

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of Co-)	
lumbia Gas of Ohio, Inc. for Authority)	
to Amend its Filed Tariffs to Increase the)	Case No. 21-637-GA-AIR
Rates and Charges for Gas Services and)	
Related Matters.)	

In the Matter of the Application of Co-)	
lumbia Gas of Ohio, Inc. for Approval of)	Case No. 21-638-GA-ALT
an Alternative Form of Regulation.)	

In the Matter of the Application of Co-)	
lumbia Gas of Ohio, Inc. for Approval of)	
a Demand Side Management Program)	Case No. 21-639-GA-UNC
for its Residential and Commercial Cus-)	
tomers.)	

In the Matter of the Application of Co-)	
lumbia Gas of Ohio, Inc. for Approval to)	Case No. 21-640-GA-AAM
Change Accounting Methods.)	

**PREPARED SUPPLEMENTAL DIRECT TESTIMONY OF
KIMBERLY CARTELLA
ON BEHALF OF COLUMBIA GAS OF OHIO, INC.**

- ☐ Management policies, practices, and organization
- ☒ Operating income
- ☐ Rate base
- ☐ Allocations
- ☐ Rate of return
- ☐ Rates and tariffs
- ☐ Other

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Attorney for

COLUMBIA GAS OF OHIO, INC.

May 13, 2022

**PREPARED SUPPLEMENTAL DIRECT TESTIMONY
OF KIMBERLY K. CARTELLA**

I. INTRODUCTION

Q. Please state your name and business address.

A. My name is Kimberly K. Cartella. My business address is 3101 N. Ridge Rd., Lorain, OH 44055.

Q. By whom are you employed and in what capacity?

A. I am employed by NiSource Corporate Service Company ("NCSC") as Director of Compensation. I develop and implement strategies for broad based compensation and incentive programs provided to the employees of NiSource Inc. ("NiSource") and its subsidiaries, including Columbia Gas of Ohio ("Columbia" or the "Company").

Q. Are you the same Kimberly Cartella who submitted Prepared Direct Testimony in this proceeding?

A. Yes. I am.

Q. On whose behalf are you appearing in this proceeding?

A. I am appearing on behalf of Columbia Gas of Ohio in this rate proceeding.

II. PURPOSE OF TESTIMONY

Q. What is the purpose of your Supplemental Direct Testimony in this proceeding?

A. The purpose of my Supplemental Direct Testimony is to address information raised by Staff during its investigation and by intervenors during discovery. I will also address Objections 3.1.11, 3.1.4., and 3.1.5.

III. SUPPORT FOR REFUTING STAFF'S LABOR ADJUSTMENTS

Q. Did Staff's adjustments to test year labor expense take into account Columbia's known and measurable union wage, manual across the board, and merit increases?

A. No. As explained in Witness Shaeffer's Supplemental Testimony, Staff did not take into account important aspects of Columbia's actual labor expense necessary to provide safe and reliable service to its customers. The first is the Company's merit increases that were provided to exempt and

administrative employees and the across the board increases provided to field, hourly employees. The second is Columbia's adjustment to wages related to its recently negotiated union contracts.

Q. Please describe what you mean by merit and across the board increases.

A. A merit increase is a salary increase provided to an employee for work performance and to keep the employee's compensation in alignment with market-based wage practices. Eligibility for a merit increase is based upon a company's budget and individual performance. Eligible employees include exempt/salaried employees and nonexempt administrative employees. An across the board increase is a pay increase provided to all field, hourly employees. These wage increases were applied to and communicated to these employees on March 1, 2022.

Q. Did Columbia recently negotiate the union contracts previously provided to Staff during its investigation?

A. Yes. Please refer to Attachment-KKC-1-S through Attachment-KKC-5-S for the memorandum of understandings (MOUs) agreed to and signed by Company and bargaining unit leadership.

Q. When do wage increases under the bargaining unit contracts take effect?

A. The Company recently negotiated five bargaining unit contracts. The wage increases are shown in the following table.

Bargaining Unit Name	Location	Increase %	Effective Date
Utility Workers Union of America Local 349	Toledo	3.5%	1/20/22
United Steel Workers Local 372	Irononton	3.0%	12/1/21
United Steel-workers Local 12319	Wintersville	3.5%	5/1/22
Utility Workers Union of American Local 436	St. Clairsville	3.5%	5/1/22

United Steel- workers Local 13656	East Liverpool	3.5%	5/1/22
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Q. Did Staff account for these actual updates to Columbia's labor expenses in its Staff Report?

A. No, it did not. Please refer to the Supplemental Testimony of Tamaleh Shaeffer for the correct labor expense taking into account the necessary adjustments for the newly negotiated contracts.

IV. SUPPORT FOR REFUTING STAFF'S ADJUSTMENTS TO INCENTIVE COMPENSATION

Q. Please explain what is meant by "Short Term Incentive Compensation."

A. As part of a total rewards program, NiSource maintains a short-term incentive (STI) compensation program. The purpose of STI is to align rewards with the Company's vision and strategies surrounding safety, customer satisfaction, and financial metrics. Participants are eligible to receive incentive awards based upon the performance of NiSource and the Company and, for exempt employees, upon their individual performance.

Q. Is incentive compensation an important component of total compensation for Columbia and NCSC to be effective in recruiting and retaining employees and to drive strategic priorities for the Company?

A. Yes. Incentive compensation is designed to drive and reinforce strategies important to the Company, which include safety, customer satisfaction, and financial metrics. Specific goals are included in exempt employees' annual objective plan. These goals are critical in reinforcing key Company initiatives, including safety, customer satisfaction, financial performance, execution, and people oriented objectives.

Therefore, to remain competitive in the labor market, it is important to provide incentive compensation as part of total compensation. If the Company maintains a competitive base compensation but does not provide incentive compensation, it follows that total compensation will lag the competition and employees will have larger total compensation opportunities at other employers providing competitive compensation inclusive of incentives.

1 **Q. How does the Company determine whether and what STI amount to**
2 **provide?**

3 A. The discretionary portion of the annual incentive program is based on in-
4 dividual performance linked to goals in safety, customer satisfaction, finan-
5 cial performance, execution, and people categories. Performance manage-
6 ment is executed through the annual evaluative process embodied in the
7 Objectives Form.

8
9 A Columbia employee's Objectives Form contains annual performance ob-
10 jectives and articulates the means of measuring the employee's progress in
11 relation to the established objectives. Each employee is actively involved in
12 the development of his or her objectives, with input from his or her super-
13 visor, and the employee's progress is reviewed and discussed with the em-
14 ployee periodically throughout the year. The annual performance objec-
15 tives are also used as an aid in determining the amount of a merit increase
16 for an employee.

17
18 The use of the objectives process to establish goals to measure employees'
19 performance is important in reinforcing the proper focus on key initiatives
20 and goals designed to continuously remain focused on safety and customer
21 service and reinforce cost containment. Examples of goals that support im-
22 proved customer service include: reduce emergency response time to 45
23 minutes to serve customers in a timely manner, communicate with the cus-
24 tomer and stakeholders around project work and planned outages, and
25 achieve targets for percent of customer appointments met. Examples of
26 safety goals include: meet individual target of zero recordable safely inci-
27 dents, DART injuries (days away, restricted, or transferred), and preventa-
28 ble vehicle collisions; execute to a safety-driven culture by conducting
29 weekly safety meetings with assigned front line workers.

30
31 **Q. In general, how is incentive compensation awarded?**

32 A. If incentive plan measures are met, an incentive pool is established. The
33 percentage of an individual employee's base pay that is available for the
34 cash incentive is dependent upon their job scope level. For exempt employ-
35 ees, the employee's individual performance and achievement of predeter-
36 mined goals as determined by his or her supervisor is also factored into the
37 amount of the incentive awarded. Incentive payments are made in Febru-
38 ary or March of the year following the year for which performance is meas-
39 ured, e.g., 2021 plan year incentive was paid in 2022.

1 **V. CUSTOMER SERVICE REPRESENTATIVE WAGE INCREASE**

2
3 **Q. Please direct your attention to the Direct Testimony of Witness George**
4 **Dice. Did Columbia provide the anticipated wage increase to its call**
5 **center employees in 2021?**

6 A. Yes. The Company did provide increase in 2021 as explained and
7 supported in Columbia's CONFIDENTIAL Responses to OCC's Fourth Set
8 of Interrogatories, No. 22 and OCC's Sixth Set of Interrogatories, No. 16,
9 which are included with my testimony as CONFIDENTIAL Attachment
10 KKC-6-S.

11
12 **Q. Did Staff make an adjustment to Columbia's labor expense to account for**
13 **this actual increase in wage expense for the call center?**

14 A. No, it did not. Please refer to the Supplemental Testimony of Tamaleh
15 Shaeffer for the correct amount of labor expense.

16
17 **VI. CONCLUSION**

18
19 **Q. Does this complete your Prepared Supplemental Direct Testimony?**

20 A. Yes, it does.

CERTIFICATE OF SERVICE

The Public Utilities Commission of Ohio's e-filing system will electronically serve notice of the filing of this document on the parties referenced on the service list of the docket card who have electronically subscribed to the case. In addition, the undersigned hereby certifies that a copy of the foregoing document is also being served via electronic mail on the 13th day of May, 2022, upon the persons listed below.

/s/ Joseph M. Clark

Joseph M. Clark

Attorney for

COLUMBIA GAS OF OHIO, INC.

SERVICE LIST

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Retail Energy Supply Association	Michael J. Settineri Gretchen L. Petrucci Vorys, Sater, Seymour and Pease LLP mjsettineri@vorys.com glpetrucci@vorys.com

MEMORANDUM OF UNDERSTANDING
Between
COLUMBIA GAS OF OHIO, INC.
And
UTILITY WORKERS UNION OF AMERICA, LOCAL UNION NO. 349

The Undersigned Parties hereby agree on this 20th of January, 2022, to the following settlement, which is understood to be subject to ratification by the Union membership:

Five (5) year contract to be effective January 20, 2022 and will remain in full force and effect until 12:01 AM., January 20, 2027.

