**Summary of Tentative Agreement Between USW 12775 & 13796 for new Collective Bargaining Agreement to replace CBA that expires on March 31, 2022**

**Effectiveness:**

Once ratified the new collective bargaining agreement will have a term of four years from April 1, 2022, until March 31, 2026 (4 Year Term).

**Negotiated general wage increases:**

Effective January 1, of 2023 **3.5%**

Effective January 1, of 2024 **3.0%**

Effective January 1, of 2025 **3.0%**

Effective January 1, of 2026 **3.0%**

Additionally, there is a one-time **bonus for ratification of $2,360.00** payable to each regular active employee on the payroll as of March 31, 2022, payable on the second payday following the ratification of this tentative agreement, if ratified by midnight on March 14, 2022.

**Benefits:**

**Active Medical:**

The company agrees that the NIPSCO PPO will continue to be negotiated by the union, **and now the HDPPO 1 and HDPPO 2 medical plans will be negotiated by the union.**

The agreement will lock in the plan design of all our current medical plans including deductible, out-of-pocket maximums, coinsurance.

The company has agreed to negotiate plan design and **cost share percentage** for the HD PPO effective January 1, 2023—previously the company could change the cost share percentage and the design plan of the HD plans anytime they wished. No longer.

 a. Employee cost share will be **capped at 25%** for HDPPO 1 & 2

 b. No deductible or out-of-pocket design changes to High Deductible plans 1&2.

**HSA**

HDPPO1 – Increase annual HSA contribution to **$1200** effective January 1, 2023 (currently $800).

HDPPO2 – Increase annual HSA contribution to **$700** effective January 1, 2023 (currently at $300).

**Post-Retirement Healthcare Formula Improvements**

Effective January 1, 2023, the retiree subsidy will increase to **$235** per year of service. This subsidy applies to the “you only” and “you plus children” coverage categories. The spouse subsidy will increase to **$180** per year of service. The combined subsidy that has been increased to **$415 (235+180)** for the “you plus spouse and family” coverage categories. The survivor of a retiree will receive the retiree subsidy of $235. (Current formula is $225 and $170 and $395 respectively)

Effective January 21 of 2026 the retiree subsidy will increase to **$245** per year of service. The spouse subsidy will increase to 190, and the combined subsidy will be **$435** for “you and spouse and family” coverage. The survivor of a retiree will receive the retiree subsidy of **$245**.

Effective January 1, 2024, retirees will continue to be eligible for the Medicare part B supplement at **$500** annually. —this represents a $25 increase

Effective January 1, 2026, retirees will continue to be eligible for the Medicare part B supplement at **$525** annually — this represents a $50 increase from current.

**Vacation:**

**Single day flexibility:**

**Three weeks** of an employee’s annual vacation entitlement may be **taken in one day or partial day increments**. (Previously a max of two weeks).

**Holiday Option for MLK day:**

Effective with the calendar year 2023 employees may choose to take either President’s Day or Martin Luther King Jr. day as a holiday. Employees must submit their election to their leader between September 15 and November 15 of the prior year. If no election is submitted by 3 PM CST on November 15, the default holiday to be taken will be Presidents' Day.

**Grievances and notifications:**

Grievances at the second step and correspondence surrounding grievances will be electronic going forward.

**Continued Tentative Agreement for USW Local 13796 only**

**Grievances (Article V):**

* 2nd Step Grievance Requests will now be sent electronically to Labor Relations
* 2nd Step Minutes will now be sent electronically to the Local Union President and Grievance Chairperson
* Any minute’s corrections will also be sent electronically in PDF format
* Suspension and Discharge Notices will now be sent electronically to the Grievance Chairperson, Local Union President, and International Staff Representative
* Any reprimand or warning to an employee will require sending an electronic copy of the letter.

**Seniority (Article VI)**

* Gary Business Office added and treated as a separate location
* No regular full-time employee having 5 or more years of service shall be laid off

**Holiday (Article VII)**

* An employee who calls off for any reason the day **before a holiday** **will fall to the bottom of the overtime list.**
* An employee who **calls off for any reason (excluding emergency vacations and/or an extended period of FMLA/sick leave beyond 3 days) the day after a holiday will be issued a Holiday warning notice of such absence.**
* An employee who has a **second or subsequent absence(s) after a Holiday in a calendar year shall forfeit her Holiday Pay due to that absence(s).**

**Vacation (Article VIII)**

* Single day vacation **may not be rescheduled more than 5 times** within a vacation year
* Part time employees may now take their emergency vacation day in 8, 4, **or 2 hour** increments
* Vacation Calendars will be **accessible electronically**

**OT Exclusion (Article XII)**

* Wellness Day **will not affect your eligibility for Overtime**

**Health and Safety (Article XVIII)**

* The word technology has been added to the first line of section 11, so it reads “**A Joint Technology Committee**”
* (The bold and underline verbiage has been added) The Committee shall **be informed and meet to** discuss any problems and make recommendations with respect to the best utilization of employee resources, technology, and transition, **while attempting to minimize confusion of any such changes.**
* **If the change in technology eliminates a position within a classification, the joint committee will be notified and receive updates from the department on the status of the change through the date the technology is operational.** **Position elimination due to change in technology will not take place until the new technology goes live.**
* **While the Company recognizes positions may be impacted by changes in technology**, the parties **understand** **that changes in technology, such as automation, may be necessary to satisfy the needs of the customers, to provide them with safe, reliable, and affordable energy.**

