that foremen or supervisors shall perform work normally performed by employees under their supervision to the extent that by so doing the supervisor would in effect replace an employee. This provision does not apply to Work Coordinators in the bargaining unit and nothing in this clause shall be construed to mean that foremen or supervisors cannot perform work during emergency, or in the instruction of employees under their supervision, or to insure the proper performance of work, or to do work of an experimental nature, or to make such tests as are necessary to insure the proper operation of equipment, or to make such inspections or tests as are necessary to insure that the COMPANY's service is adequate and reliable, or to protect the COMPANY's property and to insure the safety of the employees under their supervision. It is further agreed that in case trained employees are not available, foremen and supervisors may perform such work as is necessary in order to maintain the COMPANY's services.

#### **18.06 FLEET GARAGE**

Class "B" Helpers in the Fleet Garage shall wash and grease cars, remove and pack wheels and housing, change and repair tires, remove and install batteries and do other unskilled work as assigned, so long as work assigned is not normally done by men in the Mechanic's classification.

#### **18.07 GAS TRANSMISSION, DISTRIBUTION AND CONSTRUCTION**

A Fitter's Helper may be assigned to drive a truck as part of his routine duties.

Meter Readers may perform atmospheric corrosion inspections and report their findings as part of their routine duties. Corrosion work currently being performed in the Gas Department by Utility Attendants may be performed by either Fitters or Utility Attendants. This will not affect the Company's right to assign a Fitter's Helper as needed.

Employees in the Utility Attendant classification may perform simple repairs on 1/2" plastic gas services, and perform electric meter installation and removal as needed.

#### **18.08 ELECTRIC TRANSMISSION AND DISTRIBUTION**

Employees classified and performing trouble work shall be First Class Line Specialists, and may be used on regular maintenance work when required, and the regular working day for these men shall be any consecutive eight (8) hours per day, five (5) consecutive days per week, Saturdays, Sundays and Holidays included.

**18.09** Employees working out of headquarters at various points shall be transported to and from work on COMPANY time.

**18.10** Should the COMPANY require any employee to have a telephone in his home, the COMPANY will make a written request to the employee and will pay the local monthly service charge.

#### **18.11 DRUG TESTS**

In addition to the drug tests and procedures required by the Department of Transportation and any future regulations or requirements of appropriate federal, state or administrative bodies, the COMPANY may also require tests for synthetic or "designer" drugs on a random basis and for reasonable suspicion, post-accident, return to duty and follow-up sporadic testing. Positive test results for synthetic or designer drugs will be retested at an independent certified laboratory at the Company's expense.

## 18.12 CDL COST

The Company agrees to reimburse Union employees who are required to hold a Commercial Driver's License (CDL) for the following cost in connection with obtaining and renewing such license:

1. Cost of the Commercial Driver's License which is in excess of the cost of a State Operators License.
2. Cost of the training and first driving and/or written test required to obtain such license or renewal.

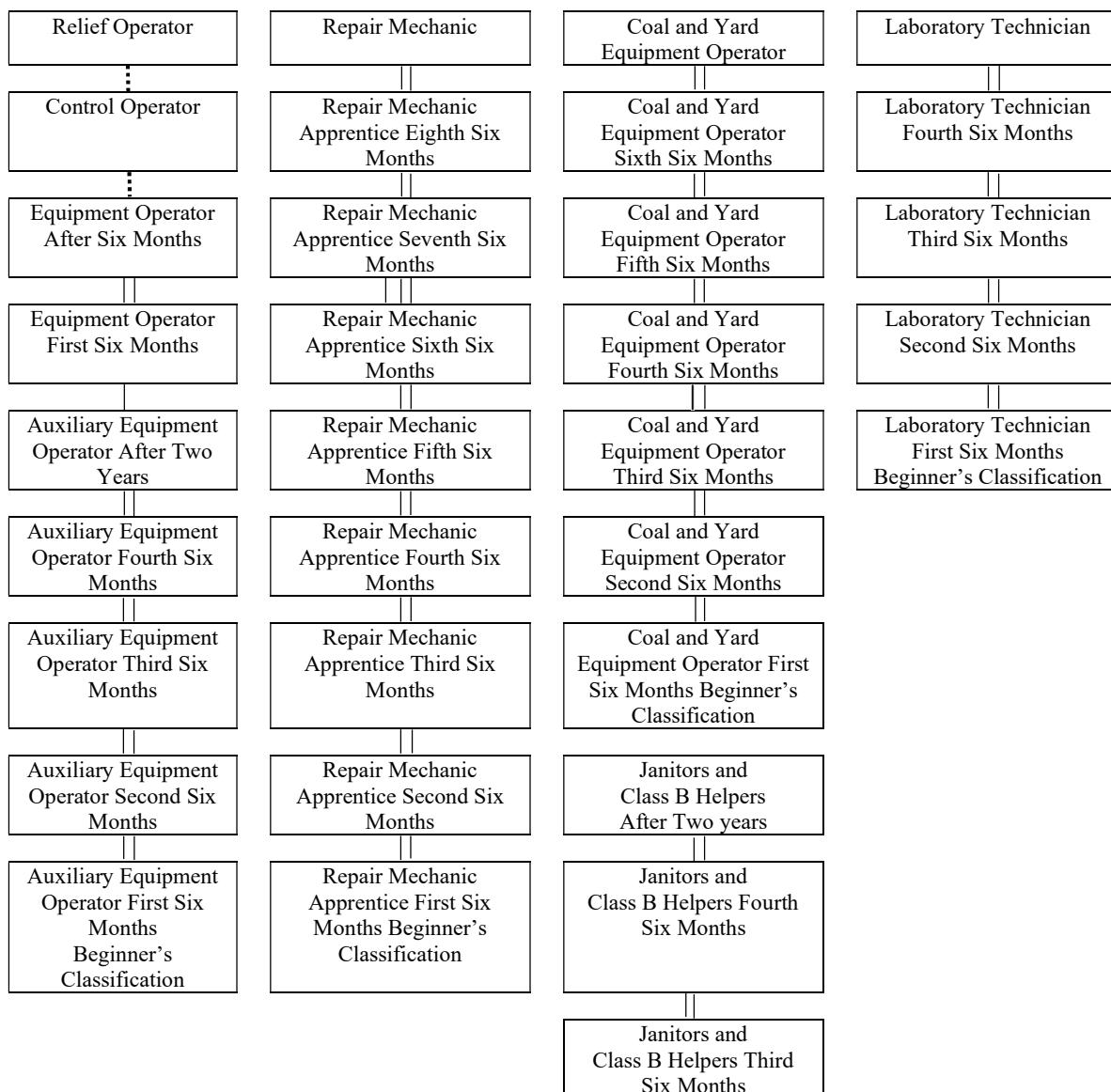
## ARTICLE 19

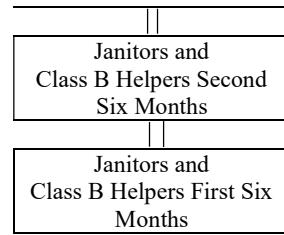
### PROMOTIONAL AND APPRENTICE SCHEDULES

A line of promotion is indicated by a single solid line, an apprenticeship line of advancement is indicated by a double solid line, and the line of promotion, if any, for classifications which are to be posted is indicated by a single dotted line.

#### ARTICLE 19.01

##### PROMOTIONAL AND APPRENTICE SCHEDULES FOR EMPLOYEES IN THE ELECTRIC PRODUCTION DEPARTMENT - CULLEY STATION





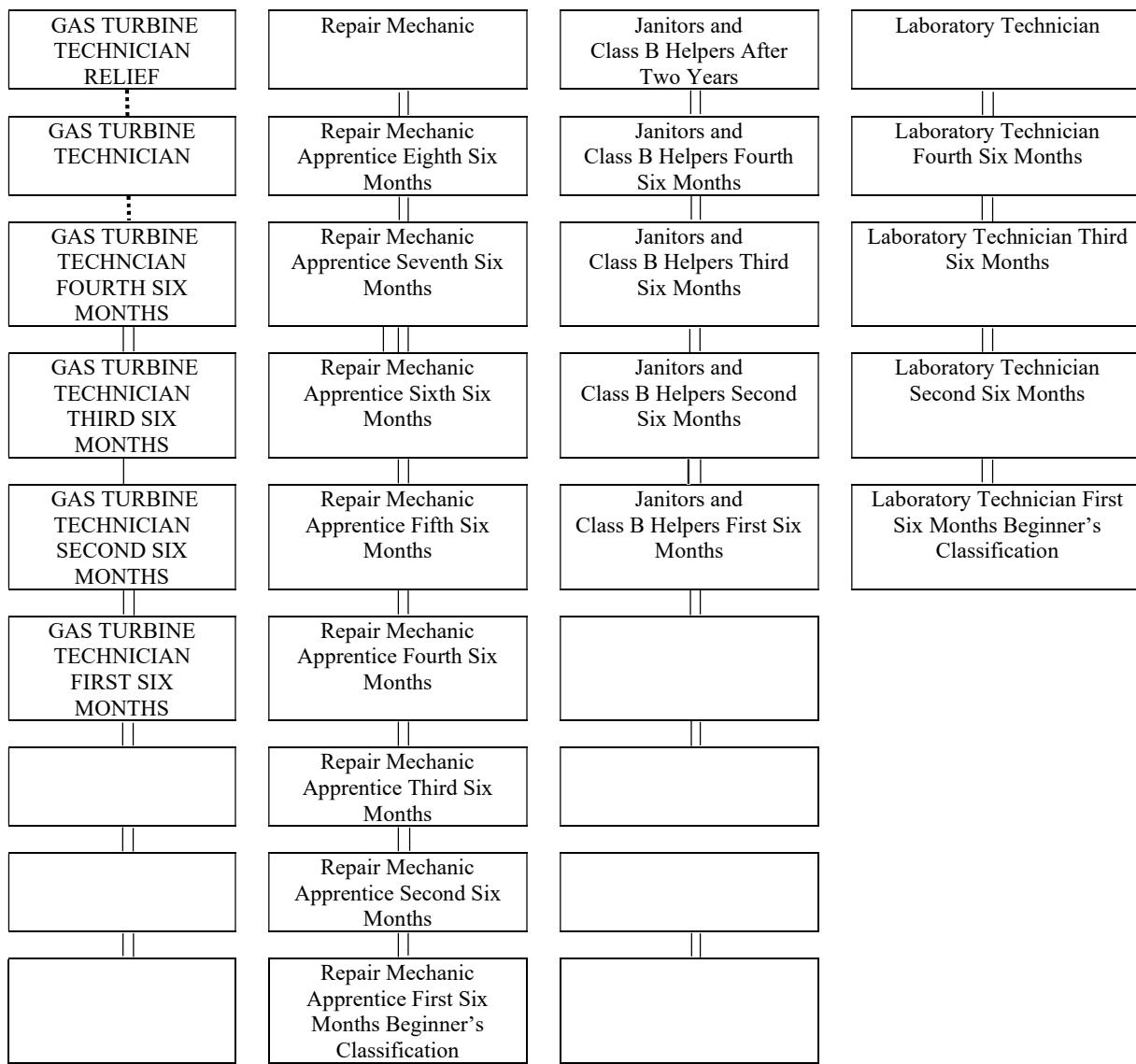
A line of promotion is indicated by a single solid line, an apprenticeship line of advancement is indicated by a double solid line, and the line of promotion, if any, for classifications which are to be posted is indicated by a single dotted line.

## ARTICLE 19.02

(Previously Warrick Power Plant chart - Currently not in use)

## ARTICLE 19.03

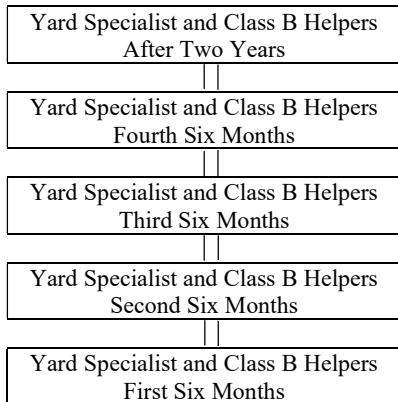
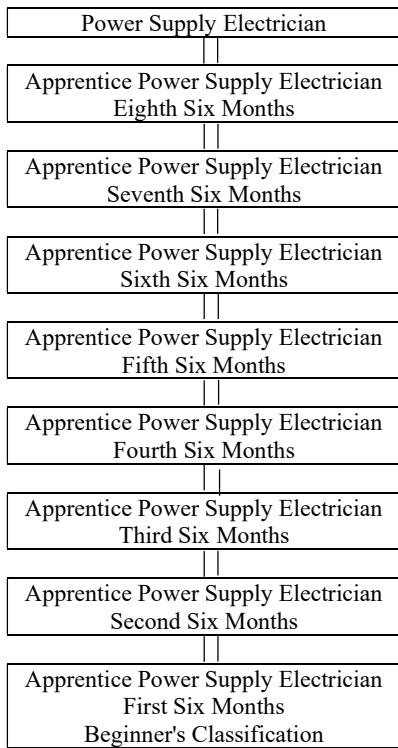
### **PROMOTIONAL AND APPRENTICE SCHEDULES FOR EMPLOYEES IN THE ELECTRIC PRODUCTION DEPARTMENT – BROWN GENERATING STATION**



A line of promotion is indicated by a single solid line, an apprenticeship line of advancement is indicated by a double solid line, and the line of promotion, if any, for classifications which are to be posted is indicated by a single dotted line.

