

Memorandum of Agreement
Employment Option for Laid-Off Employees

The purpose and intent of this offer is to provide laid-off employees with additional options for employment.

A Central Job Appropriation Processing Center will be established in Valparaiso by the Company. This facility shall process the final transaction involved with employee job appropriations. The affected employees shall be scheduled for an appointment at the processing center. Appointments shall be so scheduled as to afford the employee a reasonable amount of time in which to review, analyze, and make her decision. Under extreme conditions, she will be allowed the following morning to make her determination. She will be provided the day of the appointment to determine her new job assignment and will be transferred to the new location the next day. During this processing appointment to determine her new job assignment and will be transferred to the new location the next day. During this processing period the Company will incur expenses for travel regularly scheduled lost time, and transportation costs. (Article XVI)

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

The Company shall provide adequate space for a clerical union representative appointed by the union at the processing center. This union representative may assist and counsel all affected clerical union employees processing through the center.

Dated June 1, 1983

C-1 - FULL-TIME REPLACEMENT

When a permanent full-time vacancy occurs in any Clerical position, and the Company determines that the position should continue, the following procedure will be utilized to fill that vacancy:

Step One

If the Company is unable to fill the vacancy (as per the Contract Article VI, Section 10 and 11) it would be filled through the normal bidding procedure as outlined in Section 11 and 14 of Article VI.

Should the vacancy not be filled by recall and bidding (per Article VI, Sections 14 and 33) those employees in the Clerical Bargaining Unit currently on lay-off status and having recall rights will then be provided the opportunity to fill the vacancy. The priority for selection of those persons would be on seniority basis. Those on lay-off status shall be provided the choice of establishing their recall options from the following:

- A. Consideration for any Clerical vacancy anywhere in the Company. Refusal of the first opportunity to fill any permanent job (per Article VI, Section 33) would cause the forfeiture of the individual's rights of recall and that laid-off employee will be removed from the payroll.
- B. The laid-off employee would exercise geographic options that would determine her eligibility. Opportunities in these options would be limited to the selected geographic areas described in attached Exhibit I (Company/Union defined regions map). The first refusal of an opportunity to fill a permanent vacancy within those selected regions would constitute abandonment of all rights and provisions of recall and employee would be removed from the payroll (per Article VI, Section 33)
- C. The laid-off employee may select recall only to her regular classification or the opportunity to fill that position on the basis of her seniority as compared to other laid-off employees. The offer will be limited to the single classification selected by the employee for recall. Failure to report would be considered as abandonment of employment as outlined in Section 33 of Article VI.

Supplemental Understandings

- 1. The laid-off employee who selects this recall, must have the aptitude and ability to perform the work, and thereby qualify for the job as set forth in the job description (per Article VI, Section 33).

2. A laid-off employee accepts this recall as her regular job and will have no other recall opportunity.
3. At the time of lay-off, the employee may also elect either a part-time or temporary work assignment based on her seniority without any changes in lay-off status.
4. A listing of Additions to and Removals from the payroll will be sent to the Clerical Union office bi-weekly.
5. Copies of all displacement review forms utilized at the processing center will be retained in each effected employee's permanent record file.
6. A copy of the completed Clerical Union Displacement Review form (Exhibit II) completed by the effected employee will be sent bi-weekly to the Union.
7. All employment opportunities under this Agreement will require the employee to accept the rate of pay of the job and/or prior rates incurred or otherwise will not apply (except as provided in Article VI, Section 33).
8. The Company will permit all eligible employees the opportunity to bid Company-wide on the permanent clerical job classifications in Article XXIII - Section A of the current agreement.

C-2 - PART-TIME REPLACEMENT

1. When a permanent full-time clerical employee has been laid off with a right of recall (Article VI, Section 33), the employee will be provided the opportunity, by seniority to select from the available part-time positions currently being utilized within her Region. Once the employee has made a selection, that employee will be entitled to no other opportunity to fill any other part-time positions, unless she is subsequently displaced by a senior employee exercising her lay-off rights (Article VI, Section 38).