AGREEMENT

Made and entered into as of this **20th day of January, 2022**, by and between COLUMBIA GAS OF OHIO, INC., Toledo Area, its successors and assigns party of the first part, hereinafter designated as "Company," and LOCAL UNION NO. 349, UTILITY WORKERS UNION OF AMERICA, AFL-CIO, party of the second part, hereafter designated as the "Union."

1. Article 15, Wages

The schedule of wage increases provides the following base rate adjustments:	
January 20, 2022	3.5 %
January 20, 2023	3.0%
January 20, 2024	3.0%
January 20, 2025	3.0%
January 20, 2026	2.5%

- **Members of UWUA Local 349 shall receive a \$.50 wage adjustment, on all titles, prior to their prospective General Wage Increase for each year of the agreement.**

2. Article 15, Wages, Shift Differential

For regularly assigned work outside the regular day shift within the department involved, but other than emergency work or overtime work covered by the provisions of this Agreement, the Company will pay, in addition to base pay shift differential according to the following schedules:

- A. Effective January 20, 2022:
 - i. Evening Shift \$2.15 per hour
 - ii. Morning Shift \$2.33 per hour
- B. Effective January 20, 2023:
 - i. Evening Shift \$2.20 per hour
 - ii. Morning Shift \$2.38 per hour
- C. Effective January 20, 2024:
 - i. Evening Shift \$2.25 per hour

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ii. Morning Shift \$2.43 per hour

D. Effective January 20, 2025:

- i. Evening Shift \$2.30 per hour
- ii. Morning Shift \$2.48 per hour

E. Effective January 20, 2026:

- i. Evening Shift \$2.35 per hour
- ii. Morning Shift \$2.53 per hour

3. Ratification Bonus

The Company agrees to a one-time **\$600.00** base ratification bonus for active employees to be paid following timely ratification of this contract.

4. Medical Plan-PPO/Benefits

Post-Retirement Medical Plan

For all eligible employees and current retirees at 1/1/24 the Company will increase the pre-age 65 Retiree and Spouse defined dollar subsidy for each year of service from \$225 to \$245 and from \$170 to \$190 respectively.

For all eligible employees and current retirees, at 1/1/24 the Company will increase the post 65 Medicare Part B annual subsidy from \$475 to \$525.

Retirement Savings (401(k)) Plan

Effective 1/1/23 for all employees hired, rehired or transferred after 1/1/13, the Company will increase the automatic company contribution on eligible pay from 3% to 4.5%.

PPO and High Deductible Health Plans 1 & 2

The Company agrees to meet annually (prior to open enrollment period) to inform Union Officers of the upcoming plan year's actuarial underwriting of premiums for the PPO, HDPP01, and HDPP02. During these meetings the Company will inform the Union of the following:

- Employee contribution rates
- Annual legislative changes as applicable (e.g., IRS limit changes)
- Annual enrollment employee communication plan, and any other applicable scheduled upcoming Union employee communications

Employee Premium Cost Share

Employee cost share at 25% for PPO and High Deductible Plans 1.

Employee cost share at 20% for High Deductible Plan 2.

PPO and High Deductible Health Plans 1 and 2

No deductible, out of pocket changes or co-insurance changes for the term on the agreement.

Health Savings Account (HSA)

Effective 1/1/23, increase the company health savings account employer annual seed for employees enrolled in the High Deductible Health Plan 1 and 2 from \$800 to \$1,190 and \$300 to \$690, respectively.

5. Contract Cleanup Items

In addition to any previous contract clean-up items referenced, the Union Committee and Management agree to meet within 120 days of the ratification date of this Agreement, to continue to clean up contract language that does not substantially change the terms and conditions, i.e., name changes, etc.

6. ARTICLE 18: DURATION OF AGREEMENT

This Agreement will remain in full force and effect until **12:01 a.m., January 20, 2027**, and will continue in full force and effect from year to year thereafter unless either the Company or the Union notifies the other in writing of its desire to terminate the Agreement or to amend or change any of the provisions thereof.

If either of the parties desires to change any section or sections of this Agreement, it will notify the other party in writing of the desired changes at least sixty (60) days prior to **January 20, 2027**, but not more than seventy (70) days prior to **January 20, 2027**, or any subsequent expiration date. If neither party gives such notice, the Agreement will continue from year to year. If such notice is given by either party, the Agreement will be open for consideration of the change or changes proposed. Within fifteen (15) days from the date the first notice of changes is given by either party to the other, conferences will commence for the purpose of considering the proposed changes.

IN WITNESS WHEREOF, the parties hereto have set their hand this **21st** day of January, 2022, by their duly authorized representative.

UTILITY WORKERS UNION OF AMERICA, LOCAL UNION NO. 349

Jeff Kruzel, President
Andrew White, Vice President
Jerry Dickens, Recording Secretary
Richard Keesee, Financial Secretary
Scott Bettinger, Sergeant of Arms
Edward (Eddie) Myers, Chief Steward

APPROVED FOR: UTILITY WORKERS UNION OF AMERICA, AFL-CIO

Kelly Cooper, National Staff Representative

COLUMBIA GAS OF OHIO, INC.

Mahesh Nagarkatti, VP Gas Operations
David Musser, Director Construction Services
Donald Ayers, Director Systems Operations
Brian Collins, Manager Operations Center
James Blake, Manager Construction Services
Randy Owen, Manager Systems Operations

All of the attached and executed tentative agreements shall be considered as incorporated into this tentative agreement.

Successorship
Job Bidding
Article 13 Amendment
Rest Period
Holiday Pay
Meals
Standby Language
Uniform Allowance
Wellness
Bereavement
Vacation
Union Rep
Dismissal/Retrenchment
Reimbursement
Sunday Premium
Emergency Response Compensation
Pandemic
Non-Discrimination
Sick Leave-Less than four hours
Vacation Carryover/New Hires
M&R Structure

Placeholder for resolved grievances, arbitrations, and ULPs.

UWUA LOCAL 349

Company Counter to Union Proposal #1-3, *Successorship Clause*

7. This Memorandum of Agreement will terminate **in accordance with Article 18** of the Labor Agreement.

FOR THE UNION:

Jeff Krugel

[Signature]

[Signature]

Edward Myers

DATE: 1/21/22

FOR THE COMPANY:

Alfungenhütte

1000

[illegible]

DATE: 1/21/22

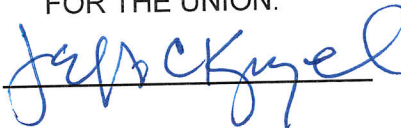
**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 349**


Company Counter to Union Verbal Counter to Union Proposal #3-2, ART 4, Seniority [~~Company counter to Union 3-4 presented on 1/18/22, and Company proposal 11~~]


Notice of a vacancy or intended promotion shall be posted simultaneously both electronically and on all bulletin boards and shall remain posted for a period of five (5) days. The date on which the notice is posted shall be counted as the first day of such days and the fifth day shall end at 4:30 p.m. Employees desiring to apply for such vacancy or promotion shall file a written bid ~~or and~~ **and/or include such bid on an email** with the supervisor of the department in which the vacancy exists or the promotion is to be made. Employees applying for a vacancy desiring to withdraw his/her bid must do so by noon on the fifth (5th) day after the posting period ends. The notification to withdraw shall be made in writing with the supervisor of the department in which the vacancy exists. At the time the vacancy is filled or the promotion made, the supervisor shall inform a union representative from such department of the name of the employee chosen, and shall furnish such representative a list of the names of the employees who submitted bids. The successful applicant shall be assigned to the vacancy or promotion for seniority and pay purposes no later than five (5) days following the expiration of the posting period, however, if a bump occurs on a shift, the successful candidate may not be moved until their current position has been filled (if intended to be filled). If the Company shall fail to fill the vacancy within the above mentioned five (5) day period, it shall inform the Union, by letter, as to the reason, within fifteen (15) days of the expiration of the posting period. All job bids shall be irrevocable upon the expiration of the five (5) day withdraw period. **All successful bidders must be placed into their new job classification within a reasonable amount of time.**


~~It is agreed and understood that as technology becomes available that would enhance the electronic bidding process, the Company and the Union will meet to discuss utilizing said technology in replacement of the current process.~~

FOR THE UNION:










DATE: 1/21/22

FOR THE COMPANY:



DATE: 1/21/22

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**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 349**

Amendment 13 Amendment of Paragraph 3

Further any layoff, demotion or reduction of hours below the statutory straight time work week of any employee pursuant to this section may only become effective after 180 days of the Company having engaged no outside contracting firms.

FOR THE UNION:

Jeffrey Kugel

Paul Kusan

John J. Olan

Edward Myers

DATE: *1/21/22*

FOR THE COMPANY:

William J. Katt

DATE: *1/21/22*

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 349**

Company agrees to Union Counter #1 to Company Counter to Union Proposal #5-1, ART 6, Hours of Work & Working Conditions For All Employees Covered By This Agreement

Whenever an employee has worked in excess of sixteen (16) actual hours, whether continuous or non-continuous, within a twenty-four (24) hour period (start of shift to start of shift makes up the 24 hour period) and has been released from duty by the Company, the employee, will be entitled to an ~~eight (8)~~ **nine (9)** hour rest period before their return to work. Whenever an employee has worked more than 13 hours but less than 16 actual hours continuous or non-continuous, within a twenty-four (24) hour period (start of shift to start of shift makes up the 24 hour period) and has been released from duty by the company, the employee, will be entitled to a ~~five (5)~~ **six (6)** hour rest period before returning to work. If the rest period extends into the employee's regular scheduled shift, they shall be excused with pay at their straight time rate for that part of their regular scheduled shift necessary to make up the ~~eight (8)~~ **nine (9)** or ~~five (5)~~ **six (6)** hour rest period. ~~Employees who respond to callout will be afforded at least a 6hr. rest period before being required to report to work before their regular shift. This provision does not apply to employees who are called out within the 3hr. period immediately prior to their regular scheduled starting time.~~ In the event that an employee is required to work during such rest period, they shall receive straight time pay for the hours worked in addition to rest-period pay.