## Article 19.04

### **PROMOTIONAL AND APPRENTICE SCHEDULES FOR EMPLOYEES IN THE ELECTRICAL MAINTENANCE AND CONSTRUCTION, POWER SUPPLY**

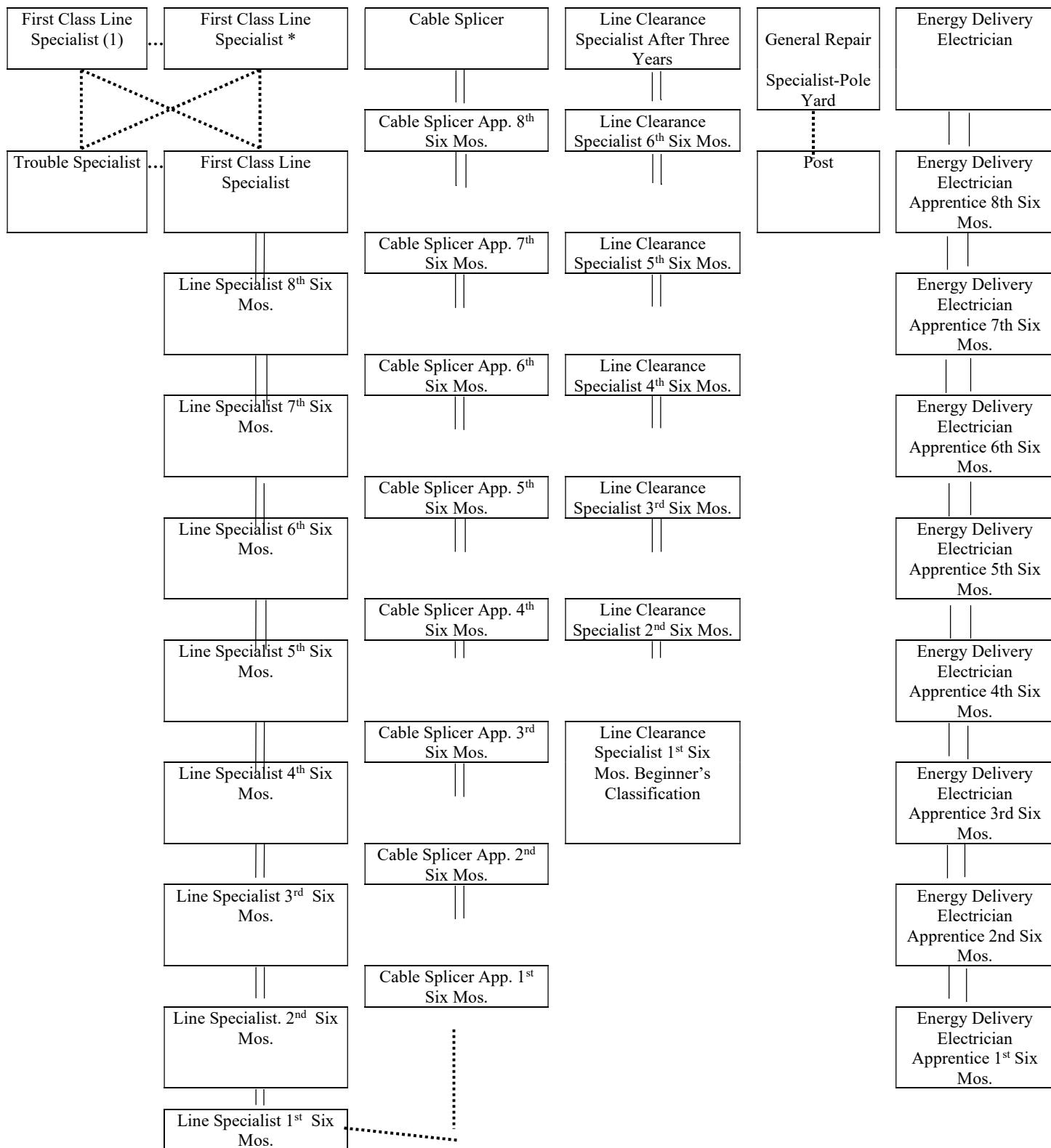


After an Apprentice Electrician has completed four (4) years, he shall be given an examination and on passing shall be advanced to Electrician.

A line of promotion is indicated by a single solid line, an apprenticeship line of advancement is indicated by a double solid line, and the line of promotion, if any, for classifications which are to be posted is indicated by a single dotted line.

## Article I9.05

### **PROMOTIONAL AND APPRENTICE SCHEDULES FOR EMPLOYEES IN THE ELECTRIC TRANSMISSION, DISTRIBUTION AND CONSTRUCTION DEPARTMENT**





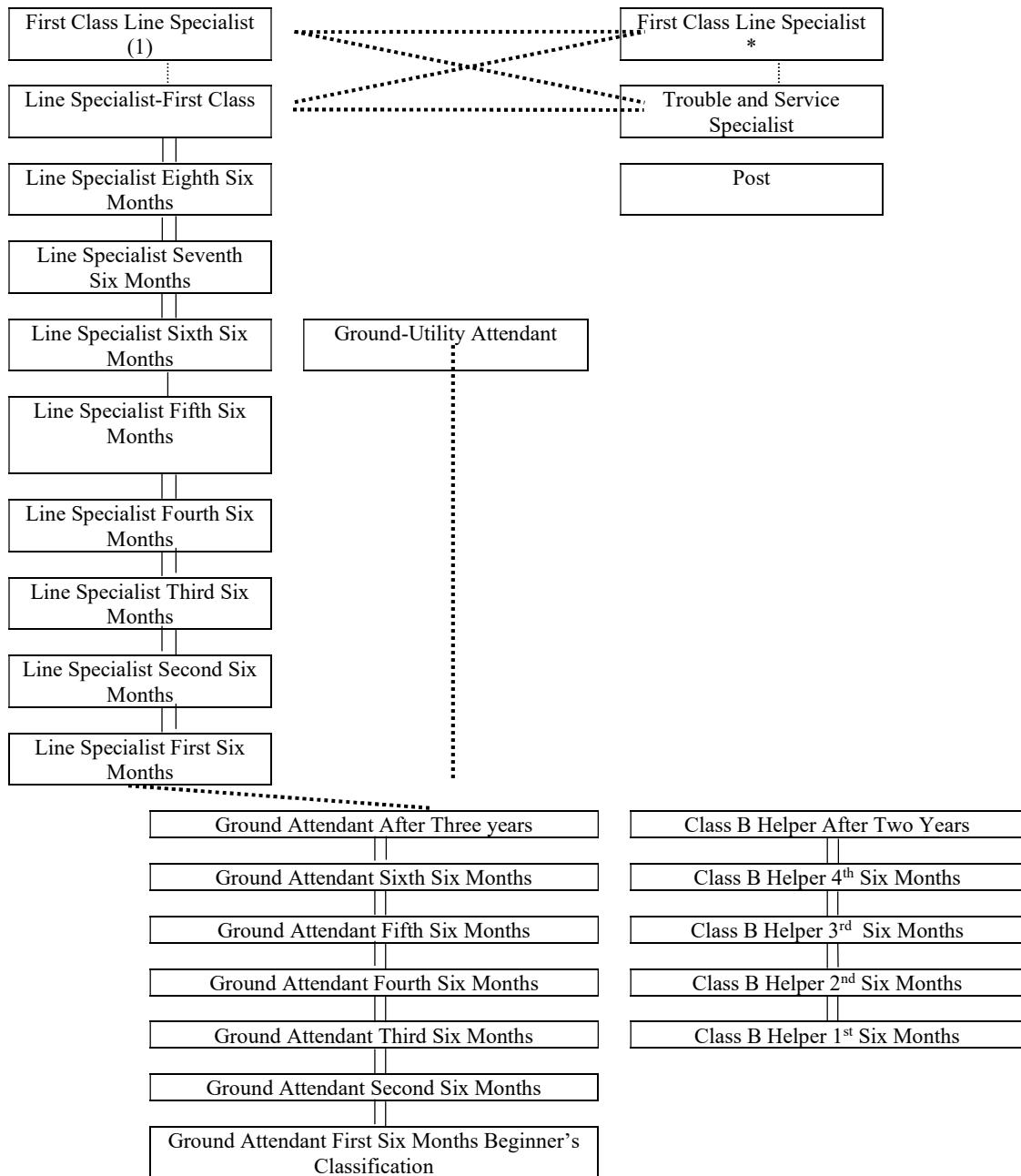
After a Line Specialist has completed his eighth (8) six months on the promotion schedule, he shall be given an examination and on passing same shall be advanced to the First Class Line Specialist classification.

A line of promotion is indicated by a single solid line, an apprenticeship line of advancement is indicated by a double solid line, and the line of promotion, if any, for classifications which are to be posted is indicated by a single dotted line.

Employees in this department shall reside within **thirty (30) driving miles** of their normal reporting headquarters. **Employees who do not meet this requirement at the time they are hired or accept a position within this department shall have one (1) year from their start date to comply with this requirement. Employees hired prior to the 7/1/2022 that do not meet the driving mile requirement outlined herein shall not be negatively impacted so long as they maintain their current reporting headquarters and residence.** Employees hired prior to 7-1-88 are not subject to the fifteen (15) mile radius requirement.

## Article 19.06

### **PROMOTIONAL AND APPRENTICE SCHEDULES FOR EMPLOYEES IN THE ELECTRICAL TRANSMISSION, DISTRIBUTION AND CONSTRUCTION-DISTRICTS OTHER THAN EVANSVILLE**



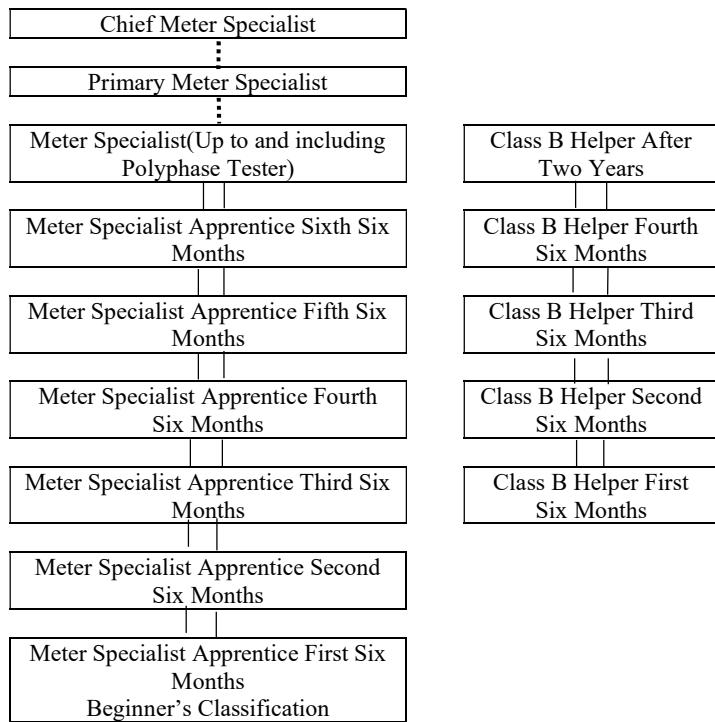
After an Apprentice Line Specialist has completed his eight (8) 6 months on the promotion schedule, he shall be given an examination and on passing same shall be advanced to the First Class Line Specialist Classification.

A line of promotion is indicated by a single solid line, an apprenticeship line of advancement is indicated by a double solid line, and the line of promotion, if any, for classifications which are to be posted is indicated by a single dotted line.

Employees in this department shall reside within thirty (30) driving miles of their normal reporting headquarters. Employees who do not meet this requirement at the time they are hired or accept a position within this department shall have one (1) year from their start date to comply with this requirement. Employees hired prior to the 7/1/2022 that do not meet the driving mile requirement outlined herein shall not be negatively impacted so long as they maintain their current reporting headquarters and residence. Employees hired prior to 7-1-88 are not subject to the fifteen (15) mile radius requirement.

## Article 19.07

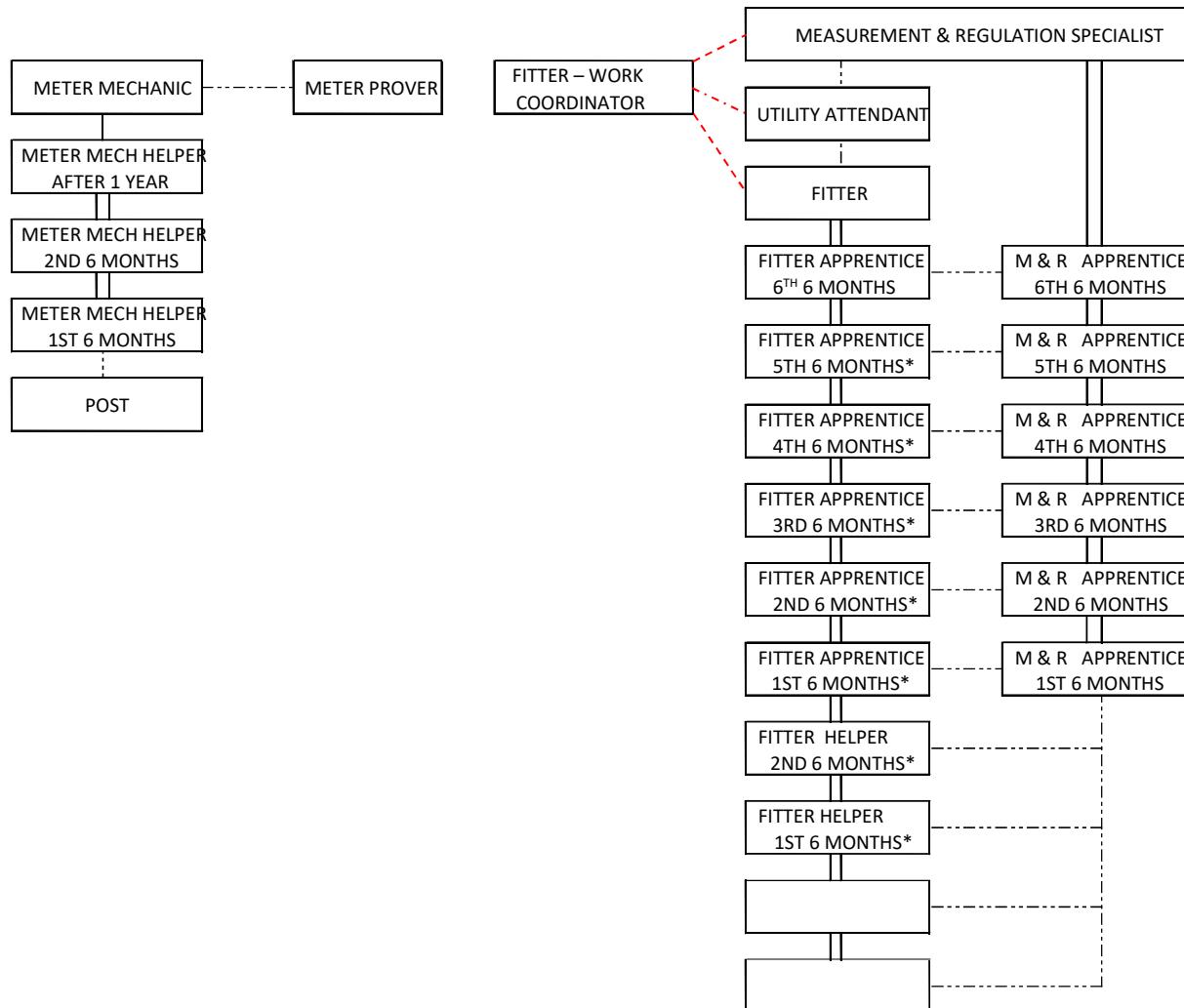
### **PROMOTION AND APPRENTICE SCHEDULES FOR EMPLOYEES IN THE ELECTRIC METER DEPARTMENT**



A line of promotion is indicated by a single solid line, an apprenticeship line of advancement is indicated by a double solid line, and the line of promotion, if any, for classifications which are to be posted is indicated by a single dotted line.