2. The employee on lay-off who accepts a part-time position will be paid at the rate of the part-time job, and all other conditions - assignment, schedules etc. - of the part-time position will be applicable to the employee.
3. The full-time employee selecting a part-time position must be available for work and able to conform to the standards set forth for the job in question at the time the employee reports.
4. The employee will retain the right of permanent recall when she selects a part-time position, but subsequent full-time employees in the same Region who are laid off and are senior, will be provided the same option of displacing that employee from the part-time position. If a full-time employee withdraws from a part-time position they will be provided no other opportunity to work part-time.

In addition, should the part-time assignment terminate, permanent full-time clerical employees who have been laid off will have the option to elect other part-time or temporary assignments.

C-3 - TEMPORARY REPLACEMENT

A permanent full-time employee with the right of recall at the time of her lay-off will be provided the option of working as a temporary replacement if no regular or part-time job is available to her on the basis of her seniority within the region of her regular position from which she was originally displaced. The employee will not be provided with this option at any other time nor be allowed to change her decision later. Permanent full-time laid-off employees will be provided these temporary assignments of positions within the Bargaining Unit ahead of other employees in the temporary pool as the selection for work assignments will be by seniority. The selected employee will be allowed to continue through the term of the temporary assignment even though additional permanent full-time employees with greater seniority may become available after the selection for the temporary assignment was completed. If an employee withdraws from a temporary position, she will be provided no other opportunity to perform temporary work assignments, but will only be allowed to resume her recall. In addition, should the temporary assignment terminate, the full-time employee will return to the temporary pool for reassignment.

The Company will make a reasonable effort to contact the laid-off employee to serve in the temporary capacity. If the contact is not made for any reason, the Company will continue down the list of eligible and qualified employees. If a permanent employee is contacted and refuses assignment, or does not perform the job set forth by the job standards, the Company will disqualify the employee from future opportunities in the temporary pool and return the employee to a laid-off status.

The full-time employee who is provided temporary assignment will be expected to work at the rate of the job assignment and will also be expected to perform under the conditions and standards set forth for the temporary assignment. Failure of that temporary employee to meet the job requirements will result in her being removed from the temporary assignment and provided only the option of recall to her permanent vacancy. The Company will provide the opportunity for the temporary employee to voluntarily remove herself for a period of time (vacation in Europe, etc.) and the Company will not remove the employee from the temporary pool if they are notified of the employee's unavailability. The option to serve in the temporary pool will not affect the employee's right of recall to her permanent vacancy.

(Reference to Article VI, Section 33 should be Section 32 in the 1999 Agreement.)

MEMORANDUM OF AGREEMENT

The Company and Union agree to the self-funding of all medical benefits effective on or before June 1, 1990.

The Company and Union further agree to establish a medical plan advisory committee whose purpose is to confer and make recommendations for the most efficient and cost-effective operation of the medical plan.

The committee will consist of eight (8) members, four (4) members from the Union (two from each Local) and four (4) members from the Company.

The committee will make recommendations to the designated Company Representatives and the Presidents and International Staff Representatives of the Local Unions 12775 and 13796 who shall make changes or take actions that are mutually agreed to on such matters to include, but not limited to:

- projected premium and other plan costs.
- monitor claim and premium experience.
- review stop-loss insurance.
- selection and monitoring performance of claim administration.
- selection of a consultant to the plan.
- guidelines and performance of money manager(s).

The Company would establish a 501(C) 9 VEBA trust and select a trustee as previously discussed by the committee.

The expenses of the advisory plan committee, audits or recommended activities shall be paid by the plan.

Updated February 3, 2014

MEMORANDUM OF AGREEMENT

It is agreed to by both parties that the eighty-five (85) point plan (age and service) of Northern Indiana Public Service Company Pension Plan regarding the Early Retirement Supplement under 5.2 will continue for as long as the Plan (NIPSCO Pension Plan) is in effect which was signed on December 2, 1989.