FOR THE UNION:

Jeff Knyzel
Paul Kline
Edward Myers

DATE: 1/21/22

FOR THE COMPANY:

W. Bragachatto

DATE: 1/21/22

When an employee is required to work on a holiday, he/she shall receive in addition to his/her full-day straight time allowance ~~one and one-half (1-1/2) times~~ **Double Time (2X)** his/her regular rate of pay for the time actually worked.

Jeffrey Kugel
Ed. Kugel
Edward Myers

DATE: 1/21/22

Ungererstraße

DATE: 1/21/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 349**

Company Acceptance to Union's Amended Proposal to Union Proposal #5-5, ART 6, Hours of Work & Working Conditions For All Employees Covered By This Agreement

Whenever an employee is required to work more than ten (10) consecutive hours, the Company shall furnish food of quantity and quality consistent with the circumstances, with subsequent meals to be furnished approximately every four and one-half (4-1/2) hours after the employee returns to the job site from the preceding meal.

Whenever an employee is called out to work on an overtime basis (not pre-scheduled), the Company shall furnish food of a quantity and quality consistent with the circumstances after approximately five (5) hours of work and approximately every four and one-half (4-1/2) hours after returning to the job site from the preceding meal.

Effective January 20, 2022, **and each year of the agreement thereafter** employees eating an overtime meal will be paid a flat rate of ~~\$17.00~~ ~~\$20.00~~ **\$25.00** for their first meal and ~~\$13.00~~ ~~\$17.00~~ **\$15.00** for each meal thereafter.

FOR THE UNION:

Jeff Chynel
Paul Huse
Edward Myers

DATE: 1/21/22

FOR THE COMPANY:

Matthew Katt

DATE: 1/21/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 349**

Company counters on 1/19/22, Amended Union Proposal #5-6, ART 6, Hours of Work & Working Conditions
For All Employees Covered By This Agreement

7. An employee cannot be assigned both "standby" and "overtime" within the same timeframe of callout or during their normal shift. **(Example:) The company will utilize volunteers for overtime. If there are no volunteers, the company shall force employees according to the current overtime board standing. If an individual(s) on stand-by request to finish a daily assignment, it will be agreed - permitted - if the job will be completed within 2hrs and approved by a Field Operations Leader or Front-Line Leader. It is also understood that stand-by may be called in for any reason after the assignments are made at end of shift.**

FOR THE UNION:

Jeff Chyzel

Edward Myers

DATE: 1/21/22

FOR THE COMPANY:

DATE: 1/21/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 349**

Final Counter on 1/20/22, Proposal to Union Proposal #6-1, ART 7, *Uniform Policy*

~~\$475~~ **\$700**

Field Service Technician
Welder
Combination

~~\$425~~ **\$700**

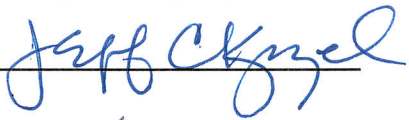
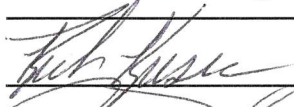


Field Technician
Chief Inspector
Truck Driver
M&R Technician
Service Technician B/A
Credit Investigator
Utility General
Utility person
Machine Operator

~~\$100~~ **\$200** (Excluding Boots)

Maps & Records Technician


Effective 1/20/2022 - the term of this contract, any unused portion up to \$100 will be rolled over to the next calendar year.

FOR THE UNION:

DATE: 1/21/22

FOR THE COMPANY:



DATE: 1/21/22

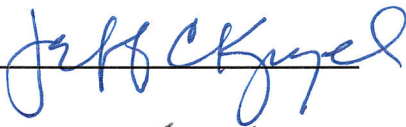
**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 349**

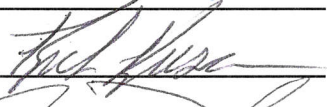
Company Counters on 1/20/22 contingent on Union withdrawing 8-2, and accepting Company Proposal 3. Union Proposal #7-1, ART 8, Pensions, Life and Hospitalization Insurance, and Long Term Disability Plans


Annual Wellness Preventative Exam Days

Wellness Days-is in addition to any other paid time off for the employee only. Paid time off at 100% base pay for annual doctor physical or preventive exam with supervisor/IC pre-approval (at least five (5) day notice required). Proof of exam (not results) documentation required, if requested. **This 16 8 hours must may be taken in an 8 4 hour increments, one-time-per-year annually** and cannot be carried over to the next calendar year. **One-time annually, In addition to the Wellness Day, employee will also be granted up to eight (8) hours annually, in not less than four (4) hour increments four (4) hours for vaccinations once Wellness Day is exhausted.**

FOR THE UNION:

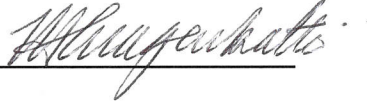






DATE: 1/21/22

FOR THE COMPANY:



DATE: 1/21/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 349**

Company counters on 1/12/22. Union Proposal #9-1, ART 10, Bereavement

Five Days

- ☐ Spouse/Same-Sex Domestic Partner
- ☐ Child
- ☐ Step Child (includes Same-Sex Domestic Partner Child)

Three Days

- ☐ Mother
- ☐ Father
- ☐ Mother/Father-in-law (includes Same-Sex Domestic Partner)
- ☐ Brother
- ☐ Sister
- ☐ Grandparent of employee
- ☐ Daughter/Son-in-law (includes Same-Sex Domestic Partner)
- ☐ Step relative of all of the above
- ☐ Any relative who permanently resides in the employee's home

One Day

- ☐ Cousin
- ☐ Aunt
- ☐ Uncle
- ☐ Grandparent of spouse/Same-Sex Domestic Partner
- ☐ Brother/Sister-in-law
- ☐ Niece
- ☐ Nephew

The employee must notify his or her supervisor of the need to use bereavement leave within a reasonable period of time when the need arises. **Upon approval, days being used need not be consecutive.** If notice of death is received by the employee after reporting to work, the time for the day will be considered as an excused absence with pay and is not counted as one of the Bereavement Leave days. Additional time off (vacation, floating holidays, or non-pay) may be granted with managerial approval.

FOR THE UNION:

Jeff Chryel
Paul Hesse
Edward Myers

DATE: 1/21/22

FOR THE COMPANY:

W. Mugaibhatti

DATE: 1/21/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 349**

Company agrees on 1/14/22. Union Counter #1 to Company Counter to Union Proposal #10-1, ART 11,
Vacation

Vacation will commence on the employee's first normal workday or shift on which he/she is absent from work on account of vacation, and shall run continuously for the number of allotted working days to which he/she may be are entitled to. **Employees may request to take up to 40 hours of such vacation annually in periods of not less than one (1) day (see Addendum 4). 4 hours, subject to approval.**

FOR THE UNION:

Jeff Chynel

John Huse

Chris

Edward Myers

DATE: 1/21/22

FOR THE COMPANY:

William G. Katt

DATE: 1/21/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 349**

Union Proposal #11-1, ART 12, *Retrenchments and Dismissal*

The employee shall be entitled to an amount equal to ~~one (1)~~ **two (2)** week's pay for or ~~forty (40)~~ **eighty (80)** hours of straight time for each year of continuous service with the Company, plus the proportionate part of a 2 week's pay for any additional part of a year served with the Company up to a maximum of ten (10) years. This computation will be based on the last full month worked by the employee.

FOR THE UNION:

Jeff Chynel
Edmund Myers
1/21/22

DATE: _____

FOR THE COMPANY:

W. Hungarhutto

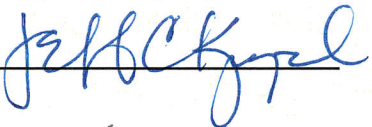
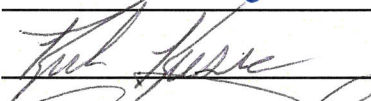


DATE: 1/21/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 349**

Company Accepts Union Counter #1 to Counter to Union Proposal #13-1, ART 14, *Union Representatives and Joint Committees*


The Company agrees to pay the regular straight time hourly rate of pay of the President, Vice President, Secretary, Treasurer, or Sergeant-at-Arms, ~~and for any other Union member with the approval of management,~~ who may be absent of Local 349, authorized in writing by the President or Vice President, to be absent for Union business. **Additional Union members may be granted the same privilege pending approval of management.** The signed authorization shall serve as notice to the Company of such absence. The Company shall submit such signed authorization, or copy thereof, to the Local Union Treasurer for reimbursement by the Local Union. The Union shall make reimbursement within 15 days of the Company submitting said authorization to the Local Union Treasurer. The Local Union agrees to reimburse the Company for all wages, employer F.I.C.A. and 401K matching funds paid to any of the Local officers **and members** listed above while conducting Union business.

FOR THE UNION:

DATE: 1/21/22

FOR THE COMPANY:



DATE: 1/21/22

A Sunday- Weekend Premium of **seventy-five (.75) cents** One dollar per hour will be paid for all regularly scheduled hours worked on a calendar ~~Saturday and Sunday~~ .

FOR THE UNION:

John C. Myers
John C. Myers
John C. Myers
John C. Myers

DATE: 1/21/22

FOR THE COMPANY:

Allegretto


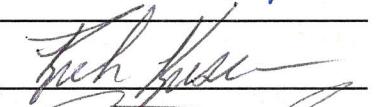

DATE: 1/21/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 349**


Company counters to Union's counter of 1/20/22. Union Counter #1 to Company Counter to Union Proposal #15-1 and 2 , ART 16, *Emergency Response (Compensation)*

Emergency Responders on rotation will be paid ~~\$30.00~~ ~~\$50.00~~ **one-hour of straight time pay** for Monday thru Friday, ~~\$40.00~~ ~~\$75.00~~ **one-and-one half-hour of straight time pay** for Saturday, and **one hour of double time** for Sunday and Holidays.