## Article 19.08

**PROMOTIONAL AND APPRENTICE SCHEDULE FOR EMPLOYEES  
IN THE GAS TRANSMISSION, DISTRIBUTION & CONSTRUCTION DEPARTMENT & DISTRICTS**



A line of promotion is indicated by a single solid line, an apprenticeship line of advancement is indicated by a double solid line, and the line of promotion, if any, for classifications which are to be posted is indicated by a single dotted line. Employees in this department shall reside within thirty (30) driving miles of their normal reporting headquarters. Employees who do not meet this requirement at the time they are hired or accept a position within this department shall have one (1) year from their start date to comply with this requirement. Employees hired prior to the 7/1/2022 that do not meet the driving mile requirement outlined herein shall not be negatively impacted so long as they maintain their current reporting headquarters and residence. Employees hired prior to 7/1/88 are not subject to the thirty (30) driving miles.

\*If there are no bidders from the Utility Attendant or Fitter classifications, employees in the Fitter Apprentice line of advancement from 3rd 6 months to 8th 6 months who bid into the M&R line of advancement will be placed in the corresponding progression as outlined in the promotional and apprentice schedule. Successful bidders from the Fitter Apprentice & Fitter Helper 1st and 2nd 6 Month levels will start at the M&R Apprentice 1st 6 Months level. Service Watch overtime will be paid at the Journeyman rate. No second shift will be required for this classification.

Employees in the Measurement & Regulation Specialist classification will fall under current service watch language (7.02 C) with the following exceptions: (a) There are less than (4) trained/qualified individuals in this department; (b) Parties agree that the time period to become qualified for service watch will be no longer than twelve (12) months.

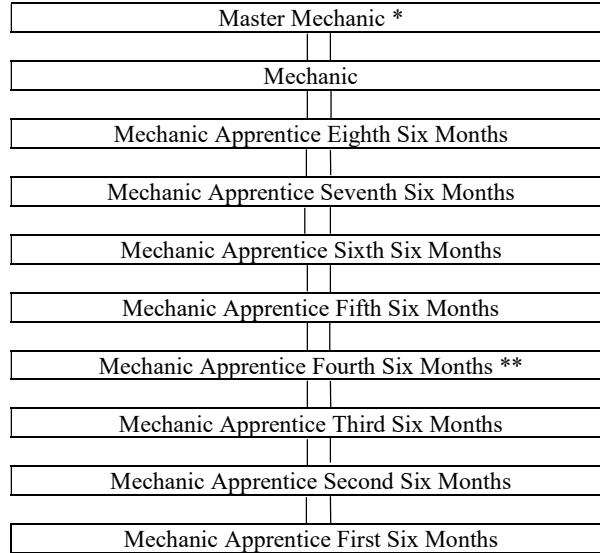
A line of promotion is indicated by a single solid line, an apprenticeship line of advancement is indicated by a double solid line, and the line of promotion, if any, for classifications which are to be posted is indicated by a single dotted line. Employees in this department shall reside within thirty (30) driving miles of their normal reporting headquarters. Employees who do not meet this requirement at the time they are hired or accept a position within this department shall have one (1) year from their start date to comply with this requirement. Employees hired prior to the 7/1/2022 that do not meet the driving mile requirement outlined herein shall not be negatively impacted so long as they maintain their current reporting headquarters and residence. Employees hired prior to 7/1/88 are not subject to the thirty (30) driving miles.

**Measurement & Regulation Specialist (New Language):**

- 1) Current employees will be given first opportunity to move into new classification. If an insufficient number of employees elect to move into this job, then job will be posted per new progression schedule.
- 2) Employees with measurement/regulation skills who do not move into this job classification will train new measurement and regulation employees. Overall training program to be mutually developed.
- 3) All measurement & regulation specialist openings will be posted. Successful bidders will be determined by job classification seniority. No second shift will be required for this classification.
- 4) If measurement & regulation specialist job is posted, company will exhaust Utility Attendant and Fitter classification and its progression before hiring externally.
- 5) Employees in this new classification will fall under current service watch language with the following exceptions:  
(a) There are less than (4) trained/qualified individuals in this department; (b) Parties agree that the time period to become qualified for service watch will be no longer than twelve (12) months.
- 6) The hourly rate for this classification will be \$31.78 per hour effective 7/1/16.
- 7) Service Watch overtime will be paid at the Journeyman rate.

## **Article 19.09**

### **APPRENTICE SCHEDULE FOR EMPLOYEES IN THE GARAGE**



\*To be promoted to Master Mechanic an employee must be an ASE Certified Master Technician. Any Mechanic will automatically be promoted to Master Mechanic upon obtaining the Certification. Master Mechanics will be required to maintain the Certification through the ASE Re-testing Program. Failure to do so after two consecutive attempts will result in the employee being moved to the Mechanic Classification at the proper rate of pay for the Mechanic classification, until such time as re-certification is obtained.

\*\*Apprentice Mechanics will not advance past the Fourth Six Months level without obtaining a minimum of four (4) ASE Certifications.

## Article 19.10

Service Spec.  
Bldg & Grounds

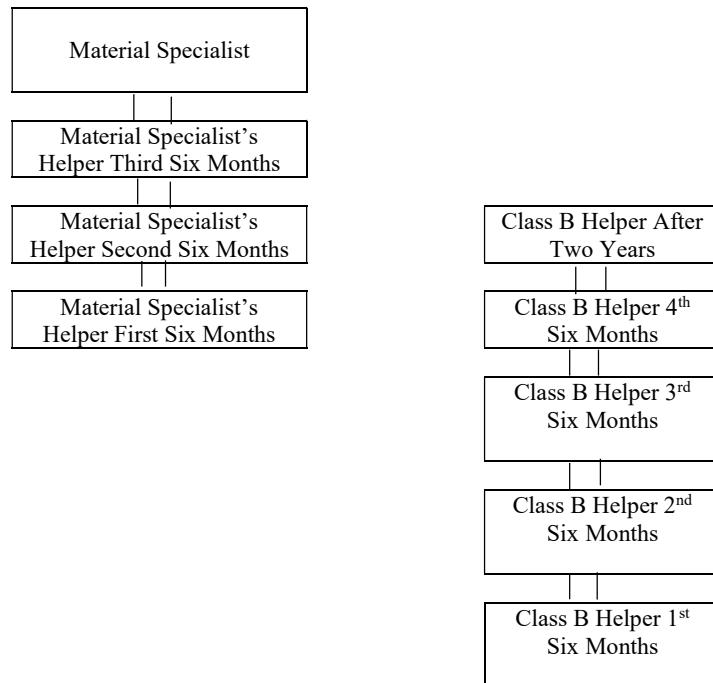
### **PROMOTIONAL SCHEDULE FOR EMPLOYEES IN THE BUILDINGS AND GROUNDS DEPARTMENT**



A line of promotion is indicated by a single solid line, an apprenticeship line of advancement is indicated by a double solid line, and the line of promotion, if any, for classifications which are to be posted is indicated by a single dotted line.

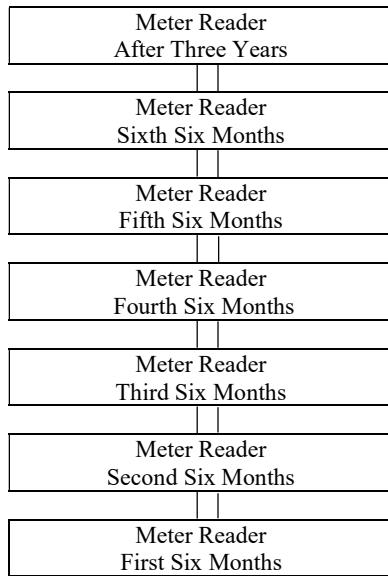
## Article 19.11

### **PROMOTIONAL AND APPRENTICE SCHEDULES FOR EMPLOYEES IN THE STORES DEPARTMENT**



## Article I9.I2

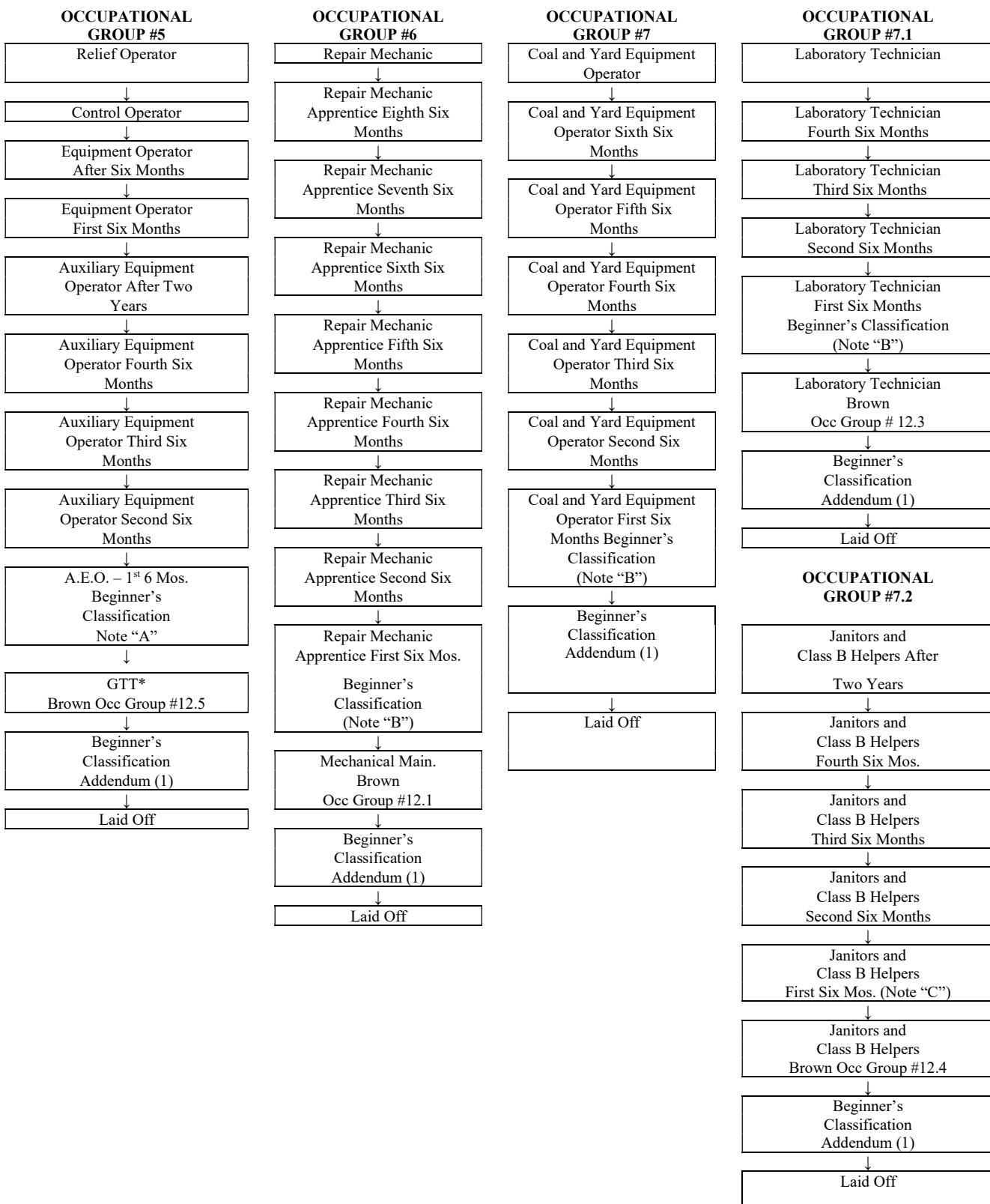
### **PROMOTION SCHEDULE FOR EMPLOYEES IN THE METER READING DEPARTMENT - EVANSVILLE**



A line of promotion is indicated by a single solid line, an apprenticeship line of advancement is indicated by a double solid line, and the line of promotion, if any, for classifications which are to be posted is indicated by a single dotted line.

## Article 20.01

### LAY-OFF SCHEDULE FOR EMPLOYEES IN THE ELECTRIC PRODUCTION DEPARTMENT – CULLEY GENERATING STATION



Note: "A" Shall be laid off unless he can, because he has more Company seniority, displace the employee with the least Company seniority in the occupational group shown wherein such employee exists. In displacing the junior employee he shall retain his AEO classification.

Note: "B" Shall be laid off unless he can, because he has more Company seniority, displace the employee with the least Company seniority in the occupational group as shown, wherein such employee exists. In replacing Junior employees, he shall retain his classification.

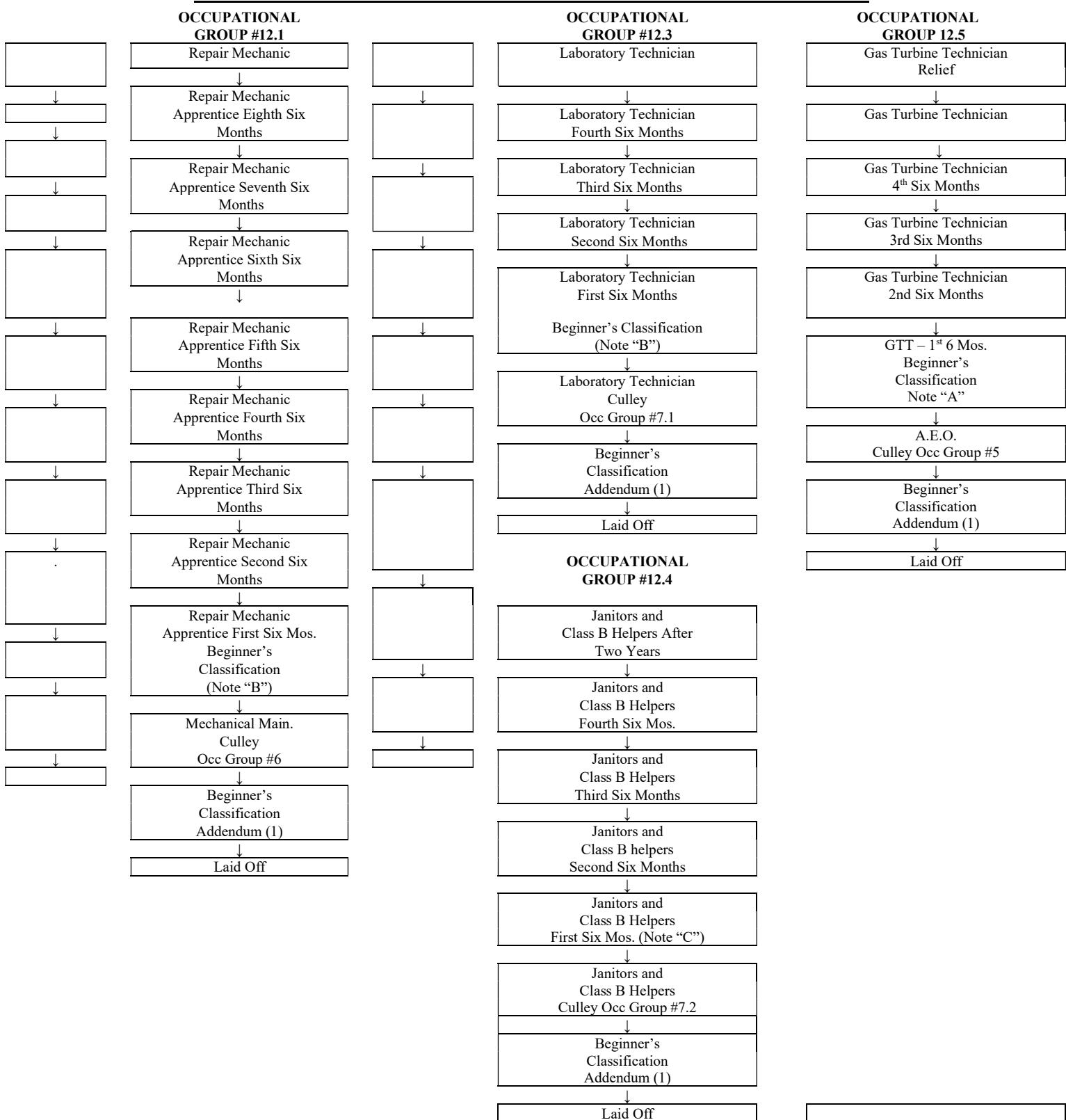
Note: "C" Shall be laid off unless he can, because he has more Company seniority, displace the employee with the least Company seniority in the occupational group as shown, wherein such employee exists. In replacing the Junior employee, he shall accept the classification of the man he displaces. "Z" shall be laid off unless, because of more Company seniority and the necessary job qualifications, he can displace an employee under the procedures at Addendum 1 to this Agreement.

