

**Memorandum of Agreement
Establishing An
At Home Agent Program
Revised 12-10-2012**

In an effort to provide improved emergency response and Customer Care Center coverage, particularly on after hours callouts, the undersigned parties agree to the creation of a new Clerical Bargaining Unit classification entitled At Home Agent, Job No. 2332 under the following terms and conditions:

- 1. The At Home Agent (AHA) will be required to be a Final Step Customer Service Representative (CSR) for a minimum of eighteen (18) months, and have worked in either the Southlake or Gary Call Center or a classification that requires taking Call Center calls on a regular basis, for the past (6) months as a CSR or Sr. CSR. This requirement will apply to the pilot program, and will be reviewed by the parties once the initial candidates are in place.**
- 2. All provisions of the collective bargaining agreement between NIPSCO and USW Local Union 13796 will apply, and any changes to the new classification will be mutually agreed to between the parties. The At Home Agent program will be considered part of the Southlake Call Center, and all contractual provisions that are specific to the Southlake Call Center will apply.**
- 3. The AHA Program will require the candidates to undergo an interview as part of the bidding process. Successful bidders will then be selected by seniority from those who successfully complete the interview process.**
- 4. The successful bidders may be required to participate in an “isolation environment” work period, for a period of up to one (1) week, in order to acclimate the employees to working alone remotely.**
- 5. The AHA will be a Full-Time position working a 40 hour schedule (Monday – Friday), subject to change should the program ever be expanded or modified based on customer demand.**
- 6. The AHAs will have 24 hour on-call responsibility on a periodic rotating basis, which may vary based on the need of the company and the time of the year. It is agreed that at no time will the complement of on-call AHAs be greater than 50% of the total complement of AHAs. . Each on-call week shall be seven (7) days commencing at 8:00 A.M. on Monday. AHAs on-call are required to accept all overtime callouts arising during their on-call weeks. AHAs who are not on-call but who are contacted for callout overtime are expected to accept unless unusual personal hardship would result. Overtime acceptance will be monitored and a pattern of declining could warrant disqualification from the AHA Program. An AHA who is recalled to duty within one hour of being released will have that time bridged for purposes of determining overtime.**
- 7. AHAs in on-call status will be required to remain close to home and keep themselves readily available to take calls when contacted with the requirement that on-call AHAs shall remain at home for immediate response between 10:00 P.M. and 6:00 A.M. In the event**

that an on-call AHA is not called at least once during the on-call week, the AHA will be paid two (2) hours base pay at time and one-half for that week.

8. AHAs will be called out first when overtime is being offered. Prescheduled overtime offered to the AHAs, including those in on-call status, may be refused without affecting their overtime acceptance expectation.
9. When an AHA accepts a prescheduled overtime assignment that involves working overnight, she may be required at the company's discretion to travel into the office to fulfill the overtime work assignment. No travel time or mileage will be paid for this assignment.
10. AHAs will schedule vacations within the AHA classification.
11. When an AHA schedules vacation (full week or single day) during an on-call week, the on-call responsibility will be offered to the remaining AHAs in seniority order. If no one accepts the on-call responsibility, the junior eligible AHA will be required to fill the on-call obligation.
12. AHAs may trade on-call obligations in one (1) week increments only. It is the responsibility of the AHA seeking a trade to make arrangements with another AHA and then communicate the trade agreement to Management before the end of the workday on Friday of the preceding week. An AHA who is unable to trade an on-call week will be required to meet the on-call obligation.
13. The requirements, guidelines and rules for the AHA Program are published in a separate document (attached) and are considered to be part of this Memorandum of Agreement.
14. In consideration of the terms and conditions applicable to the At Home Agent classification, the AHA will be established at Labor Grade 13.
15. The parties reserve the right to cancel this Agreement with a minimum written notice of 30 days, however, before such cancellation is effective the parties agree to meet and discuss the reasons for the cancellation and the effects of that cancellation on the AHAs.

For the Union

For the Company

For the Union

For the Company

Date