FOR THE UNION:




Edward Myers
DATE: 1/21/22

FOR THE COMPANY:



DATE: 1/21/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 349**

Company Counter to Union Proposal #17-1, ART 20, *Pandemic*

For the duration of any Pandemic, as recognized by the Governor of the State of Ohio, the company shall follow, at a minimum, the guidance set forth by OSHA while taking into consideration CDC guidance. The Company will also provide the employees with all necessary safety equipment in accordance with OSHA standards and consider CDC guidance for the protection of the employee and the customer.

FOR THE UNION:

Jeff Chynel
Ed Myers
Edward Myers

DATE: 1/21/22

FOR THE COMPANY:

William J. Battista

DATE: 1/21/22

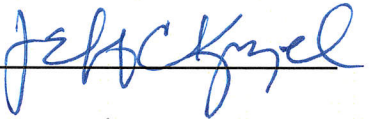
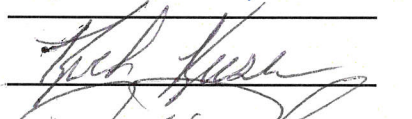
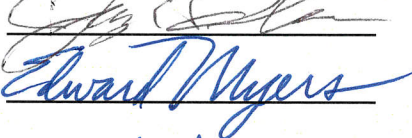
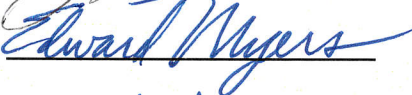
**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 349**

Company Proposal #1, Article 1, Nondiscrimination

The Company and the Union will continue the established policy and practice of non-discrimination in respect to race, color, religion, sex, age, disability, national origin, marital status, veteran status, sexual orientation, sexual identity, genetic information or any other characteristic protected or covered under applicable law.

WHEREAS, it is the desire of the Company and the Union to ~~comply with the requirements of Executive Order 11246, as amended, related to affirmative action; Section 503 of the Rehabilitation Act and the American with Disabilities Act, as amended, covering employment of the disabled; and Section 402 of the Vietnam Era Readjustment Assistance Act of 1974, covering the employment of veterans. The Company will comply with all applicable Federal laws, regulations, and rulings in hiring and employment activities and appreciates the union's cooperation in the effort to fully comply with these Federal requirements.~~ **continue the policy and practice of nondiscrimination because race, color, age, sex, sexual orientation, gender identity, physical or mental disability, religion, national origin or ancestry, pregnancy, military or veteran status, citizenship or immigration status, genetic information, or any other legally protected characteristic or status, in accordance with applicable federal, state, or local law, and to comply as applicable with the affirmative action and non-discrimination obligations of federal contractors, including those under Executive Order 11246, Section 503 of the Rehabilitation Act, and the Vietnam Era Veterans' Readjustment**

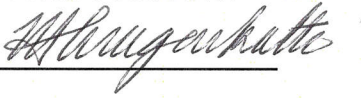
FOR THE UNION:

DATE:

1/21/22

FOR THE COMPANY:



DATE:

1/21/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 349**

Company Amended Counter Proposal to Union 8-2 conditioned upon Union acceptance of Company Proposal 3.
Union Counter Proposal #1 to Company Proposal #3, *Article 9 Sick Leave Plan*

(C) **All sick leave** absence of ~~four hours~~ or more will be charged under the Sick Leave Plan.

FOR THE UNION:

Jeff Chyzel
Paul Bush
James Sola
Edward Myers

DATE: 1/21/22

FOR THE COMPANY:

William Whittle

DATE: 1/21/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 349**

Company counter on 1/12/22 Union Counter Proposal #1 to Company Proposal #4, Article 11, Vacation Policy, New Hires or Rehires

New Hires or Rehires prorate hire year vacation—effective date 1/1/18

The proration is calculated based on the remaining full months in a calendar year beginning with the month after hire date month. For Example:

If you are hired:

Month	Allotment	Month	Allotment
January 1-31	110 hours	July 1-31	50 hours
February 1-28 (29)	100 hours	August 1-31	40 hours
March 1-31	90 hours	September 1-30	30 hours
April 1-30	80 hours	October 1-31	20 hours
May 1-31	70 hours	November 1-30	10 hours
June 1-30	60 hours	December 1-31	0 hours

Beginning January 1 of the following calendar year, 2019, employees would be entitled to 3 weeks (120 hours) vacation (if applicable could be 160 hours for rehired employees depending on previous service and break-in-service).

Employees are required to use 80 hours of their vacation grant per year or forfeit the difference between the number of hours used and 80 hours (exception would be in the first year of hire or rehire, if vacation grant is less than 80 hours, employees are required to utilize their year of hire vacation allotment during their first year of hire). However, If extenuating circumstances exist that are beyond the employee's control, an employee, with approvals from the employee's supervisor and the next level of management, may elect to carry over or to bank such unused vacation hours. that would otherwise be subject to forfeiture. Any vacation not carried over will be paid to the employee (at 1X regular rate of pay) by December 15th of that calendar year.

FOR THE UNION:

Jeff C. Kozel
Paul Kuehn
Edward Myers

DATE: 1/21/22

FOR THE COMPANY:

M. Maguire

DATE: 1/21/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 349**

Company counters on 1/14/22. Union Counter Proposal #1 to Company Proposal #7, *Article 15, Wages, Apprenticeship Guidelines Measurement and Regulation Technician*

Due to the extensive M&R training program, the significant changes related to controls and the increased rigor in the department, the following outlines an enhanced M&R Technician job progression:

M&R Technician 3→ M&R Technician 2→ M&R Technician 1 (4 years)

The M&R Technician 3 position will be the entry level position for a nontraditional incumbent into the job classification. A nontraditional incumbent is defined as follows:

1. Any internal field employee with less than two years' experience in plant or service or;
2. A current employee transferring from a company department with no previous plant or service experience or;
3. An external individual hired directly into the M&R Technician position.

The employee will participate in an extensive training period both on-the-job and in the classroom; after completing a required two years in the M&R Technician 3 position, the employee will progress to the M&R Technician 2.

After two years in the M&R Technician 2 position, the employee will complete and must successfully pass the required progression test to be placed into the M&R Technician 1 role. The total training period and timeline to progress to an M&R Technician 1 will be four years if entering the job family as an M&R Technician 3.

M&R Technician 2→ M&R Technician 1 (3 years)

The M&R Technician 2 position will be the entry level position for any employee with two years or more of plant or service experience. The employee will be required to remain in the M&R Technician 2 position until completing and passing the required progression tests to be placed in the M&R Technician 1 role.

Within three years in the M&R Technician 2 position, the employee will complete and must successfully pass the progression test to be placed into the M&R Technician 1 role. The total training period and timeline to progress to an M&R Technician 1 will be up to three years if entering the job family as an M&R Technician 2.

M&R Job Progression Requirements

- In both progressions outlined above, should an employee fail the M&R Technician 1 progression test on the first attempt, the employee will be provided one additional attempt to retake and successfully pass the test within six months of the initial attempt.
- If the employee fails the required M&R Technician 1 progression test on the second attempt, he/she will be reclassified to an available position to which his/her experience, training and seniority would allow under the labor agreement or, ~~at the employees request,~~ returned to the classification they held prior to being awarded the job. There will be no loss in Seniority in the event that the employee is reclassified. (←union language)
- All M&R Technicians will be required to successfully complete and maintain all required Operator Qualifications and demonstrate the ability to perform all duties and requirements of the M&R Technician 1 position prior to progressing into the role.
- At the time of ratification, current M&R Technicians will be placed in the M&R Technician 2 or M&R Technician 1 based on their work experience and current placement in the M&R training program.

Wages

Job Title	Wage Rate
M&R Technician 1	\$44.50
M&R Technician 2	\$42.50
M&R Technician 3	\$39.50

The above wage rates are subject to any agreed upon across-the-board contractual increases.

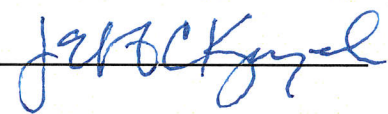
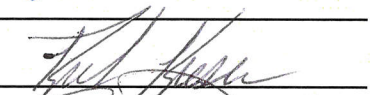


9. Apprenticeship Guidelines Measurement & Regulation Technician

The following Apprentice guidelines are applicable to the establishment of the Measurement & Regulation Technician classification.

4. Any employee entering the Measurement & Regulation Technician classification will be transferred to the Measurement & Regulation Technician classification at 80% of the maximum rate of the classification or at the maximum rate of the lower classification, whichever is greater. After a period of 12 months, they will be eligible for 50% of the difference between their rate of pay as described and the maximum rate of pay of this classification. After a total of 18 months, and at such time he/she is able to satisfactorily demonstrate the ability to perform all of the duties of the classification, and successfully completing the M&R Technician test, the employee will be eligible for the maximum rate of pay.
5. Any employee bidding the Measure & Regulation Technician classification will be expected to perform the duties of the Measure & Regulation Technician classification as soon as he/she is able.
6. Any employee bidding the Measure & Regulation Technician classification will be expected to progress to the Measure & Regulation Technician classification within 2 years. If the employee is unable to demonstrate the ability to perform all of the duties of the classification within this 2 year period, they will be given an additional six months of training to perform all of the duties of the classification and successfully complete the M&R Technician test. After the six months of additional training and the employee is still unsuccessful, he/she will return to their former classification. They will not be eligible to re-enter the Measure & Regulation Technician classification for at least three (3) years.

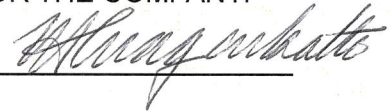
Any employee in the Measure & Regulation Technician classification will be allowed to work call-out overtime in accordance with established practices if no employee in the Measure & Regulation Technician classification is available; furthermore, in continuous overtime situations, the conditions outlines in Article 6 of the Labor Agreement will govern.