## **ARTICLE 20.02**

(Previously Warrick Power Plant chart - Currently not in use)

## Article 20.03

### LAY-OFF SCHEDULE FOR EMPLOYEES IN THE ELECTRIC PRODUCTION DEPARTMENT – BROWN GENERATING STATION



Note: "A" Shall be laid off unless he can, because he has more Company seniority, displace the employee with the least Company seniority in the occupational group as shown, wherein such employee exists. In replacing the Junior employee he shall retain his AEO classification.

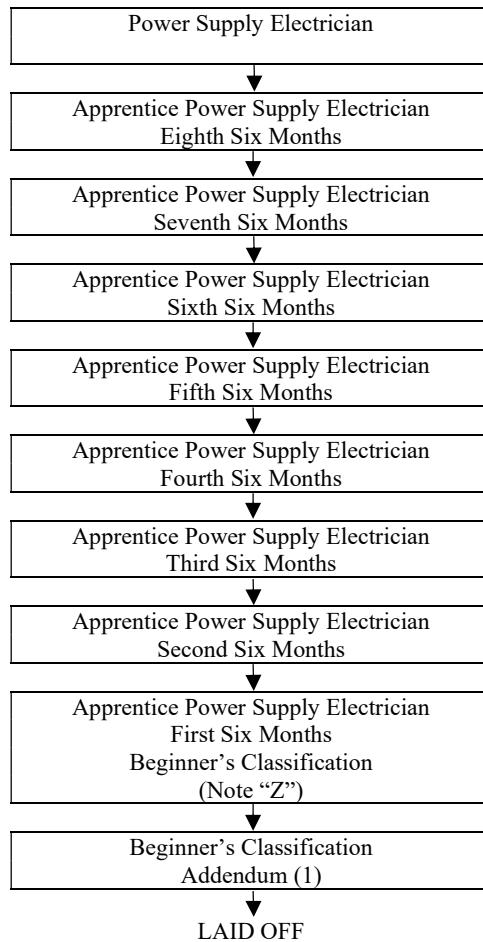
Note: "B" Shall be laid off unless he can, because he has more Company seniority, displace the employee with the least Company seniority in the occupational group as shown, wherein such employee exists. In replacing Junior employees, he shall retain his classification.

Note: "C" Shall be laid off unless he can, because he has more Company seniority, displace the employee with the least Company seniority in the occupational group as shown, wherein such employee exists. In replacing the Junior employee, he shall accept the classification of the man he displaces. "Z" shall be laid off unless, because of more Company seniority and the necessary job qualifications, he can displace an employee under the procedures at Addendum 1 to this agreement.

## Article 20.04

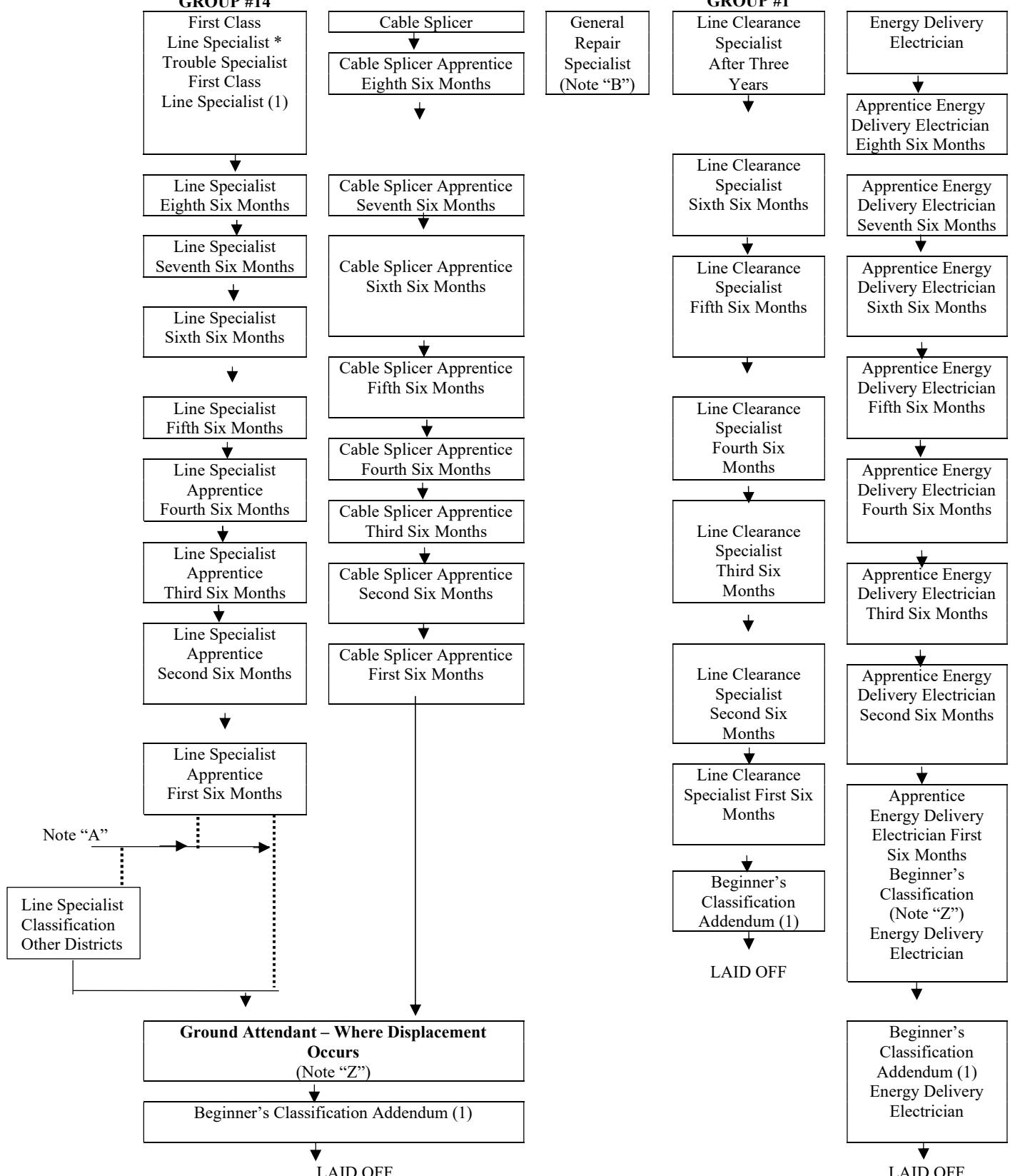
### **LAY-OFF SCHEDULES FOR EMPLOYEES IN THE ELECTRICAL MAINTENANCE AND CONSTRUCTION, POWER SUPPLY**

#### **OCCUPATIONAL GROUP #13**



Note "Z" Shall be laid off unless, because of more Company seniority and the necessary job qualifications he can displace an employee under the procedures at Addendum 1 to this Agreement.

\*Prior to July 1, 2025, Energy Delivery Electricians/Apprentices and Power Supply Electricians/Apprentices were represented within Article 20.04. They will continue to follow Article 20.04, Page 50, Lay-Off Schedule, Occupational Group #13, Electrical Maintenance and Construction, Plants and Substations as of the Agreement from July 1, 2022 – June 30, 2025.



NOTE "A" Shall, if he has more Company seniority, displace the employee with the least Company seniority in the group as shown in the district wherein such employee exists; shall retain his classification status up to First Class Line Specialist; shall move into that service area within ninety (90) days and shall pay all expenses incurred in so doing. If he does not have sufficient Company seniority to displace as per solid line, displacement procedure shall be as per dotted line.

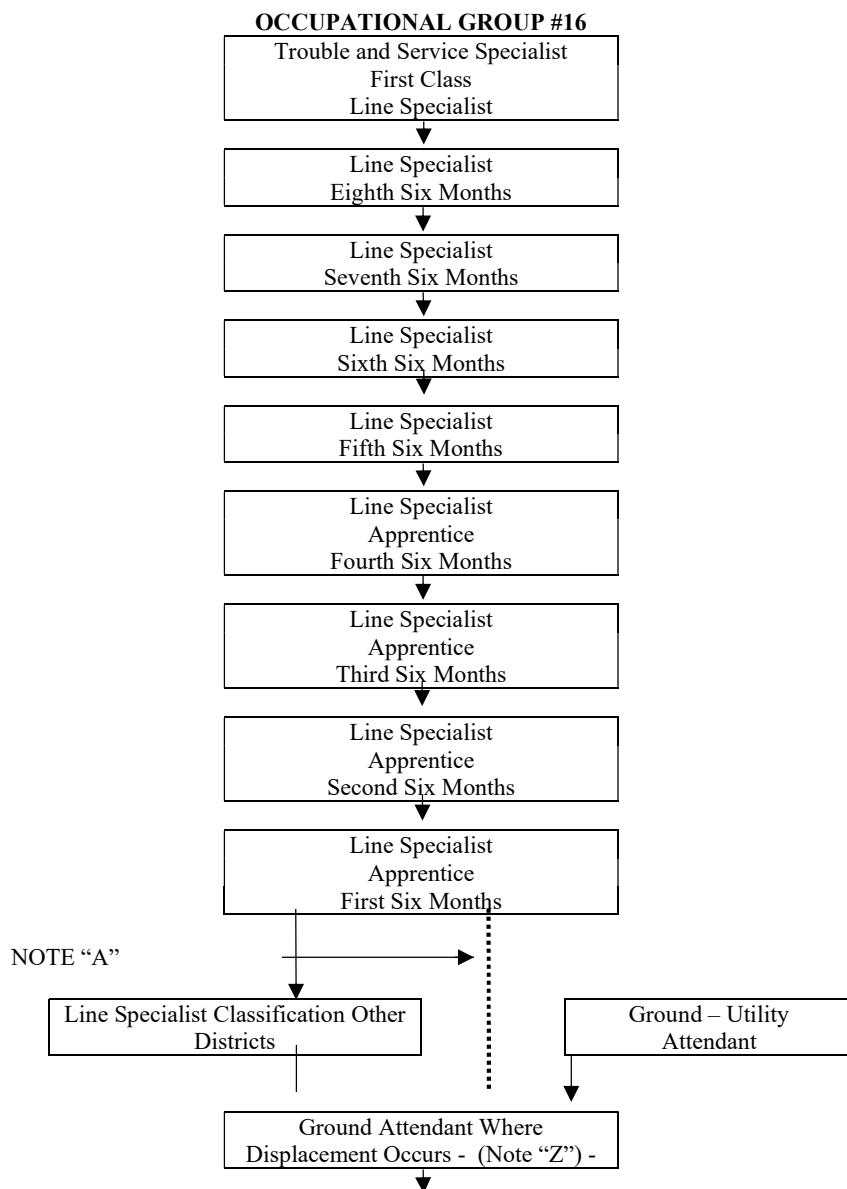
NOTE "B" Displacement procedure shall begin in the classification held prior to promotion to General Repair Specialist.

NOTE "Z" Shall be laid off unless, because of more Company Seniority and the necessary qualifications, he can displace an employee under the procedure at Addendum 1 to this Agreement.

\*Prior to July 1, 2025, Energy Delivery Electricians/Apprentices and Power Supply Electricians/Apprentices were represented within Article 20.04. They will continue to follow Article 20.04, Page 50, Lay-Off Schedule, Occupational Group #13, Electrical Maintenance and Construction, Plants and Substations as of the Agreement from July 1, 2022 – June 30, 2025.

## Article 20.06

### **LAY-OFF SCHEDULES FOR EMPLOYEES IN THE ELECTRIC TRANSMISSION, DISTRIBUTION AND CONSTRUCTION - DISTRICTS OTHER THAN EVANSVILLE**



Beginner's Classification Addendum

(1)

LAID OFF

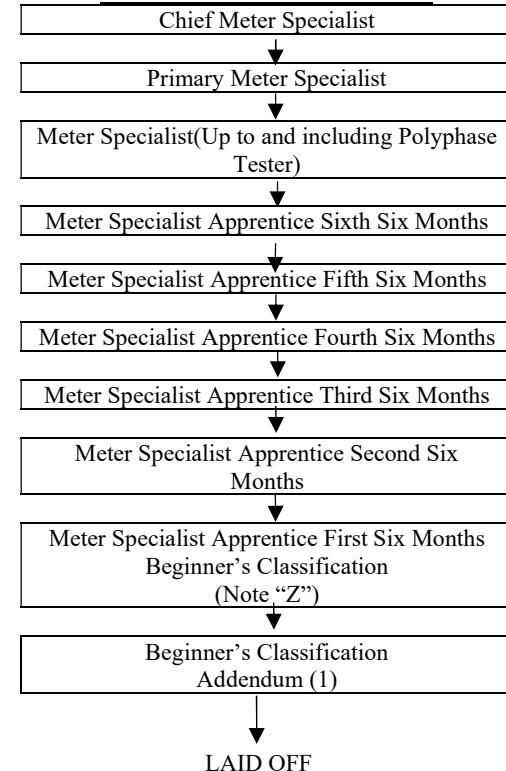
NOTE "A" Shall, if he has more Company seniority, displace the employee with the least Company seniority in the group as shown in the district wherein such employee exists; shall retain his classification status up to First Class Line Specialist; shall move into that service area within ninety (90) days and shall pay all expenses incurred in so doing. If he does not have sufficient Company seniority to displace as per solid line, displacement procedure shall be as per dotted line.

NOTE "Z" Shall be laid off unless, because of more Company Seniority and the necessary job qualifications, he can displace an employee under the procedure at Addendum 1 to this Agreement.