**Customer Service Representative Advancement Program (Article XXII)**

* Maximum extension of the work day is **4 hours**
* Senior Customer Service Representative language has been updated as such:
	+ . When a vacancy for a Senior Customer Service Representative position is created, said vacancy shall be offered without the bidding process, to all those holding Senior Customer Service Representative bids **outside the defined location** and all those in the certified pool by seniority, with their seniority dates considered in conjunction with each other’s. When the vacancy is offered, the Certified Senior Customer Service Representative must accept or reject immediately. If said vacancy is within her defined location and she rejects, she shall -lose her Certified status and be removed from the pool. Further, she shall be restricted from attending the training to regain her Certified status for the next two schools. A Certified Senior Customer Service Representative who has been certified for two (2) years or less, **will be required to accept the bid position regardless of location.** Additionally, a Certified Senior Customer Service Representative who has accepted the position shall remain in the position for a minimum of twelve (12) months before being eligible to leave the position for any reason except original recall. **If the certified senior customer service representative bids out of the position, she shall close her certified status and be removed from the pool except for original recall, bid withdrawals, or bidding to the following locations: Gary Business Office (Walk-In & Call Center) and LaPorte Billing.**

**Rate Schedule (Article XXIII)**

* **Job # 2362** – Bilingual Customer Service Representative added to **Grade 13**
* **Job # 2462** – Bilingual At Home Agent added to **Grade 14**
* Effective **January 1, 2023** – **Job # 1915 for Engineering Record Clerk will increase to Pay Grade 12, in same step increase that ERC was in at Pay Grade 11.**
* **Effective January 1, 2023 – Job # 1915 – There will be a pre-entry validated equivalency test for new postings. After negotiations the Company will contract with an outside vendor to create validated equivalency test by 1/1/2023**
* **Effective January 1, 2023 – The ERC position will be structured for advancement through two (2) advancement levels within a twelve (12) month time period. Each level will have a time requirement during which formal training combined with on-the-job training and evaluation are required before advancing to the next level. The employee shall be considered qualified after twelve (12) months.**
1. **New successful bidders shall be required to enter and advance through each level of the job classification by meeting proper qualifications and evaluations of each level within the prescribed time limit. Employees not meeting requirements at the end of each level, will be disqualified from the position.**

**MOA Emergency call-out for Customer Contact Center**

Customer Contact Center – Overtime offering for Emergency call-out: “Pecking order” agreed to, for which departments will be called and in what order. This is in event of a major storm or other large-scale emergency:

**All eligible employees in the following departments:**

At-Home Agents

Full Time CSRs in the Southlake Call Center

Part Time CSRs in the Southlake Call Center

Gary Call Center

Gary Walk-in Center

LaPorte Billing

New Business\*\*

Revenue Recovery\*

Meter Processing\*

Distribution Clerks\*

Industrial Billing\*

All remaining Clerical Union Employees

\*All Clerical Employees outside of the Southlake Call Center or Gary office must have been a qualified CSR to be eligible for an emergency call-out.

\*\* Includes Builder Developer

**AHA**

* An AHA who remains eligible for Overtime and **completes the entire week of on-call** will receive four **(4) hours of regular hourly rate of pay** for the on-call week**. (Regardless of being called out for AHA OT)**

**Temporary Remote MOA**

* The company recognizes certain positions have worked well remotely and may continue to do so beyond covid, but they make no guarantee that any employee will be allowed to work from home indefinitely.
* Supplies may be ordered through Staples Work from Home Program for a maximum of $50
* Employees who have a high need to print may be deemed unable to work remotely
* Supervisors will determine what days each employee will need to report to the site. If there is a need to modify such schedule, the direct leader will provide a twenty-four **(24) hour notice of such change**, except in an emergency or unforeseen circumstances.
* Starting **May 1st, 2022**, Vacancy Postings that are working from home at the time of posting, fully or partially, the Company shall indicate this information on the posting.

**MOA Pilot Live Chat Program**

* Adding **Live Chat** will be part of the Customer Service Representative Classification.
* Requirements include being a final step CSR for 18 months, must be currently a CSR working in the SLC Call Center, Gary Call Center, or an At Home Agent.
* Employees bidding for Live Chat will have their overall **job performance reviewed by the Company and the Union**
* Employees passing the performance review must pass the Live Chat Assessment, provided by 3rd party vendor.
* These will be Full time positions 7am to 7pm
* Will serve customers by way of phone and live chat
* Will be required to work multiple chats concurrently but not phone and chat at the same time.

**Miscellaneous items:**

* The Company agrees to hire **7 additional Part Time CSR’s** no later than **Fall of 2022**