FOR THE UNION:

DATE: 1/21/22

FOR THE COMPANY:



DATE: 1/21/22

MEMORANDUM OF UNDERSTANDING
Between
COLUMBIA GAS OF OHIO, INC.
And
UNITED STEEL WORKERS LOCAL 372

The Undersigned Parties hereby agree on this 17th day of November 2021, to the following settlement, which is understood to be subject to ratification by the Union membership:

Five (5) year contract to be effective December 1, 2021 and to terminate November 30, 2026(midnight).

AGREEMENT

This Agreement made and entered into this 1st day of December 2021, by and between COLUMBIA GAS OF OHIO, INC., hereinafter referred to as the "Company", its successors and assigns, and the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO-CLC, hereinafter referred to as the "Union", on behalf of Local Union 372-01.

All agreed upon Letters of Agreement and MOUs from the last contract will apply to the new contract.

1. The company and the Union agree to the creation of the Construction Coordinator Progression classifications as listed below and reference attached. Wages are listed below - The below wage rates are NOT inclusive of the December 2021 ATB wage increase. At the time of ratification, current Construction Coordinators will be placed in the Construction Coordinator 3 or the Construction Coordinator 2 based on their work experience and Operator Qualifications, but will be paid at the Construction Coordinator 2 wage rate above.

Construction Coordinator 3 – (Min) \$35.78 – (Mid) \$35.98 – (Max) \$36.40

Construction Coordinator 2 – (Min) \$37.32 – (Mid) \$37.83 – (Max) \$38.17

Construction Coordinator 1 – (Min) \$39.07 – (Mid) \$39.58 – (Max) \$40.06

2. The company and the Union agree to the creation of the M&R progression classification as listed below and reference attached. Wages are listed below – The below wage rates are NOT inclusive of the December 2021 ATB wage increase.

M&R Technician III – (Min) \$39.50 – (Mid) \$41.00 – (Max) \$42.50

M&R Technician II – (Min) \$42.83 – (Mid) \$43.16 – (Max) \$43.49

M&R Technician I – (Min) \$43.83 – (Mid) \$44.17 – (Max) \$44.50

3. The company and the Union agree to Company proposal #9 related to charging sick leave when time taken is less than 4 hours.

11/17/2021
SO
BW
1

4. The company and the union agree to the modifications to Article XXVI, Emergency Response in the attached.
5. Addendum A Wages, Modify current schedule of wages with the following:

The schedule of wage increases provides the following base rate adjustments:	
December 1, 2021	3.0%
December 1, 2022	2.5%
December 1, 2023	2.5%
December 1, 2024	3.0%
December 1, 2025	3.0%

6. Section 11, Premium Wages, E. Shift Differential, Par 13, Page 73

Par. 13 The Company shall pay employees engaged on a job involving shift operations a shift differential based on the following schedule (.05 – SHIFT Diff)

Effective Date	1st Shift (Midnight to 8AM)	3rd Shift (4PM to Midnight)
December 1, 2021	\$1.90	\$2.15
September 11, 2022 December	\$1.95	\$2.20
September 10, 2023 December	\$2.00	\$2.25
September 8, 2024 December	\$2.05	\$2.30
September 7, 2025 December	\$2.10	\$2.35

1. Ratification Bonus and Signing Acknowledgement

The Company agrees to a one-time \$700.00 base ratification bonus for active employees to be paid following timely ratification of this contract. On a one-time, nonreferral, nonprecedent setting basis the Company will provide an additional signing acknowledgement of \$500.00 for a timely ratification of this contract. The ratification shall occur no later than 12:00 (midnight) on Friday, November 19th, 2021. The ratification bonus will be paid out within the next two pay periods.

2. Contract Cleanup Items

In addition to any previous contract clean-up items referenced, the Union Committee and Management agree to meet within 120 days of the ratification date of this Agreement, to continue to clean up contract language that does not substantially change the terms and conditions, i.e., name changes, etc.

3. Terms of Agreement

This Agreement shall be effective from December 1, 2021, to the first day of December 2026, and, unless terminated at the end of that period by sixty (60) days' prior written notice from one party to the other, shall continue thereafter until terminated by either party on a sixty (60) days' written notice or amended by mutual consent.

Handwritten signature and date: 11/17/2021
Handwritten initials: BW

MEMORANDUM OF UNDERSTANDING
Between
COLUMBIA GAS OF OHIO, INC.
And
The UNITED STEELWORKERS, LOCAL UNION NO. 12319

The Undersigned Parties hereby agree on this 13th of April, 2022, to the following settlement, which is understood to be subject to ratification by the Union membership:

Five (5) year contract to be effective May 1, 2022 and to terminate May 1, 2027 12:01am.

AGREEMENT, Page 3

Made and entered into as of this 1st day of May, 2022, by and between COLUMBIA GAS OF OHIO, INC., Wintersville Area, its successors and assigns party of the first part, hereinafter designated as "Company," and LOCAL UNION NO. 12319, The United Steelworkers, AFL-CIO, party of the second part, hereafter designated as the "Union."

1. SECTION 10, Wages, Page 26

The schedule of wage increases provides the following base rate adjustments:	
May 1, 2022	3.5%
May 1, 2023	3.0%
May 1, 2024	3.0%
May 1, 2025	3.0%
May 1, 2026	2.5%

Members of USW Local 12319 shall receive a \$.50 wage adjustment, on all titles, prior to their prospective General Wage Increase for each year of the agreement.

2. SECTION 11, Paragraph 13, Premium Wages, Shift Differential, Page 30

For regularly assigned work outside the regular day shift within the department involved, but other than emergency work or overtime work covered by the provisions of this Agreement, the Company will pay, in addition to base pay shift differential according to the following schedules:

- A. Effective May 1, 2022:
 - i. Evening Shift \$2.15 per hour
 - ii. Morning Shift \$2.33 per hour
- B. Effective May 1, 2023:
 - i. Evening Shift \$2.20 per hour
 - ii. Morning Shift \$2.38 per hour
- C. Effective May 1, 2024:
 - i. Evening Shift \$2.25 per hour
 - ii. Morning Shift \$2.43 per hour
- D. Effective May 1, 2025:

- D. Effective May 1, 2025:
- i. Evening Shift \$2.30 per hour
 - ii. Morning Shift \$2.48 per hour

- E. Effective May 1, 2026:
- i. Evening Shift \$2.35 per hour
 - ii. Morning Shift \$2.53 per hour

3. Ratification Bonus and Signing Acknowledgement

The Company agrees to a one-time **\$600.00** base ratification bonus for active employees to be paid following timely ratification of this contract.

4. Medical Plan-PPO/Benefits

Post-Retirement Medical Plan Proposal

For all eligible retirees at 1/1/24 (includes any current eligible retiree and/or spouse at 1/1/24), the Company will increase the pre-age 65 Retiree and Spouse defined dollar subsidy for each year of service from \$225 to \$245 and from \$170 to \$190 respectively.

For all eligible employees and current retirees, at 1/1/24 the Company will increase the post 65 Medicare Part B annual subsidy from \$475 to \$525.

Retirement Savings 401(k) Plan Proposal

Effective 1/1/23 for all employees hired, rehired or transferred after 1/1/13, the Company will increase the automatic company contribution on eligible pay from 3% to 4.5%.

PPO and High Deductible Health Plans 1 & 2

Employee Premium Cost Share

Employee cost share at 25% for PPO and High Deductible Plans 1

Employee cost share at 20% for High Deductible Plan 2

Plans 1 and 2

No deductible, out of pocket changes or co-insurance changes for the term of the agreement.

Health Savings Account (HSA)

Effective 1/1/23, Increase the company health saving account employer annual seed for employees enrolled in the High Deductible Health Plan 1 and 2 from \$800 to \$1,190 and \$300 to \$690, respectively.

5. Contract Cleanup Items

In addition to any previous contract clean-up items referenced, the Union Committee and Management agree to meet within 120 days of the ratification date of this Agreement, to continue to clean up contract language that does not substantially change the terms and conditions, i.e., name changes, etc.

THE UNITED STEELWORKERS, LOCAL UNION NO. 12319

Steve Sninchak, President
Clarence Fox, Vice President
Donald Ware, Recording Secretary
Adam Richardson, Grievance Committee
Andrew Green, Financial Secretary

APPROVED FOR: THE UNITED STEELWORKERS, AFL-CIO

John Saunders, Staff Representative

COLUMBIA GAS OF OHIO, INC.

Mahesh Nagarkatti, VP Gas Operations
David Musser, Director Construction Services
Donald Ayers, Director Systems Operations
Keith Meadows, Manager Operations Center
Randy Owen, Manager Systems Operations
Lori Johnson, Director Labor Relations

All of the attached and executed tentative agreements shall be considered as incorporated into this tentative agreement.

Accepting a Job Outside of Bargaining Unit
Bereavement
Call-out Before Shift
Clothing Allowance
Electronic Job Bidding Process
Emergency Response Compensation
Emergency Response Process
Meals
M&R Job Family Progression

Move to Max Rate
New and Transfer Employees- Bidding Rights
Nondiscrimination Language
Premium Wages – Redline
Request to Return to Former Classification
Residency Requirement
Resource Sharing
Rest Period
Wellness
Working on a Holiday

FOR THE UNION:

Steve Sninchak

Donald Ware

Adam Richardson

John Saunders

DATE: 4-13-22

FOR THE COMPANY:

Mahesh Nagarkatti

David Musser

Keith Meadows

DATE: 4-13-2022

COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 12319

Co. Counter (4/11/22) to Union Proposal #20, Bereavement, Section 9, Paragraph 8 Page 16

Company agrees with proposed language be added to existing Paragraph 8

Upon approval, days being used need not be consecutive.