## Article 20.07

### **LAY-OFF SCHEDULES FOR EMPLOYEES IN THE ELECTRIC TRANSMISSION, DISTRIBUTION AND CONSTRUCTION - DISTRICTS OTHER THAN EVANSVILLE**

#### **OCCUPATIONAL GROUP #17**



NOTE "Z" Shall be laid off unless, because of more Company Seniority and the necessary job qualifications, he can displace an employee under the procedure at Addendum 1 to this Agreement.

## Article 20.08

### **LAY-OFF SCHEDULES FOR EMPLOYEES IN THE DISTRIBUTION AND CONSTRUCTION DEPARTMENT AND DISTRICTS**

<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">         Measurement &amp; Regulation Specialist       </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">         V Utility Attendant       </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">         V Fitter       </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">         V Fitter Appr 6th 6 Mos.       </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">         V Fitter Appr 5th 6 Mos.       </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">         V Fitter Appr 4th 6 Mos.       </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">         V Fitter Appr 3rd 6 Mos. *Service Specialist Bldg &amp; Grounds       </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">         V Fitter Appr 2nd 6 Mos.       </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">         V Fitter Appr 1st 6 Mos.       </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">         V Fitter's Helper 2nd 6 Mos.       </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">         V Fitter's Helper 1st 6 Mos.       </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">         Note "z" Beginner's Classification Addendum (1)       </div>	<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">         Meter Prover       </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">         V Meter Mechanic       </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">         V Meter Mechanic's Helper After One Year       </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">         V Meter Mechanics Helper Second Six Months       </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">         V Meter Mechanic's Helper First Six Months       </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">         V Note "z" Beginner's Classification Addendum (1)       </div>
---	--

NOTE\* Service Specialist Buildings and Grounds employees, hired prior to July 1, 2025, will be moved into the 3<sup>rd</sup> 6<sup>th</sup> months of the Fitter Apprenticeship, If the Company lays off these employees. Employees hired after July 1, 2025, will be included in Art. 20.10.

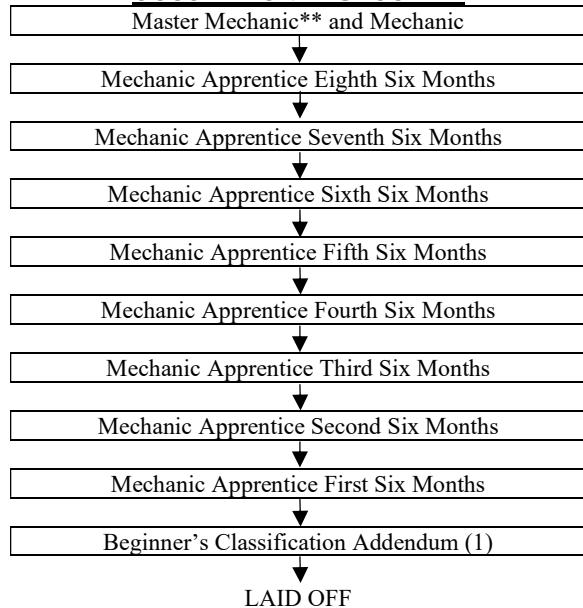
NOTE "A" All employees who are classified a "Service Specialist" and "Service Specialist – Buildings and Grounds" on July 1, 1970 shall have seniority for the purposes of layoff rights within the department only over any new employee hired into the department on or after July 1, 1970 and any employee promoted to "Service Specialist after July 1, 1970, shall retain all seniority theretofore accrued and shall continue to accrue seniority. See Memorandum regarding seniority in classification established July 1, 1980.

NOTE "Z" Shall be laid off unless, because of more Company Seniority and the necessary job qualifications, he can displace an employee under the procedure at Addendum 1 to this Agreement.

## Article 20.09

### LAY-OFF SCHEDULES FOR EMPLOYEES IN THE GARAGE

#### OCCUPATIONAL GROUP #22



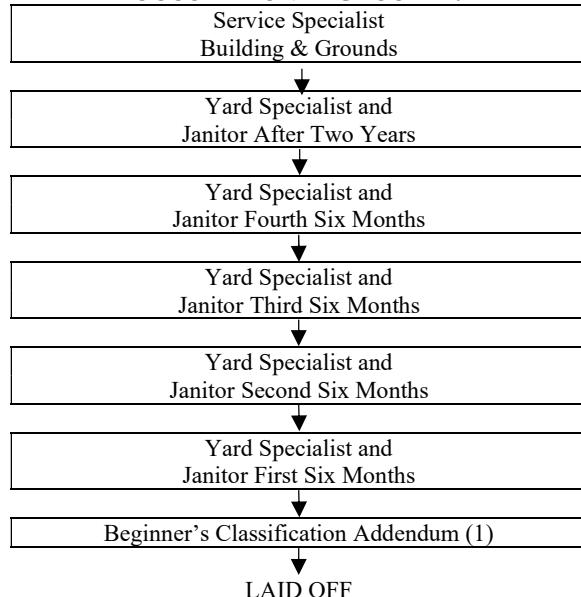
NOTE "Z" Shall be laid off unless, because of more Company Seniority and the necessary job qualifications, he can displace an employee under the procedure at Addendum 1 to this Agreement.

\*\* In the event of a lay-off, Master Mechanics will be removed according to Departmental Seniority.

## Article 20.10

### LAY-OFF SCHEDULES FOR EMPLOYEES IN THE BUILDING AND GROUNDS DEPARTMENT

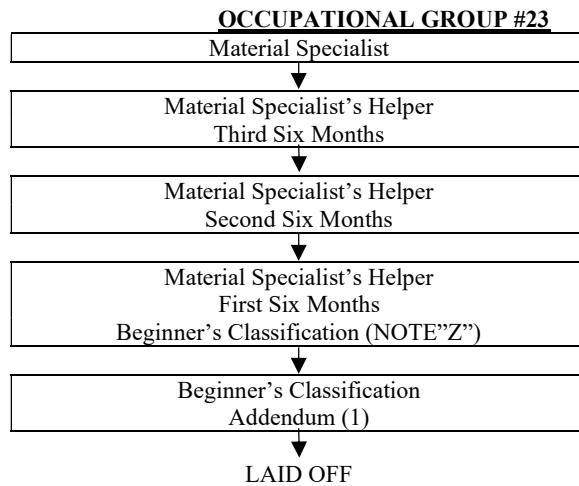
#### OCCUPATIONAL GROUP #20



\*NOTE: Service Specialist Buildings and Grounds employees, hired prior to July 1, 2025, will be moved into the 3<sup>rd</sup> 6<sup>th</sup> months of the Fitter Apprenticeship, if the Company lays off these employees. See Article 20.08.

## Article 20.11

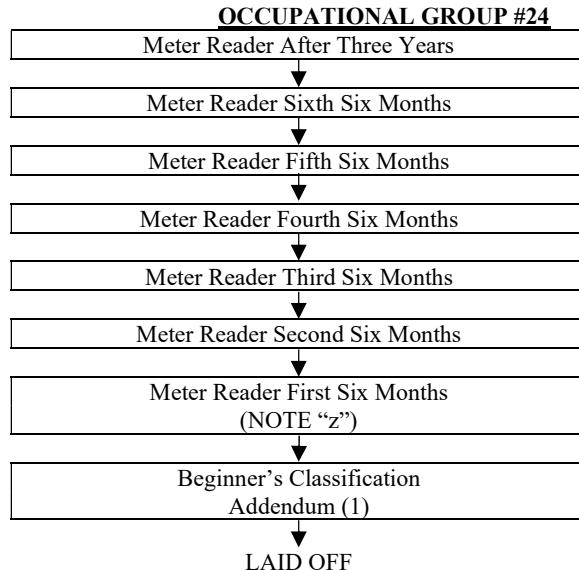
### LAY-OFF SCHEDULES FOR EMPLOYEES IN THE STORES DEPARTMENT



NOTE "Z" Shall be laid off unless, because of more Company Seniority and the necessary job qualifications, he can displace an employee under the procedure at Addendum 1 to this Agreement.

## Article 20.12

### LAY-OFF SCHEDULES FOR EMPLOYEES IN THE METER READING DEPARTMENT - EVANSVILLE



NOTE "Z" Shall be laid off unless, because of more Company Seniority and the necessary job qualifications, he can displace an employee under the procedure at Addendum 1 to this Agreement.

## **ARTICLE 21**

### **SEPARABILITY**

It is agreed that all provisions of this Agreement shall be subject to and in accordance with existing or future federal or state legislation or ruling. Should any of said provisions be invalid because of existing or future federal or state legislation or ruling then said provisions shall be inoperative and the remaining provisions shall not be affected thereby. Should any provisions be declared invalid and later declared valid then said provisions shall become operative when declared valid.

## **ARTICLE 22**

### **PRODUCTIVITY IMPROVEMENTS**

The COMPANY and the UNION agree that meeting and surpassing industry quality and productivity standards are critical to our mutual success and employee job security, and to that end commit to timely establish and implement joint committees within thirty (30) days of contract signing. The COMPANY and UNION will actively support our joint committees to implement productivity enhancements and cost reduction processes and projects. A joint oversight committee consisting of an equal number of COMPANY and UNION employees must mutually agree to guidelines and implementations of joint committees.

At no time would bargaining unit employees be laid off as the result of improved operational effectiveness gained through employee participation. The UNION will appoint the employee's side of committees. The Joint Oversight Committees shall not implement any modifications which could alter the labor agreement provisions without the written agreement of the COMPANY and the UNION.

A copy of all minutes from the committees shall be furnished to the Union.

### **APPENDIX "A"**

The parties mutually agree to insert the following MOA's into the contract: Seniority tiebreaker; new Journeyman Lineman assigned to Trouble Truck; Fire Retardant Clothing dated 11/29/06; Buy/Sell Vacation; Trouble Specialist Alternative Shift Schedule and Alternative Schedule Implementation Manual dated October 2000; along with any supporting documentation including the coinciding MOA dated 11/8/02, and the letter dated 11/20/02.

## ADDENDUM 1

### **LAYOFF PROCEDURES AND DISPLACEMENT RIGHTS PURSUANT TO NOTES "Z" TO LAYOFF SCHEDULES OF THE CONTRACT**

During a layoff, employees who as a result of the layoff procedure in the labor agreement are displaced shall, if they have sufficient Company seniority and the qualifications, displace the most junior employee of all the employees in the beginner's classification as shown below.

Employees in Power Supply who displace other employees in Power Supply classifications will go to the new classification at the highest wage progression level eligible to be displaced under this Addendum, unless the employee's total service with the Company is less than that level. In that situation the employee will enter the new classification at the level they have reached in the Power Supply classification they are leaving. (Example: An AEO after Two Years bumping into Coal & Yard Equipment Operator will go to the 3<sup>rd</sup> Six Months level, but an AEO 1st Six Months would go to Coal & Yard Equipment Operator 1st Six Months.)

All other employees will go to the 2nd Six Month wage level of the new classification unless they have been employed less than six months in which case they will go to the 1st Six Month level. However, if the employee has held the new classification in the past and was above the 2<sup>nd</sup> Six Month level they will go to the progression level that they held at the time they left the classification.

1. Auxiliary Equipment Operator - 1st, 2nd and 3rd 6 months
2. Coal and Yard Equipment Operator - 1st, 2nd and 3rd 6 months
3. Ground Attendant - 1st 6 months through after 3 years
4. Meter Specialist Apprentice - 1st, 2nd and 3rd 6 months
5. Class B. Helper - 1st 6 months through 2 years
6. Yard Specialist - 1st 6 months through 2 years
7. Janitor - 1st 6 months through 2 years
8. Material Specialist Helper - 1st, 2nd and 3rd 6 months
9. Meter Reader - 1st, 2nd and 3rd 6 months
10. Line Clearance Specialist - 1st, 2nd and 3rd 6 months
11. Laboratory Technician - 1st, 2nd and 3rd 6 months
12. Laborer - Temporary
13. Bill Collector - 1st through 3rd 6 months
14. Electrician - 1st 6 months \*
15. Repair Mechanic - 1st 6 months \*
16. Garage Mechanic - 1st 6 months \*
17. Fitter's Helper 1<sup>st</sup> 6 Months through Fitter Apprentice 1<sup>st</sup> 6 Months
18. Gas Turbine Technician 1<sup>st</sup> Six Months

\* Will be required to have or obtain Associate Degree in trade within five (5) years.

## **TEMPORARY ASSIGNMENT - AEO's**

1. AEO's not needed as a result of unit outages may be temporarily assigned to other plants without reduction in pay or seniority.
2. Temporary transfers will be voluntary unless there are fewer volunteers than needed. Then the least senior qualified AEO's will be temporarily transferred. AEO's with less than one (1) year of experience shall be considered unqualified for temporary transfers.
3. No temporary transfers shall be made for periods of less than seven (7) or more than ninety (90) days, unless by mutual agreement.
4. These provisions do not modify or delete the procedures set out in Articles 7, 9, 19, or 20 of the Agreement.

## **ALTERNATE SHIFTS**

In the event that the Company and Union can reach mutual agreement on an alternative shift, it would be agreed that: If 66% of the members affected in the Relief Operator (R.O.), Control Operator (C.O.), Equipment Operator (E.O.), and Auxiliary Equipment Operator (A.E.O.) classifications only at each individual plant, AB Brown, Culley and/or Warrick, agree such employees would have the option to a one-year trial period of an alternative shift.

The trial period would run from January to December with a thirty (30)-day notice (by either party) any time in the month of December to withdraw from the alternative shift.

In the event that both sides agree to continue for another year as a trial period, the alternative shift would continue (or another type of shift) as long as it could be mutually agreed by both parties.

## **Line Specialist Training Costs**

A Line Specialist Apprentice, hired on or after the July 1, 2022, who leaves the Company prior to three (3) years as a Journeyman shall pay back the cost of training as follows: 90% of the total training costs if the employee leaves prior to completing 1 year of service, 60% of the costs if leaving prior to the completion of the 2<sup>nd</sup> year and 30% of the costs if leaving prior to completion of the 3<sup>rd</sup> year of service. The above shall be based on a cost of training of \$30,000 for the full apprenticeship. If an employee is hired into a level of the apprenticeship beyond the 1<sup>st</sup> Six Months, the amount owed shall be prorated based on the time in the apprenticeship program. If an employee leaves during their apprenticeship, the amount owed shall also be pro-rated based on time in the program. The Company agrees to provide the Union with the cost for an employee who leaves prior to meeting his work commitment for review. This program shall not apply in the event that an employee is involuntarily terminated, is unable to work due to disability or their death. The Joint Apprenticeship Committee shall assist in oversight of this program related to costs. Notice of this requirement will be included on internal and external job postings, as well as within new hires' offer letters.

## BENEFIT PLAN MODIFICATIONS

The following includes a summary of the benefit plan changes made during negotiations for this Agreement. Specific changes are located in the plan document.