BUILDER/DEVELOPER SERVICE DEPARTMENT

The Builder/Developer Service Department shall be a separate department with its own overtime list(s). These employees shall not be used to fill shortages in other CSR classifications in lieu of using clerks from the "Relief Pool." Initial Call to Southlake 800 number. Developer to be given a silent prompt (code) that will direct him/her to a group of CSRs dedicated solely to initiating new construction service inquiries and maintaining those accounts, including Construction Advance Refunds. This initial contact can also be done by correspondence or fax.

The Company and Union agree that non-bargaining unit personnel shall not perform work which is normally done by bargaining unit employees, except for purposes of education and instruction. This shall not be construed to prohibit a non-bargaining unit employee from updating her assigned project as long as such performance is an insignificant action, such as entering a completion date or estimated date, assigning work, correcting an individual address or updating an individual activity to the account. The action of the non-bargaining unit employee shall not be repetitive in nature and not result in the erosion of the bargaining unit.

Request for new subdivision:

1. CSR will determine if *Developer* is established as a customer in CIS.

If already established, she will update any missing information, such as legal business classification, federal tax I.D., contact person, references and phone numbers. If not established, customer will be added at that time. For fax or written requests, a form should be provided to the *Builder* to include all needed information, or request a contact person.

2. The CSR will add a new project site using the name of the new subdivision. The site general page will be filled out as completely as possible, including Zip Code and the County, if known at the time of the call. Some of the information will have to be added later by the Engineering Department for that district.
3. The CSR will create a new Development-type New Business Case, dragging over the *Developer Customer* and adding any information available, including comments.

CSR should fully understand what is needed by engineering to expedite the process. They should be able to answer basic requirement questions that the customer might have, including exactly what locations must be identified, locates of unidentified buried hazards, contract signature requirements and what will happen in the event that the requirements are not met.

They should request a copy of the preliminary drawing of the development be sent to the Engineering Department, and note this information in the site notebook. Having this done up front will allow the engineer to have the utility easements marked on the drawing and available to the customer at the pre-construction meeting.

CSRs should be able to relay to the *Developer* the importance of having addresses clearly marked on the recorded development plans and explain the refundable gas and/or electric construction advance. They should have general knowledge of requirements for future building of subsites in the development.

Upon Submit of the New Business Case, it is automatically added to unassigned cases in that district's Engineering Department notebook. It is then reviewed by the Service Commitment Team Leader and assigned to a designer by dropping into his/her New Business Case Container. Engineer then determines if he/she has enough information to schedule the pre-construction meeting and subsequently meets with the customer.

The contract or agreement is then written by the engineer.

If engineers determine it needs to be typed, the contract can be given to the clerical support in engineering to be typed, and an Engineering Record Clerk and/or engineer can update the missing information in the project site notebook general page, SPOD page of the New Business Case, and complete any milestones. Any notes from the pre-construction meeting can be put in

the site notebook. The typed contract can be sent or given to the customer to sign, and should be returned to the Builder/Developer Department, along with a copy of the recorded development plan, plat of survey or any drawing that indicates lot numbers and has assigned addresses.

Contract is entered by the CSR, prompting the bill to the customer.
Customer pays the bill.

NOTE: If the *Developer* insists on handing a check to the engineer, they should be warned that they could receive a statement showing that amount as due. Once the contract is entered, the bill is sent unless the payment posts the same day. One possible solution is to have a teller cash machine available for the CSRs to post the check directly after entering the contract.

The preferable method is to have them pay the bill when received, eliminating the need for checks floating in the Company mail. It is crucial to have the contract entered prior to posting any check, since that prompts the Money Bucket Customer Account to be created. Otherwise, it will post in a NIPSCO Unidentified Cash Customer Account for that district, or on an existing Customer Account for that customer.

As soon as it is known to the engineer that all requirements have been met, he/she can notify the Engineering Record Clerk. She will then check to see if the contract has been paid. If it has been paid, she can update the released to construction milestone and notify the Service Commitment Team Leader. If it has not been paid, she can make a note on the site or New Business Case that all requirements have been met and we are waiting to receive payment of the contract.

The CSR should follow up on a daily basis for payment of contracts she has entered. Once paid, if a note exists that all requirements have been met, she can update the released to construction milestone and notify the Service Commitment Team Leader. The Service Commitment Team Leader then coordinate the new development service installation by contacting both the customer and the department that will be doing the work.