FOR THE UNION:

Steve Smircich
David Hume
Adam Richardson
John Sundberg

FOR THE COMPANY:

W. J. Gatto
D. J. Gatto
W. J. Gatto
W. J. Gatto

DATE: 4-12-22

DATE: 4/13/2022

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 12319**

Company Proposal #8 Section 5, Seniority, Par 6, Page 4, Electronic Job Bidding Process

Par. 6 All vacant jobs and newly created jobs covered by this agreement shall be posted via the electronic posting/bidding process along with the standard bulletin board posting process until 1/1/2023. On this date, the electronic posting/bidding process will be the standard process going forward. In case of job vacancies, such vacancies will be posted within three (3) days, excluding Saturdays, Sundays and Holidays, after company determines the continued need for the position and after all approvals have been received. Employees eligible to bid for such jobs shall apply within five (5) working days from the time of posting.

The Company will notify employees of the posting via company email and the employee will receive confirmation via email their bid was received. Eligible employees not claiming such jobs within five (5) working days from the date of posting shall forfeit their right to the job in question. Employees absent during the period of a posting shall be deemed as having bid the job.

FOR THE UNION:

John Sanderson
Adam Richardson
Donald Nune
Steve Grunehak

FOR THE COMPANY:

Alfreda Khatto
D. Q. W.
Mark P. G.

DATE: 4-13-22

DATE: 4/13/2022

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 12319**

Co. Counter (4/11/22) to Union Proposal #7, Remove 1.5 and add .5, Sect 11 Par 2

Par. 2 Employees called out for emergency overtime work shall receive a minimum of three (3) hours' pay at the rate of time and one-half. Employees called out to work more than ~~1 ½ (-.5)~~ 1 hours before their regular starting time will receive a minimum of three (3) hours pay at the rate of time and one-half. Employees called out to work ~~1 ½ (-.5)~~ 1 hours or less before their regular start time will be paid time and one half for the hours worked in excess of 8 hours. This provision will apply on any of the observed holidays. If the call-out is on a Sunday, employees shall receive a minimum of 3 hours pay at the rate of double time. Time worked under this provision includes a reasonable amount of travel time from an employee's home to the job site and the return to his home, provided such return does not occur at the completion of his scheduled work day.

FOR THE UNION:

Steve Smurchak
Donald Wane
Adam Richardson
John Spangler

FOR THE COMPANY:

William Whittle
DJQ
Mark P. [Signature]

DATE: 4-13-22

DATE: 4/13/2022

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 12319**

Co. Counter (4/11/22) to Union Proposal #15, Clothing Allowance, Page 34

Employees are provided a clothing allowance each year to be applied to a company vendor account for the purchase of uniforms, which shall include the purchase of approved safety boots. The uniform allowance will be \$700 per year. Effective 5/1/22, through the term of this contract, any unused portion up to \$100 will be rolled over to the next calendar year, subject to vendor capability. ~~\$400 annually per year for Service and \$475 per year for Plant, Plant and Service Combos and Welders for the first 2 years of the contract, \$500 for the third year and \$525 each year for the fourth and fifth years of the contract.~~

FOR THE UNION:

Steve Grunwald
Dave Wane
Adam Richardson
John Sparrow

FOR THE COMPANY:

HR/Operations
DIR
Mark P. G.

DATE: 4-13-22

DATE: 4/12/2022

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 12319**

Company Counter to Union Proposal #14, Call out compensation, Sect 12

COMPENSATION

~~Emergency Responders on rotation will be paid \$ 37.50 each day for Monday thru Friday and \$ 47.50 Saturday, Sunday and Holidays~~

~~Union: 1 hour of 1.5 hour rate Monday Friday, 3 hours of 1.5 pay rate Saturday, 3 hours of 2 times pay rate Sunday & Holidays~~

~~Co: 1 hour of straight pay Monday Friday, 1 hour of 1.5x pay rate Saturday, 1 hour 2x pay rate Sunday and Holidays~~

~~Union: 1 hour of straight pay Monday Friday, 2 hours of 1.5x pay rate Saturday, 2 hours 2x pay rate Sunday and Holidays~~

~~Co: 1 hour of straight pay Monday-Friday, 1 hour of 1.5x pay rate Saturday, 1 hour 2x pay rate Sunday and Holidays~~

FOR THE UNION:

Steve Smunchak
Donald Nune
Adam Richardson
John Saunders

FOR THE COMPANY:

W. Mark Katt
DJR
W. Mark Katt

DATE: 4-13-22

DATE: 4/13/2022

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 12319**

Union Proposal #13, Remove, Sect 12 Process 7

- ~~7. The order of Emergency Response will be determined by IC management.~~
7. 8. Emergency Responders shall be required to take a company vehicle home.
8. 9. Emergency Responders will be determined by management and discussed with the union.
9. 10. Emergency Response will be an agenda item at all Labor/Management meetings.

FOR THE UNION:

Steve Smunehack
Donabel Wane
Adam Richardson
John Sanderson

FOR THE COMPANY:

William Whatts
D. J. M.
Mark P. J.

DATE: 4-12-22

DATE: 4/13/2022

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 12319**

Co. Counter (4/11/22) to Union Proposal #17, Meals, Page 34

~~Effective May 1, 2017, the first meal allowance will be \$17.00 and \$13.00 for each meal thereafter.~~

~~Effective May 1, 2018, the first meal allowance will be \$17.25 and \$13.25 for each meal thereafter.~~

~~Effective May 1, 2019, the first meal allowance will be \$17.50 and \$13.50 for each meal thereafter.~~

~~Effective May 1, 2020, the first meal allowance will be \$17.75 and \$13.75 for each meal thereafter.~~

~~Effective May 1, 2021, the first meal allowance will be \$18.00 and \$14.00 for each meal thereafter.~~

Effective May 1, 2022, and each year of the agreement thereafter, employees eating an overtime meal will be paid a flat rate of \$25 for their first meal and \$15 for each meal thereafter.

4. When employees are working outside of the Ohio Valley, they will be paid a noonday meal of ~~\$7.00~~ \$12.

FOR THE UNION:

John Saunders
Adam Richardson
Donnell Wane
Steve Trumchak

FOR THE COMPANY:

[Signature]
D. R. M.
[Signature]

DATE: 4-12-22

DATE: 4/13/2022

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 12319**

Company Proposal #3, Section 10, M&R Job Family Progression Add Language

Due to the extensive M&R training program, the significant changes related to controls and the increased rigor in the department, the following outlines an enhanced M&R Technician job progression:

M&R Technician 3 > M&R Technician 2 > M&R Technician 1 (4 years)

The M&R Technician 3 position will be the entry level position for a nontraditional incumbent into the job classification. A nontraditional incumbent is defined as follows:

1. Any internal field employee with less than two years' experience in plant or service or;
2. A current employee transferring from a company department with no previous plant or service experience or;
3. An external individual hired directly into the M&R Technician position.

The employee will participate in an extensive training period both on-the-job and in the classroom; after completing a required two years in the M&R Technician 3 position, the employee will progress to the M&R Technician 2.

After two years in the M&R Technician 2 position, the employee will complete and must successfully pass the required progression test to be placed into the M&R Technician 1 role. The total training period and timeline to progress to an M&R Technician 1 will be four years if entering the job family as an M&R Technician 3.

M&R Technician 2 > M&R Technician 1 (3 years)

The M&R Technician 2 position will be the entry level position for any employee with two years or more of plant or service experience. The employee will be required to remain in the M&R Technician 2 position until completing and passing the required progression tests to be placed in the M&R Technician 1 role.

Within three years in the M&R Technician 2 position, the employee will complete and must successfully pass the progression test to be placed into the M&R Technician 1 role. The total training period and timeline to progress to an M&R Technician 1 will be three years if entering the job family as an M&R Technician 2.

M&R Job Progression Requirements

- In both progressions outlined above, should an employee fail the M&R Technician 1 progression test on the first attempt, the employee will be provided one additional attempt to retake and successfully pass the test within six months of the initial attempt.
- If the employee fails the required M&R Technician 1 progression test on the second attempt, he/she will be reclassified to an available position to which his/her experience, training and seniority would allow under the labor agreement or returned to the classification they held prior to being awarded the job.
- All M&R Technicians will be required to successfully complete and maintain all required Operator Qualifications and demonstrate the ability to perform all duties and requirements of the M&R Technician 1 position prior to progressing into the role.
- At the time of ratification, current M&R Technicians will be placed in the M&R Technician 2 or M&R Technician 1 based on their work experience and current placement in the M&R training program.

Wages

Job Title	Wage Rate
M&R Technician 1	\$44.50
M&R Technician 2	\$42.50
M&R Technician 3	\$39.50

The above wage rates are subject to any agreed upon across-the-board contractual increases.

FOR THE UNION:

Steve Smirchak
Donald Wane
Adam Richards
John Souders

FOR THE COMPANY:

W. K. K. K. K.
D. K. K.
W. K. K.
W. K. K.

DATE: Apr 13-22

DATE: 4/13/2022

DATE: 4/3/2022

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 12319**

Company Proposal #5, Section 4, New Employees

Par. 1 In the event the Company in adding to its forces covered by this Agreement shall require the hiring of new employees, such employees shall be considered to be on probation for a period of nine (9) months from the date of their employment. During said nine (9) month period, the Company reserves the right to either lay off or discharge any such new employee; and in the event any such employee is later rehired, the status of such former employee shall be the same as that of any person who has never worked for the Company. Following the nine (9) month probationary period, the new employee will be covered by the provisions of this Agreement with reference to seniority, etcetera, as herein set forth as fully as to all other regular employees. Temporary employees shall have no seniority rights until they become regular employees of the Company, whereupon they shall be entitled to full credit for the period of temporary service immediately preceding the time they became regular employees

Par 2. New employees and transfer employees will have no bidding rights during the training period, and for the ~~eighteen (18)~~ **nine (9)** months after completion of training.

If a current NiSource/Columbia Gas employee with the required qualifications applies and accepts a position in the Wintersville Operating area they will not be eligible for bidding rights for a period of ~~eighteen (18)~~ **nine (9)** months from the date of their transfer to the Wintersville Operating Area.