### Pension

Employees hired between 7/1/00 and 7/1/2010 will have the option of changing, on a prospective basis, from the Cash Balance Retirement Plan, including the \$310 annual contribution, to the enhanced 401k plan with automatic annual contribution of 3% of eligible compensation in addition to the current company match of 50% of the first 6% deferred by the employee.

#### 401k (Effective 1/1/2023)

50% on 8% + 4% for enhanced 401k (Applicable to employees not in pension program)  
50% on 8% (No change to all other employees who are on current pension program)

### Benefits Eligibility

The benefits eligibility for new hires will be the 1<sup>st</sup> day of the month following the date of hire.

### Life Insurance

#### Employee Life Insurance:

Basic –The basic life insurance provided by the Company will be 1 time the employee's annual base hourly wage (hourly rate x 2080 hours).

Optional –The option to purchase additional coverage- will be the following options:

- 1 time annual base wage (total life insurance = 2 times annual base wage).
- 2 times annual base wage (total life insurance = 2 times annual base wage).

Accidental Death and Dismemberment (AD&D) is included in the same amount as the life insurance election.

#### Dependent Life Insurance:

Employees will have the following options to purchase life insurance for dependents:

- \$5,000 spouse / \$2,500 child(ren)
- \$10,000 spouse / \$5,000 child(ren)
- \$20,000 spouse / \$10,000 child(ren)
- \$30,000 spouse / \$15,000 child(ren)

#### Retiree Life Insurance

Effective 7/1/16, all IBEW Local 702 members will have access to the Voluntary Retiree Life Insurance Program.

### Insurance

**Effective January 1, 2023, medical, prescription drug, dental and vision coverage shall be provided exclusively through the NECA/IBEW Family Medical Care Plan (FMCP) Plan 16 for all Union employees.**

**Effective, January 1, 2026, Transition to the FMCP 100% retiree subsidy medical plan 16.**

- i. **Nothing in this Agreement obligates the Company to continue participation in the FMCP plan, on any basis, beyond the expiration of the Collective Bargaining Agreement. The parties acknowledge that the Company is not a Trustee, Participant or Beneficiary as defined in the NECA/IBEW Family Medical Care Plan Agreement and Declaration of Trust.” As such, the Company makes no representations and accepts no responsibility regarding any aspect of the current or future functioning of, or coverage provided by, the Plan.**
- ii. **Retirees will be eligible to participate in FMCP retiree medical coverage based on the plan terms and conditions. CenterPoint Energy agrees to maintain eligibility and necessary administrative services for active CenterPoint Energy employees who are offered participation in the FMCP as defined in the collective bargaining agreement but will not be responsible for providing any eligibility or administrative services for retirees offered participation in the FMCP. The parties agree as a one-time transition event, employees on payroll July 1, 2025, will be eligible for retiree benefits if they are 55 years or older. Any newly hired, rehired, or transferred employees after July 1, 2025, will be eligible to participate in the FMCP retiree medical coverage if they are age 55 or older at termination of employment, with at least five years of participation in FMCP immediately preceding their retirement date.**

**Premium Sharing – Effective January 1, 2023, and the life of the Agreement, the parties agree that the cost sharing ratio for the FMCP plan premium shall be eighty percent (80%) paid by the Company and twenty percent (20%) paid by the employee.**

**An employee on long-term disability (LTD) will remain on the Company healthcare plan for as long as they retain seniority.**

SOUTHERN INDIANA GAS AND ELECTRIC COMPANY  
d/b/a CENTERPOINT ENERGY INDIANA SOUTH

By Nicholas Miller  
Director of Employee and Labor Relations

Company Negotiating Committee

RJ Snyder  
Jesse Jones  
\_\_\_\_\_  
\_\_\_\_\_

Amy L. Fox  
Dan Reh  
\_\_\_\_\_  
\_\_\_\_\_

LOCAL UNION 702  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

By Steve Aughart  
Business Manager

By James A. Hertfeld  
Business Representative

Union Negotiating Committee

Mal Reys  
Branda Sut  
Jeffrey A. Marrett  
Robert K. K.

Jeff Fletcher  
Terry J.  
Bruce West  
Jeff Brown



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\*This index has been printed in this booklet as a matter of convenience only. The index is not a part of the contract as executed.

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Telephone-----	18-----	18.10-----	36
<b>Pay Days-----</b>	<b>16-----</b>	<b>16.08-----</b>	<b>30</b>
<b>Permanent Employee-----</b>	<b>8-----</b>	<b>8.02-----</b>	<b>12</b>
<b>Postings</b>			
Overtime-----	7-----	7.02-C-----	8
Seniority-----	9-----	9.05-----	13
Vacancies and New Positions-----	9-----	9.05-A-B-----	13
<b>Probationary Employee - Defined-----</b>	<b>8-----</b>	<b>8.02-----</b>	<b>12</b>
<b>Promotion - General-----</b>	<b>9-----</b>	<b>9.05-----</b>	<b>13</b>
Right to Direct Working Force-----	2-----	-----1	
Failure to Qualify-----	9-----	9.05-C-----	13
Refusal of-----	9-----	9.05-D-----	14
Right to Hearing-----	6-----	6.06-----	4
Schedule-----	9-----	9.06-----	14
<b>Personal Tools and Equipment-----</b>	<b>18-----</b>	<b>18.01-----</b>	<b>33</b>
<b>Purpose of Agreement-----</b>	<b>1-----</b>	<b>-----1</b>	
Coverage-----	1-----	-----1	
<b>Productivity Improvements-----</b>	<b>22-----</b>	<b>-----58</b>	
<b>Qualifications</b>			
Meeting Job Standards-----	9-----	9.05-A-----	13
<b>Reduction in Force-----</b>	<b>9-----</b>	<b>9.01-----</b>	<b>12</b>
<b>Re-Employment - After Layoff-----</b>	<b>9-----</b>	<b>9.02-----</b>	<b>13</b>
After Military Service-----	12-----	12.06-----	21
<b>Regular Employee - Defined-----</b>	<b>8-----</b>	<b>8.02-----</b>	<b>12</b>
<b>Re-Hired Employee-----</b>	<b>9-----</b>	<b>9.02-----</b>	<b>13</b>
Job Properly Offered-----	9-----	9.03-----	13
<b>Representation - Unit-----</b>	<b>1-----</b>	<b>-----1</b>	
Grievance-----	6-----	6.02-A-----	3
Committee-----	6-----	6.02-D-----	3
<b>Rest Period - 16-Hour Clause-----</b>	<b>7-----</b>	<b>7.02-C-9-----</b>	<b>10</b>
<b>Safety</b>			

Equipment-----	14-----14.02-----	22
Foreman-----	18-----18.05-----	36
Glasses-----	14-----14.05-----	22
Hazardous Work-----	14-----14.03-----	22
Union Representative on Safety Council-----	14-----14.01-----	22
Safety Rules-----	14-----14.01-----	22
<b>Seniority - Definition-----</b>	<b>8-----8.01-----</b>	<b>12</b>
Established-----	8-----8.02-----	12
Filling Vacancies-----	9-----9.05-----	13
Forfeit-----	9-----9.02-----	13
Leave of Absence-----	12-----12.05-----	21
Department-----	9-----9.05-----	13
Posting-----	9-----9.05-----	13
Layoff-----	9-----9.01-----	12
Restored-----	9-----9.02-----	13
Re-employment-----	9-----9.02-----	13
Accumulation, During Illness-----	12-----12.01-----	18
Demotion-----	9-----9.01-----	12
Sick Leave-----	12-----12.01-----	18
<b>Service Watch-----</b>	<b>7-----7.02-C-11-----</b>	<b>10</b>
<b>Shift - Premium-----</b>	<b>16-----16.02-----</b>	<b>30</b>
Rate-----	16-----16.02-----	30
<b>Shift Worker - Defined-----</b>	<b>7-----7.02-A-----</b>	<b>8</b>
Meals-----	17-----17.02-A-C-----	32
Notice of Change-----	7-----7.04-----	11
Overtime Rate-----	7-----7.02-A-B-----	8
Work Week-----	7-----7.01-----	4
<b>Sick Leave</b>		
Coverage-----	12-----12.01-----	18
Rate of Pay-----	12-----12.01-----	19
Maximum Amount-----	12-----12.01-----	19
Accidents-----	12-----12.07-----	21
Notification to Supervisor-----	12-----12.01-----	18
Physicians Certificate-----	12-----12.01-----	18
Members of Family-----	12-----12.02-----	20
<b>Special Conditions-----</b>	<b>16-----16.09-----</b>	<b>30</b>
Special Hours-----	7-----7.02-A-----	8
Holiday Allowances-----	11-----11.01-----	16
Establishing New Shift-----	7-----7.04-----	11
<b>Stand-By Time-----</b>	<b>7-----7.02-C-10-----</b>	<b>10</b>
<b>Substitution in Higher Classification-----</b>	<b>16-----16.04-----</b>	<b>30</b>
<b>Sunday Work-----</b>	<b>7-----7.02-B-----</b>	<b>8</b>
Power Plants-----	7-----7.01-A-3-----	5
Electricians-----	7-----7.01-D-1-----	6
<b>Suspension, Layoff and Discharge-----</b>	<b>9-----9.01-----</b>	<b>12</b>
<b>Telephone-----</b>	<b>18-----18.10-----</b>	<b>36</b>
<b>Terms of Agreement-----</b>	<b>1-----1-----</b>	<b>1</b>
<b>Tests-----</b>	<b>14-----14.01-----</b>	<b>22</b>
	19-----19.05-----	40
	19-----19.06-----	42
<b>Tools-----</b>	<b>18-----18.01-----</b>	<b>33</b>
<b>Transfer - Change of Status</b>		
3 Days or Less-----	7-----7.04-----	11
Over 30 Days-----	16-----16.04-----	30
Failure to Qualify-----	9-----9.05-C-----	13
<b>Travel Expense-----</b>	<b>17-----17.07-----</b>	<b>32</b>
<b>Uniforms/Safety Apparel-----</b>	<b>18-----18.02-----</b>	<b>33</b>
<b>Union Business-----</b>	<b>6-----6.03-----</b>	<b>3</b>
Union Security Clause-----	3-----3.01-----	1

Officers-----	6-----	6.01-----	3
<b>Vacation-----</b>	<b>10-----</b>	<b>14</b>	
Pay-----	10-----	10.02-----	14
-----	10-----	10.05-----	15
Schedule-----	10-----	10.01-----	14
Change of Vacation-----	10-----	10.05-----	15
Holiday During Vacation-----	11-----	11.01-G-----	18
Termination of Employment-----	10-----	10.07-----	15
Consecutive Days-----	10-----	10.03-----	15
Proration-----	10-----	10.07-----	15
Holidays-----	11-----	11.01-G-----	18
<b>Vacancy-----</b>	<b>9-----</b>	<b>9.05-----</b>	<b>13</b>
<b>Wages-----</b>	<b>16-----</b>	<b>16.01-----</b>	<b>23</b>
Day Paid-----	16-----	16.08-----	30
Grievance Time-----	6-----	6.03-----	3
Holiday-----	11-----	11.01-B-----	17
Red Circle Rates-----	16-----	16.09-----	30
Reimbursement for Loss-----	6-----	6.06-----	4
Sick Leave-----	12-----	12.01-----	18
Special Wage Rates-----	16-----	16.09-----	30
Starting-----	16-----	16.07-----	30
Stand-by-----	7-----	7.02-C-10-----	10
Vacation-----	10-----	10.02-----	14
Vacation Change-----	10-----	10.05-----	15
<b>Weather-----</b>	<b>15-----</b>	<b>15.01-----</b>	<b>23</b>
<b>Work</b>			
Foreman-----	18-----	18.05-----	36
Schedule, Notice of Change-----	7-----	7.04-----	11
Work Week-----	7-----	7.01-----	4

**Memorandum of Agreement**  
**Vectren Energy Delivery of Indiana & IBEW Local 702**

The above referenced parties enter into this MOA by mutual consent of both parties and are in agreement with all provisions set forth as stated below:

- 1) The classification of Storage Field Operator will be added to the IBEW Local 702 collective bargaining agreement and will be referenced under Article 7 (k). The classifications and pay scales are shown on Exhibit A.
- 2) **Hours of Work:** To allow for (24) hour operations, employees may be scheduled to work (12) hour shifts, with shift starting times between 6am to 8am and/or 6pm to 8pm. However, generally speaking, a regular work day will consist of an (8) hour shift, with the starting time between 6am and 8am. In the event that management may need to deviate from these schedules, employees will be provided with at least (24) hour advance notice of such change. In emergency situations, no notice will be required. This notice would only be applicable in instances when a day and night shift is necessary for 24 hour operation of the field. Failure to give such notice excluding emergency situations shall entitle such employee to his applicable overtime rate for the first 8 hours of such change.
- 3) **Service Watch:** Employees in this classification will be subject to current language contained in Article 7.02 Paragraph (11) as it relates to their obligations for Service Watch. Employees in this work group will be given the opportunity to volunteer for Service Watch on a rotational basis initially. If there are no volunteers, then Service Watch will be assigned to the employee with the lowest amount of overtime. If the assigned employee is still low on overtime after one week, service watch will go to the next qualified person on the overtime list.
- 4) **Overtime:** When employees in this classification are working (8) hours shifts, the following current contract provisions shall apply: more than (8) hours in a day or (40) in a week will be paid at the applicable overtime rate. When working a 12 hour shift the employee will receive 8 hours of straight time and overtime will be paid to the employee for the 4 hours of additional work.
- 5) **Meal Allowance:** Due to the unique circumstances and location of the reporting offices the current reimbursement system will remain in place. The current reimbursement system allows for a Storage Field Operator to purchase food to have at the storage field in the event of an overnight stay to allow for 24 hour operation and should not exceed \$40.00 per day.
- 6) **Use of Company Vehicles:** When employees in this group are on Service Watch on weekends, they will be allowed to take home company vehicles.
- 7) **Compliance Work:** Employees in this classification will be responsible for performing all compliance work activities, which includes but is not limited to all corrosion work (inclusive of coupon replacement), valve inspections, leak surveys, patrols, vessel inspections, regulator and relief inspections, etc.

- 8) **Posting of Vacancies:** Based on the unique nature of this work, and the critical need to identify the most qualified applicant, vacancies in this classification will not require internal posting, and will be posted at the discretion of management and awarded to the most qualified applicant.
- 9) **Inclement Weather:** Employees will not be required to do construction or maintenance work out-of-doors during inclement weather unless such work is necessary to protect life or property or maintain service to the public. When inclement weather exists, it is understood that work that is critical to maintaining gas flow in or out of the field will be considered necessary to maintain service to the public.
- 10) **Clothing Allowance:** The provisions of Article (18.02) will apply to employees in the Storage Field Fitter Classification consistent with the Gas Construction and Maintenance Department.
- 11) **Jurisdiction:** Management will retain jurisdiction for performing the following duties relating to storage field performance studies & equipment enhancement/modifications: including but limited to instrumentation readings; using flow meters; obtaining gas samples & temperature readings; using echo meters; obtaining well specific differential pressures needed to assess reservoir characteristics & specific well performance; as well as obtaining measurements & conducting inspections necessary for in depth field performance analysis and equipment enhancement/modifications. This will not prevent management from delegating these duties to a Storage Field Operator from time to time at management's discretion.  
  