Once the work is complete, the department should notify the Engineering Record Clerk to update the construction complete milestone. The CSR could also be notified by the Engineering Record Clerk that the job is done, and a follow up call made by the CSR to determine customer satisfaction.

Adding Subsite Information

As soon as the CSR receives the recorded development plans or map with all subsite information, they can begin adding each site on the subsite page of the new development site. The general page should be filled out completely when adding the very first subsite, taking the information which is now all filled out from the general page of the development site. Each subsite added after the first one will carry this general page information over if done this way.

Questions on corner lots have been a noted problem in the past, and it is possible that the CSR may have to contact the *Developer*, or their contact person, or the post office to find a correct address. These are sometimes not known or change even after the house (subsite) is built.

It is also possible that street names have been changed after the subsite information has already been entered. In that case, the CSR will have to go in and change each subsite address.

No matter how careful the CSR is about adding the subsites, there are times when customers call in, are building in new developments and their already set-up subsite is not found or used. The incorrect spelling by one letter will cause a CSR to miss the existing site. Since these all go through the Service Commitment Team Leader initially, it is possible that he/she may catch the error. The CSR can then be contacted and correct the mistake by either cancelling the New Business Case on the new site and adding it to the subsite or by associating the new site as a subsite and disassociating the original subsite. Both options leave an invalid account in CIS.

When a site is associated as a subsite to a new development, it gives a small beep when you double-click to open it. This is one possible way to identify that it is a subsite.

It can also be identified by the project tab in the regular (subsite) site notebook.

-CSR to follow up with *Builder Developer* to get street addresses.

Dated January 22, 1997

LETTER OF UNDERSTANDING

This letter will serve to confirm our understandings reached in the 1998 negotiations regarding successorship.

The Collective Bargaining Agreement (Agreement) between Northern Indiana Public Service Company (Company) and the United Steelworkers (Union) shall be binding upon the Company under the ownership of any successor which acquires the Company's stock and thereafter engages in the same business as the Company had in the Company's service territory. In such case, the Company shall make it a condition of the transaction that the successor shall be bound by the terms of this Agreement.

If any of the Company's assets or operations are acquired other than by acquisition of the Company's stock and the purchaser thereafter engages in the same business in the Company's service territory as the Company had, the Company, the Buyer and the Union shall meet to discuss mutually acceptable terms and conditions of employment for any employees of the Company who may be affected by the sale. The Agreement shall be binding on the Buyer only to the extent that the Company, the Buyer and the Union mutually agree.

Nothing herein shall be construed to waive or diminish any existing right under the current Agreement.

Dated November 1, 1998

LETTER OF UNDERSTANDING

This letter will serve to confirm our understanding reached in the 1998 negotiations regarding neutrality.

A. Neutrality Understandings

Northern Indiana Public Service Company ("Company") places a high value on the continuation and improvement of its relationship with the United Steelworkers ("Union"), as well as with all of its employees.

We also know from experience that when both parties are involved in an organizing campaign directed at unrepresented Company employees, there is a risk that election conduct and campaign activities may have a harmful effect on the parties' relationship. Therefore, it is incumbent on both parties to take the appropriate steps to insure that all facets of an organizing campaign will be conducted in a constructive and positive manner, which does not misrepresent to employees the facts and circumstances surrounding their employment and in a manner which neither demeans the Company nor the Union as an organization nor their respective representatives as individuals.

Employees are entitled to decide for themselves by voting in an NLRB election on whether or not they wish to be represented by the Union for purposes of collective bargaining. To underscore the Company's commitment in this matter, it agrees to adopt a position of neutrality in the event that the Union seeks to represent any non-represented employees of the Company. Neutrality means that the Company does not object to the Union becoming the bargaining representative of employees as a result of an NLRB election conducted in a fair and ethical manner and free from any coercion misrepresentation or other unfair tactics. If a majority of our employees indicate a desire to be represented by the Union, we will cooperate with all parties involved to expedite an NLRB election.