FOR THE UNION:

John Sanderson
Adam Richardson
Donald Wane
Steve Trunchak

FOR THE COMPANY:

W. J. Whitte
D. J. R.
Phil P.

DATE: 4/13/22

DATE: 4/13/2022

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 12319**

Company Proposal #1, Agreement, Nondiscrimination Language

~~WHEREAS, it is the desire of the parties to continue in the established policy and practice of non-discrimination neither the Union nor the Company will discriminate against any employee because of race, creed, color, national origin, age, sex, religion, union activity, disability, disabled veteran, Veteran, marital status, sexual orientation, sexual identity, genetic information, or any other characteristic covered under any applicable law.~~

WHEREAS, it is the desire of the Company and the Union to continue the policy and practice of nondiscrimination because race, color, age, sex, sexual orientation, gender identity, physical or mental disability, religion, national origin or ancestry, pregnancy, military or veteran status, citizenship or immigration status, genetic information, or any other legally protected characteristic or status, in accordance with applicable federal, state, or local law, and to comply as applicable with the affirmative action and non-discrimination obligations of federal contractors, including those under Executive Order 11246, Section 503 of the Rehabilitation Act, and the Vietnam Era Veterans' Readjustment Assistance Act.

FOR THE UNION:

Steve Smunichak
Donald Ware
Adam Richardson
John Soucek

FOR THE COMPANY:

W. Nagarathu
D. R.
Mike P.

DATE: 4-13-22

DATE: 4/13/2022

DATE: 4/13/2022

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 12319**

Company Proposal #2, Section 5, Seniority, Request to Return to Former Classification

Par. 7 All job bids, except welder and M&R Technician, shall be irrevocable upon the expiration of the five (5) day job award posting period.

~~A successful bidder for a job vacancy may request in writing a return to his/her former job within fifteen (15) calendar days after their placement in the new classification. When a successful bidder returns to his/her former job within fifteen (15) calendar days after his/her placement in the new classification, the new vacancy will be filled by the next senior qualified applicant from the bids of the original posting and each successful senior qualified employee until the job is permanently filled. The Company may, during the fifteen (15) calendar days, offer the successful bidder the option of signing a waiver of this provision. If the employee elects to sign the waiver, then he/she may not return to his/her former job under this provision of the labor agreement. In the instance of M & R job vacancy, the successful bidder may return to his/her former job within thirty (30) calendar days after his/her placement in the new classification. The employee may sign a waiver of the thirty day provision. The intention of initiating this provision is to mutually benefit the Company and Union by expediting the posting of job vacancies when they are to be filled.~~

A successful bidder for a an M&R Technician job vacancy may request in writing a return to their former job within fifteen (15) calendar (10) five (5) working days after their placement in the new classification. The Company may, during the fifteen (15) calendar (10) five (5) working days, offer the successful bidder the option of signing a waiver of this provision. If the employee elects to sign the waiver, then they may not return to their former job under this provision of the labor agreement. In the instance of an M&R job vacancy the successful bidder may return to his/her former job within thirty (30) calendar ten (10) working days after placement in the new classification. The intention of initiating this provision is to mutually benefit the Company and Union by expediting the posting of job vacancies when they are to be filled.

A welder applicant may return to their former job at any time during their training period prior to passing their initial qualifying test at a Company welding school. If such employee elects to return to their former job, employees affected by this reassignment, will return to their former jobs.

If the employee elects to sign the waiver, then he/she may not return to his/her former job under this provision of the labor agreement.

The employee must physically be released to their new job within one-hundred and eighty (180) calendar days. In the event business needs necessitate extending the release date beyond the one-hundred and eighty (180) the parties agree to meet and come to an agreement on a revised release date.

FOR THE UNION:

Steve Smurchal
Donald Wince
Adam Richardson
John Sounden

FOR THE COMPANY:

H. Nagarath
D. J. [unclear]
[unclear]

DATE: 4/13/22

DATE: 4/13/2022

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 12319**

Company Proposal #6, Section 12, Emergency Response Residency

~~Existing employees at time of ratification (effective date May 1, 2017) are grandfathered at their current residence. All newly hired employees shall be required to, as a condition of employment, reside and maintain residency no more than 25 miles or 30 minutes travel time from the Wintersville Operations Center within four (4) months, no more than six (6) months acceptance of the position.~~

All current employees (active employees as of May 1, 2022) are grandfathered at their current residence. Existing employees are required as a condition of employment to reside and maintain residence within the Wintersville Service Territory or maintain the residency requirements of 25 miles or 30 minutes from the Wintersville MOD.

All newly hired employees (after May 1, 2022) shall be required to, as a condition of employment, reside and maintain residency within the TCC, and no more than 20 ~~25~~ miles or 25 ~~30~~ minutes travel time from an employee's assigned reporting location within four (4) months, no more than six (6) months acceptance of the position.

FOR THE UNION:

Steve Smuchak
Donald Wm
Adam Richardson
John Sanderson

FOR THE COMPANY:

W. H. Ruggenbach
D. L. H.
W. H. Ruggenbach
W. H. Ruggenbach

DATE: 4-13-22

DATE: 4/13/2022

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 12319**

Company Proposal #4, Section 21 (new), Resource Sharing

COLUMBIA GAS OF OHIO AND
UTILITY WORKERS UNION OF AMERICA, LOCAL 436
ST. CLAIRSVILLE, OHIO
AND
UNITED STEELWORKERS UNION LOCAL 12319 & 13656
WINTERSVILLE AND EAST LIVERPOOL, OHIO

Section 21

RESOURCE SHARING AND LABOR MANAGEMENT AGREEMENT

On this 1st day of May, 2017, the parties hereto referenced above The parties agree to Resource Sharing for the purpose of performing Plant and Service related work in the Ohio Valley (St. Clairsville 0732 and East Liverpool 0733) . This agreement shall remain in effect during the term of this agreement May 1, 2022 until May 1, 2027. ~~2017 until May 1, 2022.~~

Resource Sharing will include all Distribution Operations and not limited to the following functions: plant, service, collecting, welding, leakage, measurement and regulation.

Employees will continue to work across geographical boundaries within the Ohio Valley as business needs dictate.

The parties will meet periodically bi-annually quarterly bi-annually for labor management meetings.

It is also agreed that if there are employees laid off within the Ohio Valley Operating Center, there will not be any Resource Sharing to do the work of the laid off employees.

Add Union proposal #18

FOR THE UNION:

John Souders
Adam Richardson
Donald Wane
Steve Smurder

FOR THE COMPANY:

W. R. G. Whittle
D. B. M.
M. J. G.

DATE: 4-13-22

DATE: 4/13/2022

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 12319**

Company Proposal #9, Section 11, Premium Wages, Par 16, Page 31, Rest Periods

Par. 16. Whenever an employee has worked in excess of sixteen (16) hours within a twenty-four (24) hour period and has been released from duty by the Company, they shall be entitled to a nine (9) hour rest period before they return to work. If the rest period extends into the employee's regular scheduled shift, they shall be excused with pay at their straight time rate for that part of their regular scheduled shift necessary to make up the nine (9) hour rest period. However, in no event will the rest period pay exceed eight (8) hours. In the event that an employee is required to work during such rest period, they shall receive straight time pay for the hours worked in addition to their rest period pay. Whenever an employee has worked more than thirteen (13) hours but less than sixteen (16) actual hours continuous or non-continuous, within a twenty-four (24) hour period (start of shift to start of shift make up the 24 hour period) and has been released from duty by the Company, the employee will be entitled to a ~~five (5)~~ six (6) hour rest period before returning to work. If the rest period extends into the employee's regular scheduled shift, they shall be excused with pay at their straight time rate for that part of their regular scheduled shift necessary to make up the eight (8) or ~~five (5)~~ six (6) hour rest period. In the event that an employee is required to work during such rest period, they shall receive straight time pay for the hours worked in addition to rest-period pay.

FOR THE UNION:

Tobin Swendsen
Adam Richardson
Donald Wane
Steve Smurchak

FOR THE COMPANY:

[Signature]
[Signature]
[Signature]

DATE: 4-13-22

DATE: 4/13/2022

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 12319**

Co. Counter (4/11/22) to Union Proposal #21, Wellness, Section 9, Page 13

Annual Wellness Preventive Exam Day (8 1/2 hours) – effective date 4/1/18-5/1/22

Wellness Day is an addition to any other paid time off for the employee only. Paid time off at 100% base pay for annual doctor physical or preventative exam with supervisory/IC pre-approval (at least five (5) day notice required). The Wellness Day must be taken in single 8-day or 4 hour increments, and cannot be carried over to the next calendar year. In addition to the Wellness Day, an employee will be granted up to eight (8) hours annually in not less than four (4) hour increments. These additional hours cannot be carried over to the next calendar year.

Proof of exam (not results) documentation required if requested.

FOR THE UNION:

Steve Smerchal
Donald Ware
Alan Richardson
John Sanderson

FOR THE COMPANY:

M. Nagaratho
D. R. M.
Paul A. G.

DATE: 4-13-22

DATE: 4/13/2022

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 12319**

Union Proposal #8, Working on a Holiday, Sect 11 Par 8

Par. 8 When an employee is called to work on a Company observed Holiday and is working during their regular schedule, the work hours (8 hours) pay ratio will be 1 ½ 2 times regular pay rate. When an employee is working on a Holiday and is outside of regular working hours, the pay rate will be 2 times the regular pay.

FOR THE UNION:

Steve Smechak
Donald Wane
Edmund Hilderson
John Sanders

FOR THE COMPANY:

Blondy Khatkhat
D.J.M.
Mark V. [Signature]

DATE: 4-13-22

DATE: 4/13/2022

MEMORANDUM OF UNDERSTANDING

Between
Columbia Gas of Ohio, Inc.
And
The United Steelworkers, Local 12319 at Wintersville, OH

Columbia Gas of Ohio ("Company") and the United Steelworkers, AFL-CIO and its affiliated Local Union No 12319 ("Union") hereby enter into the following Agreement.