Employees in this classification will perform routine storage field operational and maintenance activities, including but not limited to taking well head pressures during shut-in as well as routine well pressure on monitoring wells; biannual differential pressures; regular dew point, H2S; CO2; gas samples; temperature compressor; processing; production; regulation; piping and ancillary equipment readings and inspections, etc. along with all job duties associated with this position.
- 12) **Transition Period:** The provisions of this MOA will govern the parties from the agreed upon effective date until the parties engage in the next contract negotiations, at which time the parties can negotiate changes and or modifications to this agreement. Upon conclusion of negotiations for the 2016-2019 contract cycle, the parties agree that this MOA will be rolled over into the contract and will become a permanent part of such moving forward.

The below referenced parties agree to the provisions set forth above effective on \_\_\_\_\_, 2015.

For Vectren:

Will Misner III  
Will Misner, Director, Gas Systems Operations

Eric Myles  
Eric Myles, Director, Labor Relations

Randy Gary  
Randy Gary, Manager of Gas Control, Underground Storage  
& LP Operations

Josh Sherretz  
Josh Sherretz, Supervisor of Storage & LP Operations

For IBEW Local 702

Steve Hughart  
Steve Hughart, Business Manager

Jamie Hatfield  
Jamie Hatfield, Business Rep.

**Exhibit A**

<b>New Storage Field Classifications</b>	<b>Storage Field Employees Wage Scale</b>
<b>Storage Field Operator</b>	<b>\$26.00</b>
<b>Apprentice 8<sup>th</sup> 6 mos.</b>	<b>\$25.25</b>
<b>Apprentice 7<sup>th</sup> 6 mos.</b>	<b>\$24.50</b>
<b>Apprentice 6<sup>th</sup> 6 mos.</b>	<b>\$23.75</b>
<b>Apprentice 5<sup>th</sup> 6 mos.</b>	<b>\$23.00</b>
<b>Apprentice 4<sup>th</sup> 6 mos.</b>	<b>\$22.25</b>
<b>Apprentice 3<sup>rd</sup> 6 mos.</b>	<b>\$21.50</b>
<b>Apprentice 2<sup>nd</sup> 6 mos.</b>	<b>\$20.75</b>
<b>Apprentice 1<sup>st</sup> 6 mos.</b>	<b>\$20.00</b>

## MEMORANDUM OF AGREEMENT

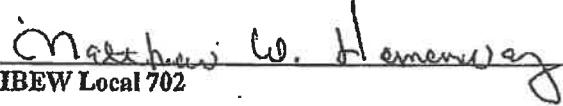
### Trouble Specialist Alternative Shift Schedule

The parties agree to implement a combination eight (8) and twelve (12) hour rotating shift schedule for the Trouble Specialist classification as follows:

1. The schedule will be implemented on a trial basis beginning on or about April 20, 2009 and will end on December 27, 2009. Either party may opt out of the agreement at that time by providing a written notice at least thirty (30) days prior to December 27, 2009.
2. If neither party chooses to opt out, the schedule will continue with the provision that either party may opt out at any time thereafter by providing a written notice at least ninety (90) days.
3. The parties agree to meet as needed to discuss and attempt to resolve issues that may arise during the trial period.
4. The rules and procedures in the Alternative Shift agreement, including applicable Memorandums of Agreement, (attached) in effect governing the twelve (12) hour shift in Power Supply will be followed and will provide a guideline for resolving other issues that may arise.
5. The Trouble Specialist rotation will be over a ten week period as shown in the attached schedule and subject to the following:
  - The pay week starts at 6:00 am Monday.
  - Twelve (12) hour shifts will be 6:00 am to 6:00 pm and 6:00 pm to 6:00 am.
  - Eight (8) hour shifts will be 8:00 am to 4:00 pm.
  - Overtime will be paid for all hours outside of the normal schedule and for all hours in excess of forty (40) in any work week.
  - The highlighted day is the employee's "seventh day" for overtime purposes.
6. The Company will attempt to cover for employees off on vacation, sick days and other short term absences from within the department. If it becomes necessary to temporarily fill a position due to an employee being off on a long term sick leave or other unusual situation the Company may assign qualified employees from the Line Department to substitute as Trouble Specialists. Employees so assigned will have the option of working an eight (8) hour Monday through Friday schedule in lieu of the twelve (12) hour rotating schedule for a maximum of ten (10) weeks. After that period the Company may request qualified volunteers from the Line Department to work the twelve (12) hour shift rotation only. If there are no volunteers the Company may cancel this agreement at any time without providing the written notice required in paragraph 2 above, and all Trouble Specialists will be reassigned to the normal eight (8) hour three (3) shift schedule.

  
Southern Indiana Gas and Electric Company d/b/a  
Vectren Energy Delivery of Indiana, Inc.

5/13/09  
Date

  
IBEW Local 702

5/13/09  
Date

Trouble Specialist  
Twelve Hour Rotating Shift  
May, 2009

		WEEK 1					WEEK 2					WEEK 3					WEEK 4					WEEK 5											
Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun		
1	8	D	8	8	D	-	-	1	N	N	N	N	N	-	-	1	N	N	N	N	N	-	-	1	N	N	N	N	N	N	N		
2	D	-	D	-	D	-	-	2	-	-	-	-	-	-	-	2	8	8	8	8	8	-	-	2	8	8	8	8	8	8	8		
3	-	N	N	-	D	D	-	3	-	-	-	-	-	-	-	3	-	-	-	-	-	-	-	3	-	-	-	-	-	-	-		
4	N	-	N	-	-	N	N	4	-	-	-	-	-	-	-	4	-	-	-	-	-	-	-	4	-	-	-	-	-	-	-		
5	-	N	N	-	N	N	N	5	-	-	-	-	-	-	-	5	-	-	-	-	-	-	-	5	-	-	-	-	-	-	-		
WEEK 2		Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	8	8	8	8	8	8	8	8	1	N	N	N	N	N	-	-	1	N	N	N	N	N	-	-	1	N	N	N	N	N	N	N	
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WEEK 3		Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	-	-	N	N	N	N	-	-	1	-	-	-	-	-	-	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-		
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WEEK 4		Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	-	-	N	N	N	N	-	-	1	-	-	-	-	-	-	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-		
2	8	8	8	8	8	8	8	8	2	-	-	-	-	-	-	2	-	-	-	-	-	-	-	2	-	-	-	-	-	-	-		
3	D	-	D	-	D	-	-	D	3	-	-	-	-	-	-	3	-	-	-	-	-	-	-	3	-	-	-	-	-	-	-		
4	-	D	-	D	-	D	-	D	4	-	-	-	-	-	-	4	-	-	-	-	-	-	-	4	-	-	-	-	-	-	-		
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WEEK 5		Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	N	N	-	-	N	N	N	N	1	-	-	-	-	-	-	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-		
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5	-	D	-	D	-	D	-	D	5	-	-	-	-	-	-	5	-	-	-	-	-	-	-	5	-	-	-	-	-	-	-		

NOTE: The highlighted day is the employee's "seventh day" for overtime purposes.

# ALTERNATIVE SCHEDULE IMPLEMENTATION MANUAL

Prepared for



October 2000

Also:  
Memorandum of Agreement 11-8-02

## Work Rule Summary

### WORK SCHEDULE OPTION:

Crew	M	T	W	T	F	S	S	Work Hours	Pay Hours
1	D	D	D	D	-	(O)	-	44	46
2	-	(O)	-	-	N	N	N	36	36
3	N	-	(O)	-	D	D	D	48	52
4	-	N	N	N	-	(O)	-	40	40
							Avg	42.	43.5

D = 12 Hour Day Shift (6:00 am - 6:00 pm)

N = 12 Hour Night Shift (6:00 pm - 6:00 am)

O = Double Time Day

Work week starts at 10:00 am Monday for payroll purposes

### OVERTIME PAYMENT:

Time and one half will be paid for all hours worked outside of the current schedule. Double time will be paid for hours worked on the second day off in any week (as noted above by the circled days.) All other overtime is paid at contractual rate.

### VACATION TIME:

Days off will be converted to hours off as follows:

1 week vacation = 40 hours (or 3-12 hour shifts + 4 hours); 1 split

2 weeks vacation = 80 hours (or 6 - 12 hour shifts + 8 hours); 2 splits

3 weeks vacation = 120 hours (or 10 - 12 hour shifts); 3 splits

4 weeks vacation = 160 hours (or 13 - 12 hour shifts + 4 hours); 4 splits

5 weeks vacation = 200 hours (or 16 - 12 hour shifts + 8 hours); 5 splits

Besides the splits designated above, each employee gets two additional splits. If 8 hours remain after all other vacation is used, an additional 12 hour shift can be taken off and the employee will be paid for 8 hours. If 4 hours remain, the employee will be paid for those four hours. In either case, the remaining hours (either 4 or 8 hours as described above) can be rolled into the next calendar vacation year.

### HOLIDAYS:

The defined times of a holiday change to 6:00 am to 6:00 pm. Eight hours of holiday pay will be provided for each of nine fixed holidays (New Year's Eve, New Year's Day, Good Friday, Decoration Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, Christmas Eve and

Christmas.) The anniversary, birthday and personal holidays will also be paid eight hours of holiday pay for each. The New Year's Eve holiday can be moved with only eight hours of pay allowed. Any holiday can be paid at the full 12 hour rate if an employee elects to use 4 hours of qualified vacation time with the 8 hour holiday benefit. Utilization of this qualified vacation time in this manner will not count as a split.

#### SICK LEAVE:

Sick leave will be credited as hours, not days. Any employee hired after January 1<sup>st</sup> of each year shall be credited with 32 hours sick leave on the first day of the month following his probationary period and shall be credited with 16 additional hours for each month worked thereafter during the remainder of that calendar year. Sick leave will then be credited at a rate of 160 hours each year. A maximum accumulation of 360 hours will be allowed for employees employed for more than one year, but less than five years. An accumulation of 520 hours are allowed for employees with greater than 5 years employment.

Employees will be paid after four consecutive half working days or more. Those 24 hours will be paid if the employee misses 13 consecutive work days due to that same illness.

#### HOSPITALIZATION OF RELATIVE:

A maximum of 12 hours pay will be allowed for time missed due to spouse's delivery on a regular work day.

#### JURY DUTY:

Employees will be paid for lost time from work (minus the jury fee.) If employee is scheduled to work a night shift and is dismissed prior to Noon that day, he will not be considered to have performed jury duty on that day. If he is scheduled for a night shift and must report for jury duty on the day the shift ends, he will be excused from such shift and will be paid as above.

#### TRIAL PARAMETERS:

- 1.) Trial applies to BO, RO, CO and AEO classifications in power plants.
- 2.) Each power plant (Brown, Culley and Warrick) will decide via secret vote conducted by Coleman and IBEW reps during Implementation Meetings conducted in October 2000. A 66% majority of the affected employees at each location will determine whether to remain on the existing schedule or implement the proposed schedule at that location.
- 3.) If any power plant decides to try the new schedule, a one year trial would commence on January 1, 2001. Either party can opt out of the alternative schedule with at least a thirty-day notice before the end of the trial.
- 4.) Costs and savings generated will be reviewed quarterly to be sure that the company is not paying more for the current schedule than they would for the existing schedule.

**SIGECO TRANSITION SCHEDULE**

CREW	DECEMBER 2000							JANUARY 2001						
	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE.	WED	THU	FRI	SAT	SUN
	25	26	27	28	29	30	31	1	2	3	4	5	6	7
W	n	n	n	n	n	-	-	D	D	D	D	-	-	-
X	-	d	d	d	d	d	d	-	-	-	-	N	N	N
Y	a	a	a	-	-	n	n+n'	N	-	-	-	D	D	D
Z	d	-	-	a	a	a	a	-	N	N	N	-	-	-

Note: New Work week begins at 10:00 A.M. on January 1, 2001

The n' shift is a 6-hour shift from 12 AM (Midnight) to 6 AM on Jan 1<sup>st</sup>. This covers the 6-hour gap between the 2 schedules. Crew Y will work the usual 2 night shifts on Saturday and Sunday then will return for the n' shift on Sunday night/Monday morning. They will then work the 12-hour Night shift on Monday (Monday 6 PM to Tuesday 6 AM). Those working the n' shift will not be eligible for holiday pay (but Crew Y will receive holiday pay for the n shift on Sunday and the N shift on Monday) but will eligible for time and one half since it will be more than 40 hours.

**MEMORANDUM OF AGREEMENT**  
**Alternative Schedule for Power Plants**  
**(Twelve Hour Shift)**

The parties agree to the following revisions to the Alternative Schedule Implementation Manual dated October, 2000 for the scheduling of twelve (12) hour shifts in the power plants. The revisions will be effective in January, 2003.

**HOLIDAYS:**

*(See attached letter dated 11/20/02)*

1. Employees must take four (4) hours of paid vacation time with each of the holidays recognized in the Labor Agreement, including the Anniversary, Birthday and Personal Holiday.
2. Employees retain the right to observe the Anniversary and Birthday holidays on the actual day they fall without being restricted by the rules governing the total number of employees allowed off, with the exception that if those holidays are scheduled as part of a vacation period, (beginning, end or middle of the vacation) the restrictions will apply. If the Anniversary or Birthday falls on a recognized holiday under the current Labor Agreement, it must be taken on the next scheduled working day that is not a holiday, unless the employee has exercised the option under paragraph 3 of this Memorandum of Agreement.
3. Employees have the option of using the Birthday and/or Anniversary holidays as Personal Holidays under the provisions of Article 11, Paragraph F of the current Labor Agreement, with the following understanding:
  - A. The first sentence of Article 11-F is amended to read ... (8 hours at straight time pay and 4 hours of vacation pay)....
  - B. The last sentence of Article 11-F-1 is interpreted to mean that a personal holiday must be taken on a "regularly scheduled work day," rather than a "regular straight time day."
  - C. Personal Holiday requests will be subject to the rules governing the total number of employees allowed off.

**OVERTIME PAYMENT:**

Employees who are scheduled for the 44 or 48 hour week, and who miss work during the week due to an authorized absence with pay listed in the first paragraph of Article 12 of the Labor Agreement, will receive regularly scheduled overtime pay for the week

(4 hours or 8 hours) provided that they actually work the last regularly scheduled work day (fourth day) of the week. An employee who does not work the last regularly scheduled work day will be paid on a straight time basis for the work week.

#### HOSPITALIZATION OF A RELATIVE:

For employees scheduled for the 6 p.m. to 6 a.m. shift, if the time of admission to a hospital is between noon and 6 p.m., the next regular tour of duty will be allowed provided it starts no later than ten (10) hours after the official admitting time. Article 12.02-C will not apply to power plant employees on the twelve hour shift schedule covered by this Memorandum of Agreement.