Toward this end, should the Union seek to organize any unrepresented segment of the Company's workforce, or any subsidiary companies, or any joint ventures of the Company, the parties agree that when engaging in election campaigning activities they will each act in a fair, reasonable and ethical manner without disparaging the other party. In this regard, the Company agrees that it shall exercise its free speech right to communicate fairly and factually with employees regarding their terms and conditions of employment in a positive, pro-Company manner, and not in a hostile, anti-Union manner.

The Company's commitment in this regard is specifically conditioned on the Union's agreement not to ridicule or demean the Company during organizing drives, and to conduct itself in a constructive and positive manner which does not misrepresent to employees the facts and circumstances surrounding their employment. When an organizing campaign directed at any unrepresented segment of the Company's workforce is brought to the Company's attention, Company and Union representatives will meet to discuss and address any actions inconsistent with the commitments set forth above.

In addition to the foregoing, the Company reserves the right to express its opinion about the issues raised by Union representation and to respond in good faith to employees' inquiries regarding Union representation and to speak out in any lawful manner it deems appropriate when undue provocation is evident in the union's organizing campaign. The Company's obligation under this provision to not campaign in a manner hostile to the Union shall cease if the Union, its agents or representatives misrepresent to employees the facts and circumstances surrounding their employment or conducts a campaign which comments on the motives, integrity or character of the Company or its representatives.

B. Bargaining in Newly Recognized Units

In the event the Union is certified as the collective bargaining agent after a secret ballot election conducted by the National Labor Relations Board, the parties shall meet within fourteen (14) days to begin negotiations for a collective bargaining agreement covering the new bargaining unit, bearing in mind the wages, benefits, and working conditions in the most comparable operations of the Company and those of competitors to the facility in which the newly recognized unit is located. Where the Company and the Union mutually agree, the newly recognized bargaining unit will be included in an already-recognized bargaining unit represented by the Union and/or will be covered by the terms of the Master Agreement.

C. Dispute Resolution

Any alleged violations of this Letter of Agreement, as well as any disputes involving the Company's neutrality, alleged Union misrepresentations or misconduct during a campaign or definition of the appropriate unit, shall be brought to the Chief Spokesmen of the Company and Union. If the alleged violations or dispute cannot be satisfactorily resolved by the parties, either party may request that the permanent arbitrator resolves such dispute. The permanent arbitrator shall resolve such dispute by means of a decision to be rendered at a hearing to be held within fourteen (14) days of the making of the request at a site mutually agreeable to the parties. The arbitrator's authority shall include ordering a new election in the event that either party commits an egregious violation of its commitments herein and benefits thereby.

Dated October 21, 1998

**Memorandum of Agreement
Between NIPSCO and the United Steelworkers
Regarding the movement of Bill and Notice insertion work from the
Bargaining Unit**

The Company proposed moving the work of the Bargaining Unit for Bill and Notice Insertion outside of the Bargaining Unit. The Union agrees under the following conditions:

1. This agreement is without prejudice or precedent to the established arbitral precedent between the parties in cases #3492, #3510, #3426, #3705 and #3710 regarding the parties interpretation of Article I Section 2.
2. This agreement shall not be cited in any other forum not directly affecting the provisions of this agreement.
3. Movement of this Bill and Notice insertion work will commence no sooner than September 1, 2007 in order to give the impacted employees adequate time to seek other opportunities within the Bargaining Unit. Should those employees not voluntarily bid to other positions when their jobs are subsequently eliminated, they will receive the full protection of the terms of the current Collective Bargaining Agreement between NIPSCO and the USW on behalf of Local 13796, including but not limited to seniority rights including bumping and severance.
4. In exchange for the Union allowing the Bill and Notice insertion work to be moved outside the protections of Article I Section 2 the Company agrees to the following.
5. Management agrees to limit the percentage of part-time clerical employees in the CCC to 17% of the total bargaining unit.
Calculation definition and example:

$$\% = \frac{\text{Total number of CCC Part-time employees}}{\text{Total number of clerical BU employees}} = \frac{75}{433} = 17\%$$

Since the CCC (Customer Contact Center) does not manage the total BU population, the percentage agreed upon will change as the total BU population changes as follows:

Bargaining Unit Population	Agreed Limit to Part-time employees
> 521	Agree to meet and re-set
491 – 521	13%
461 – 490	15%
391 – 460	17% (approximate current population)
361 – 390	19%
341 – 360	21%
< 340	Agree to meet and re-set

In the event that the bargaining unit population changes to the point negotiations would be needed to re-set the part-time cap, the last step of the above chart (13% or 21%) would remain in effect until an agreement is reached. Both parties agree to work diligently towards an agreement and not to delay progress in reaching an agreement. The Company will provide to the Union and CCC management monthly updates reflecting the total number of members.