#### DEATH LEAVE:

Death Leave will be charged as hours with a maximum payment of (36) hours, except as otherwise provided in the Labor Agreement. All other applications and interpretations of Article 12.03 will remain the same. (See attached re Death leave)

It is further understood and agreed by the parties that the provisions of this Memorandum of Agreement apply only to power plant employees assigned to the twelve hour shift schedule covered by the Alternative Schedule Implementation Manual dated October, 2000.

Jack Keween  
Southern Indiana Gas and Electric Company  
d/b/a Vectren Energy Delivery of Indiana, Inc.

Nov 8, 2002  
Date

Matt Henenway  
IBEW Local 702

Nov 8, 2002  
Date



Vectren Corporation  
P.O. Box 209  
Evansville, Indiana 47702-0209

November 20, 2002

Mr. Matt Hemenway  
Business Representative  
IBEW Local 702  
106 North Monroe Street  
West Frankfort, Illinois 62896

RE: Memorandum of Agreement - Alternative Schedule for Power Plants - 11/8/02

Dear Matt:

This will confirm our phone conversation today concerning the intent and interpretation of the "Holidays" portion of the above Memorandum of Agreement.

We agreed that Anniversary and Birthday holidays that are moved from the original date, under the option provided in item 3, will be scheduled for a different date during that CALENDAR year. Only the one Personal Holiday provided in Article 11, Paragraph F of the Labor Agreement will be scheduled on a CONTRACT year basis.

Sincerely,

A handwritten signature in black ink that reads "David L. Thompson".

David L. Thompson  
Labor Relations Consultant

copy:

Mike Kamp  
Dennis Glancy  
Marci Schmitt  
Ray Graham

Update the MOA Alternative Schedule for Power Plants:

Employees must take four (4) hours of paid vacation time with each of the holidays recognized in the Labor Agreement. **For the Anniversary, Birthday and Personal Holiday, employees must take either four (4) hours of paid vacation or four (4) hours of excused unpaid. If employees choose to take four (4) hours of excused unpaid time, it will not impact the built in overtime in their schedule for that week.**

## MEMORANDUM OF AGREEMENT

### Fire Retardant Clothing

The parties understand and agree that this Memorandum of Agreement replaces in full the Memorandum of Agreement on Fire Retardant Clothing dated November 8, 2002.

In order to assist employees with the purchase of Fire Retardant (FR) clothing necessary to comply with the Vectren Fire Retardant Clothing Policy effective in November, 2002, the parties agree to the following procedure:

1. Effective January 1, 2007 the current supplier will be Tyndale Company, Inc.
2. The Company will provide each employee entering the Energy Delivery classifications listed in the policy the amount of \$390.00 credited to an account with the current FR clothing supplier to purchase an initial supply of FR clothing from the approved catalogue which will enable the employee to be in compliance with the policy in all situations.
3. The Company will establish an individual account with the current FR clothing supplier for each employee to order replacement items from the approved catalogue. The full cost of replacement will be charged against the account, with the exception that the cost of the logo and any extra charges for non-stock sizes will be billed separately to the Company.

Beginning in January of 2007, and in January of each subsequent year, \$135.00, including \$10.00 for shipping, will be placed into each employee's account for the purchase of replacement items from the approved catalogue.

Any amount remaining in an employee's account at the end of any year will remain in the account for the next year, with the limitation that the total amount in an employee's account each January will not exceed \$390.00.

The January funding by the Company as explained above will be the maximum Company contribution for that year. If, for any reason, an employee's account balance is not sufficient to cover the full cost of the employee's purchase of replacement items during the year, the amount not covered by the fund balance will be the responsibility of the employee.

When the replacement cost of any item listed below increases 5% or more above the current cost shown, the Company will add the amount of the increase to the amount funded the following January, and will do so for each additional 5% cost increase over the new replacement cost for that item.

Item	Current Cost
Long sleeve shirt (4.5 oz. Nomex Blend - N190T)	\$58.65
Short sleeve shirt (4.5 oz. Nomex Blend - N191T)	\$58.65
Outer garment - (Lineman's coat Brown Duck - K655B+ Hood Brown Duck ~ K6HOB)	\$162.00

4. The Company reserves the right to change suppliers at any time, provided the change does not result in an immediate increase in cost or a change to any other provision of this agreement.

Either party may request to meet and discuss any changes or modifications to this agreement that might be necessary in the event of any of the following:

- A change in any OSHA, State or Federal requirement pertaining to the wearing of FR clothing which would require the Company to make a change to the FR Clothing Policy.
- A change in the Company policy on FR clothing.
- Any other unusual or unexpected event affecting this agreement, the Company policy on FR clothing, and/or compliance with that policy by the employees.

The parties also agree that a representative of each will meet annually in November to review the approved catalogue and consider the need for changes or additions.

5. The provisions of this agreement apply only to the employees in the Energy Delivery classifications listed in the Vectren Fire Retardant Clothing Policy effective November 15, 2002. It does not apply to Power Supply Electricians.

RW Graham

Southern Indiana Gas and Electric Company d/b/a Vectren  
Energy Delivery of Indiana, Inc.

11/29/06

Date

Matthew W. Hemenway  
IBEW Local 702

11-29-06

Date

## MEMORANDUM OF AGREEMENT

### Fire Retardant Clothing

In order to assist employees with the purchase of Fire Retardant (FR) clothing necessary to comply with the Vectren Fire Retardant Clothing Policy effective in November, 2002, the parties agree to the following procedure:

1. The Company will furnish each employee in the Energy Delivery classifications listed in the policy an initial supply of FR clothing to include the items listed below:

Three (3) long sleeve shirts (SRU2GB/TN)

Three (3) short sleeve shirts (SRU8GB/TN)

One (1) outer garment from the following selection:

Bomber jacket + hood (JTB8BD +HTH2BD)

Lineman's coat + hood (JTC2BD + HTH2BD)

Hooded pullover sweatshirt (SNH2NV)

Hooded zip-up sweatshirt (SCH6NV/SCH6OR)

One (1) repair kit

Any employee entering one of the listed classifications after the implementation of this policy will receive the initial supply of FR clothing.

2. The Company will establish an individual account with Bulwark for each employee to order replacement items (from the above list only). The full cost of replacement will be charged against the account, with the exception that the cost of the logo and any extra charges for non-stock sizes will be billed separately to the Company.

Beginning in January of 2003, and in January of each subsequent year, \$135.00, including \$10.00 for shipping, will be placed into each employee's account for the purchase of replacement items on the above list.

During 2003 only, any purchase of replacement items will require the approval of the employee's supervisor. Beginning in January of 2004, employee's will be able to purchase replacement items as needed, without supervisor approval.

Any amount remaining in an employee's account at the end of any year will remain in the account for the next year, with the limitation that the total amount in an employee's account each January will not exceed the total replacement cost of the initial supply of clothing (based on the cost of items in effect as of January of each year).

The January funding by the Company, as explained above, will be the maximum Company contribution for that year. If, for any reason, an employee's account balance is not sufficient to cover the full cost of the employee's purchase of replacement items during the year, the amount not covered by the fund balance will be the responsibility of the employee.

When the replacement cost of any item increases 5% or more above the original cost shown below, the Company will add the amount of the increase to the amount funded the following January, and will do so for each additional 5% cost increase over the new replacement cost for that item.

Original Cost:

Long sleeve shirt - \$43.48 (SRU2GB/TN)  
Short sleeve shirt - \$41.20 (SRU8GB/TN)  
Outer garment - \$131.68 (based on JTC2BD - Brown Duck Lineman's coat + HTH2BD - Hood)

The Company reserves the right to change suppliers at any time, provided the change does not result in an immediate increase in cost, or a change to any other provision of this agreement.

3. Either party may request to meet and discuss any changes or modifications to this agreement that might be necessary in the event of any of the following:

- A change in any OSHA, State or Federal requirement pertaining to the wearing of FR clothing which would require the Company to make a change to the FR Clothing Policy.
- A change in the Company policy on FR clothing.
- Any other unusual or unexpected event affecting this agreement, the Company policy on FR clothing, and/or compliance with that policy by the employees.

In addition, the parties agree to meet after three (3) years to consider the need for an increase or decrease in the amount funded each January.

The parties also agree that a representative of each will meet in November of 2003 to review the list of approved items and consider the need for changes or additions.

4. The provisions of this agreement apply only to the employees in the Energy Delivery classifications listed in the Vectren Fire Retardant Clothing Policy effective November 15, 2002. It does not apply to Power Supply Electricians.

Dale D. Thompson  
Southern Indiana Gas and Electric Company d/b/a Vectren  
Energy Delivery of Indiana, Inc.

Nov 8, 2002  
Date

Brigitte H. Remenway  
IBEW Local 702

Nov 8, 2002  
Date

## MEMORANDUM OF AGREEMENT

In Settlement of Grievance 11-12

Trouble and Service Specialist

The parties agree to the following as full and final settlement of grievance 11-12:

- The Company may on a temporary basis, assign new 1<sup>st</sup> Class Line Specialist/Glovers in a district to work alone during the day as a Trouble and Service Specialist using the "trouble truck" in order to gain experience in performing that type of work. Such assignment will be limited to a maximum of two weeks for each employee. Such assignments will be made during the first three months after becoming a Journeyman and before the employee is assigned to service watch. The Trouble and Service Specialist may be assigned to other work during these periods.

For the Company:

Lane Charles

Date: 5/13/13

For the Union:

James J. Hartley

Date: 5/9/13

**Memorandum of Agreement**

**Article 8, Seniority**

**Paragraph 8.03**

The parties agree that in the event two employees have the same Company seniority date, the date that appears on the employee's paper application for employment with the Company based on the records in the employee's personnel file will be used to determine seniority for all situations covered by the Labor Agreement. If the dates on the paper application are the same, then the date that appears on the employee's online application for employment will be used as the second tie breaker. This Memorandum of Agreement supersedes the Memorandum of Agreement dated November 2, 2005.

Laura Chambliss

Laura Chambliss, Director of Employee Relations

Jamie A. Wolford

IBEW, Local 702

8/28/13

Date

8/28/13

**Memorandum of Agreement**  
**Grievance 22-003 – Overtime and Time Worked on Holidays**  
**Power Supply**

The Company and Union have come to an agreement related to grievance 22-003 and the manner in which time worked on Holidays will be tracked in Power Supply moving forward. The terms of the agreement are as follows:

- The Company agrees to remove any time worked on a Holiday, as outlined in the parties' CBA, from the applicable overtime list in the Power Supply group.

This agreement represents the full and final resolution of Grievance 22-003, except as outlined above the terms herein shall not be regarded as establishing a precedent in the future administration of any provision of the labor agreement between the parties dated as effective July 1, 2022, or any successor agreement.

**Agreed by and between:**

**For Local Union 702, International Brotherhood of Electrical Workers**



Date 2/7/23

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Jamie Hatfield, Assistant Business Manager

**For SIGECO, Inc. d/b/a Vectren Energy Delivery of Indiana, Inc., a CenterPoint Company**



Date 1/31/2023

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Coady Adams, Lead Specialist, Labor Relations

## **Memorandum of Agreement**

### **Grievance 22-006 – OT Meals – Power Supply**

The Company and Union have come to an agreement related to grievance 22-006 and the manner in which overtime meals will be handled in Power Supply moving forward. The terms of the agreement are as follows:

- The Company agrees to pay a flat amount of fifty-five (55) dollars per instance when an employee is due to take a meal, as outlined in the Collective Bargaining Agreement, but chooses not to;
- The employee choosing to take the flat payment outlined above will not be compensated for any work time in conjunction with that payment;
- In the event an employee takes a meal, they shall be allowed to order a meal for which the total cost, minus delivery fees where applicable, shall not exceed twenty (20) dollars.

This agreement represents the full and final resolution of Grievance 22-006, except as outlined above the terms herein shall not be regarded as establishing a precedent in the future administration of any provision of the labor agreement between the parties dated as effective July 1, 2022, or any successor agreement.

**Agreed by and between:**

**For Local Union 702, International Brotherhood of Electrical Workers**



Date 2/7/23

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Jamie Hatfield, Assistant Business Manager

**For SIGECO, Inc. d/b/a Vectren Energy Delivery of Indiana, Inc., a CenterPoint Company**



Date 1/31/2023

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Coady Adams, Lead Specialist, Labor Relations

**Memorandum of Understanding  
Vacation Accrual – Company Service**

Southern Indiana Gas and Electric Company d/b/a CenterPoint Energy Indiana South (Company) and Local Union 702 of the International Brotherhood of Electrical Workers (Union) hereby agree to the following:

1. The Company and Union agree that in calculating Years of Continuous Service with the Company, as outlined in Article 10, Section 10.01 of the parties' Collective bargaining agreement, an employee's Adjusted Hire Date will be used;
2. This interpretation is limited to Article 10, Section 10.01 and does not apply to any other term within the parties' agreement;
3. Other than as stated above, this memorandum of understanding shall not be considered a precedent for the future administration of the labor agreement dated as effective July 1, 2022, or any subsequent labor agreement.

**Agreed By:**

**For Southern Indiana Gas and Electric Company d/b/a CenterPoint Energy Indiana South**

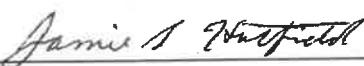


4/10/2023

\_\_\_\_\_  
Date

Coady Adams,  
Lead Specialist, Labor Relations

**For Local 702 of the International Brotherhood of Electrical Workers**



4/4/2023

\_\_\_\_\_  
Date

Jamie Hatfield  
Asst. Business Manager

**Memorandum of Understanding  
Working on a Holiday-Overtime Rates**

Southern Indiana Gas and Electric Company d/b/a Center Point Energy Indiana South (Company) and Local Union 702 of the International Brotherhood of Electrical Workers (Union) hereby agree to the following:

1. The Company and Union agree to fully and finally settle Grievance #02-23-002 (Bargaining Unit as a Whole, occurred about 12-24-22 and 12-31-22).
2. The Company and Union agree, on ago forward basis, that when employees work on a holiday that is on a scheduled day off, they will be paid on the basis of two times their straight time rate for all hours worked on such holiday, in addition to regular straight time pay for eight (8) hours allowance for the holiday. This interpretation applies to Article 11, section 11.01 A.
3. Other than as stated above, this memorandum of understanding shall not be considered a precedent for the future administration of the labor agreement dated as effective July 1, 2022, or any subsequent labor agreement.
4. The Company agrees to pay any and all cancellation fees and costs resulting from the cancellation of this hearing.

**Agreed By:**

**For Southern Indiana Gas and Electric Company d/b/a Center Point Energy Indiana South**

*Nick Wetschka*

8-25-23

Date

Nicholas Wetschka,  
Director Labor Relations

**For Local 702 of the International Brotherhood of Electrical Workers**

*Jamie Hatfield*

8/25/23

Date

Jamie Hatfield  
Asst. Business Manager