In addition, the CCC will post 12 full-time CSR positions, six within one week of signing this agreement, and six more by the end of June 2007.

**Memorandum of Agreement
RE: The FLSA Rate**

In June 2013, NiSource changed the time and one-half overtime calculation to include additional items in figuring the one half (1/2) time portion of overtime, such as shift differential and working foreman bonus (where applicable). This change provides consistency across NiSource's systems and is in line with the terms of the Fair Labor Standards Act (FLSA).

The new methodology will always result in the employee being paid a rate at or above the rate they were previously receiving, and in every case meets the terms of the Collective Bargaining Agreement. Employees will never be asked to return monies paid as a result of this change in the calculation of the half-time rate.

This Agreement resolves Grievance No. 4176, filed by Union Local 13796, and addresses any concerns of Union Local 12775 with reference to this method of calculation. Nothing in this Agreement modifies or changes the terms or conditions of the current Collective Bargaining Agreements.

Signed 12/19/2013

**COMPANY CORRESPONDENCE
June 1, 1996
RE: Dental Related Sick Leave Benefits**

There has been much confusion in the recent past regarding employee eligibility for sick leave benefits in connection with absences for dental related conditions and treatment. The Company has had a long past practice of only paying dental related sick leave benefits for absences in connection with the extraction of impacted wisdom teeth performed under general anesthesia. From time to time employees have filed claims for sick leave benefits for absences due to other dental related conditions and or treatments. These claims have routinely been denied on the basis that the employee was not disabled due to an illness or injury or that the employee was not under the care of a physician licensed to practice medicine. These requirements for eligibility for payment of sick leave benefits are clearly set forth in Article XIV, Section 1, of both the Physical and Clerical collective bargaining agreements.

The first requirement for payment of any sick leave benefits is that the employee was disabled and unable to work due to a personal illness or

injury sustained off the job. The fact that the employee could not work as a result of medication taken in conjunction with various dental treatments will not be basis for payment unless other qualifying conditions are also met. In order to provide employees with clearer guidelines as to what types of dental related conditions will be payable in the future, listed below are examples of dental related conditions that will be accepted for payment and examples of those that will not be accepted.

Considered for Payment

1. Disability as a result of extractions of impacted wisdom teeth performed under general anesthesia.
2. Absences in connection with dental abscesses, serious infections or treatment of other serious dental diseases that render the employee disabled and unable to work as a result of the disease.
3. Absences in connection with emergency dental treatment resulting in the employee being disabled and unable to work. (ie: dental injuries, abscesses, emergency root canals, etc.)

Not Considered for Payment

1. Routine teeth extractions or multiple extractions preparatory to placement of dentures, partial dentures, bridges, etc.
2. Absences in connection with treatment of non incapacitating dental conditions such as filling of cavities, other routine dental work, orthodontal procedures, treatment of gum diseases, etc.
3. Absences in connection with non-emergency pre-scheduled dental work or treatment even though the employee may be unfit for duty as a result of the medication, dental work or treatment rendered (ie; extractions preparatory to placement of dentures, treatment of gum conditions and diseases, etc.

With the availability of single, half and quarter day vacations, it is suggested that employees consider using that option to accommodate their need to be off for dental related treatments and conditions that are not covered. Furthermore, dental procedures can often be scheduled on or immediately prior to scheduled days off. The single day vacation provision was granted to employees specifically to allow employees to cover absences, when possible, in lieu of being charged points under the Attendance Program or to avoid loss of pay for absences not covered by sick leave benefits.