- Upon ratification of the agreement between the parties, Clarence Fox will be removed from the ER Service rotation.
- Upon ratification of the agreement between the parties, a Street Service A position will be posted within Local 12319 after May 1, 2022.

This agreement is made on a non-precedent setting basis, and may not be introduced as evidence in any future proceeding, except as necessary to enforce the Agreement's terms. Additionally, this agreement will resolve grievances #421, 521, 621, 721, 821, 921, 122, and 222 with prejudice.

APPROVAL

COMPANY

W. Bragankatti
D. B. W.
W. B. W.

Date: 4/13/22

UNION

Steve Smirnov
John Sme
Adam Richards
Donal Wane

Date: 4-13-22

MEMORANDUM OF UNDERSTANDING
Between
COLUMBIA GAS OF OHIO, INC.
And
UTILITY WORKERS UNION OF AMERICA, LOCAL UNION NO. 436

The Undersigned Parties hereby agree on this 25th of February, 2022, to the following settlement, which is understood to be subject to ratification by the Union membership by midnight Monday, February 28, 2022:

Five (5) year contract to be effective May 1, 2022 and to terminate May 1, 2027 (12:01am).

AGREEMENT

Made and entered into as of this 1st day of May, 2022, by and between COLUMBIA GAS OF OHIO, INC., its successors and assigns, hereinafter referred to as "Company," and LOCAL UNION NO. 436, OF THE UTILITY WORKERS UNION OF AMERICA, affiliated with the American Federation of Labor and Congress of Industrial Organizations, its successors and assigns, hereinafter referred to as either the "Union" or the "Employees".

1. Attached hereto and made a part hereof, the Memorandum of Intent & Understanding between Columbia Gas of Ohio, Inc. and Utility Workers of America Local 436 (St. Clairsville) dated 1/21/2022.

2. Section 19 - Term of agreement

This Agreement will remain in full force and effect until 12:01 a.m., May 1, 2027, being understood that, unless the contract is terminated as hereinafter provided, it shall automatically renew itself from year to year. Should any party of this Agreement desire to terminate the Agreement at the expiration of this Agreement, or any annual extensions thereof, not less than sixty (60) days' notice of such intent must be given in writing prior to such termination date.

3. Emergency Response Callout Process Letter of Agreement

Signed letter of agreement dated April 24, 2017 shall be in effect during the term of the agreement.

4. Contract Cleanup Items

In addition to any previous contract clean-up items referenced, the Union Committee and Management agree to meet within 120 days of the ratification date of this Agreement, to continue to clean up contract language that does not substantially change the terms and conditions, i.e., name changes, etc.

UTILITY WORKERS UNION OF AMERICA, LOCAL UNION NO. 436

Louis E. Fisher, President
Ean E. Rizor, Vice President
Ross Johnson, Financial Secretary/Treasurer
Lewis A. Leiffer, Committee Member

APPROVED FOR: UTILITY WORKERS UNION OF AMERICA, AFL-CIO

Kelly Cooper, Senior Region 3 Director

COLUMBIA GAS OF OHIO, INC.

Mahesh Nagarkatti, VP Gas Operations

David Musser, Director Construction Services
Donald Ayers, Director Systems Operations
Keith Meadows, Manager Operations Center
James Blake, Manager Construction Services
Randy Owen, Manager Systems Operations

All of the attached and executed tentative agreements shall be considered as incorporated into this tentative agreement.

Probation Period and Bidding Rights
Electronic Job Bidding Process
Residency Requirements
Nondiscrimination Language
Request to Return to Former Classification
M&R Job Family Progression
Resource Sharing
Shift Differential
Rest Periods
Holiday Pay
Meal Allowance
Clothing Allowance
Annual Wellness
Bereavement
Emergency Response Compensation

FOR THE UNION:

Qui E. Kai
E. D.
Leyna R. Leiffer
Kelly Chop

DATE: 2/25/2022

FOR THE COMPANY:

M. Nagarkatti
Keith Meadows
Ron Oph

DATE: 2/25/22

MEMORANDUM OF INTENT & UNDERSTANDING
Between
COLUMBIA GAS OF OHIO, INC.
And
UTILITY WORKERS OF AMERICA LOCAL 436 (ST. CLAIRSVILLE)

The Parties to this Memorandum of Intent and Understanding acknowledge and agree to the following:

- The Parties will commence collective bargaining negotiations for a successor agreement to the negotiated labor agreement that expires on May 1, 2022;
- The Parties acknowledge that they may present any and all proposals and commit to the negotiation of the same in good faith, and;
- Subject to the execution of a full tentative agreement, it is the intent of the Parties to incorporate terms agreed in previous negotiation between UWUA and Columbia Gas as follows:

Five (5) year contract to be effective May 1, 2022, and to terminate May 1, 2027 (midnight).

1. Section 12-Wages, Page 50: Modify current schedule of wages with the following:

The schedule of wage increases provides the following base rate adjustments:	
May 1, 2022	3.5%
May 1, 2023	3.0%
May 1, 2024	3.0%
May 1, 2025	3.0%
May 1, 2026	2.5%

- Members of UWUA Local 436 shall receive a \$.50 wage adjustment, on all titles, prior to their prospective General Wage Increase for each year of the agreement.

2. Medical Plan-PPO/Benefits

Post-Retirement Medical Plan

For all eligible employees and current retirees at 1/1/24 the Company will increase the pre-age 65 Retiree and Spouse defined dollar subsidy for each year of service from \$225 to \$245 and from \$170 to \$190 respectively.

For all eligible employees and current retirees, at 1/1/24 the Company will increase the post 65 Medicare Part B annual subsidy from \$475 to \$525.

Retirement Savings (401(k)) Plan

Effective 1/1/23 for all employees hired, rehired or transferred after 1/1/13, the Company will increase the automatic company contribution on eligible pay from 3% to 4.5%.

PPO and High Deductible Health Plans 1 & 2

The Company agrees to meet annually (prior to open enrollment period) to inform Union Officers of the upcoming plan year's actuarial underwriting of premiums for the PPO, HDPP01, and HDPP02. During these meetings the Company will inform the Union of the following:

- Employee contribution rates
- Annual legislative changes as applicable (e.g., IRS limit changes)
- Annual enrollment employee communication plan, and any other applicable scheduled upcoming Union employee communications

Employee Premium Cost Share

Employee cost share at 25% for PPO and High Deductible Plans 1.
Employee cost share at 20% for High Deductible Plan 2.

PPO and High Deductible Health Plans 1 and 2

No deductible, out of pocket changes or co-insurance changes for the term on the agreement.

Health Savings Account (HSA)

Effective 1/1/23, increase the company health savings account employer annual seed for employees enrolled in the High Deductible Health Plan 1 and 2 from \$800 to \$1,190 and \$300 to \$690, respectively.

3. Ratification Bonus

The Company agrees to a one-time **\$600.00** base ratification bonus for active employees to be paid following timely ratification of this contract.

FOR THE UNION:

Kelly I Cooper

FOR THE COMPANY:

William J. Pichetto

DATE: 1-21-22

DATE: 1/21/22

4/24/2017 11:44 AM

COLUMBIA GAS OF OHIO, INC.
2017 CONTRACT NEGOTIATION PROPOSAL
FOR
THE UTILITY WORKERS UNION OF AMERICA, LOCAL 436

Letter of Agreement:

The Company and the Union agree to meet within 30 days of the final Ohio Valley Contract Ratification or by June 30, 2017 whichever occurs first, to craft an agreement on the Emergency Response call out processes as it relates to Section 12. This agreement will not replace or supersede any existing contractual language.

The current technology allows for the following options (other options may be available to be discussed):

- 1) Emergency Responder called first, then Closest to Trouble within the St. Clairsville area rotation then Closest to Trouble outside the St. Clairsville area within the Ohio Valley,
- 2) Closest to Trouble within the St. Clairsville area then Closest to Trouble outside the St. Clairsville area within the Ohio Valley.

FOR THE UNION:

Tom Frush
James La Roche
James R. McGee
Erin

FOR THE COMPANY:

[Signature]
Tom Lewis
Lou Johnson

DATE: 4/24/17

DATE: 4/24/17

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 436**

Company Proposal #5 (formerly Discussion Item #1), Section 4, New Employees, Page 4, *Add Paragraph 3,
New and Transfer Employees, No Bidding Rights*

Par. 1 All new employees ~~and/or a transfer employee with no qualifications prerequisite utility field experience~~ shall be classified as temporary and shall serve a probationary period not to exceed nine (9) months, at the end of which period the ability of the employee and the necessity for their employment shall be reviewed by their department head and a recommendation made that the employee either be dropped from service or transferred to regular employment.

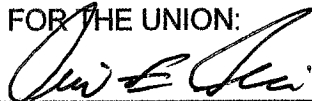

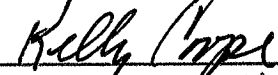
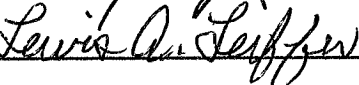
Par. 2 The Employer and the Union shall coordinate time for a Union Representative to meet with new bargaining unit members for up to one hour as soon as the new employees training schedule permits. The Employer and the Union Representative will schedule a time to meet that is mutually agreeable by both parties. It is further understood that, the Union Representative's time will be paid and the Union Representatives will be released from work for the time needed to meet with the employee.

Par 3. New employees and transfer employees with no qualifications prerequisite field experience will have no bidding rights ~~within the bargaining unit for the first eighteen (18)~~ nine (9) months after completion of operations training.

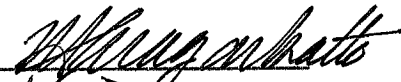
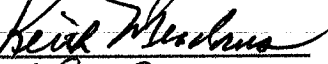

If a current NiSource/Columbia Gas employee with the required qualifications prerequisite utility field experience applies and accepts a position in the St. Clairsville Operating area they will not be eligible for bidding rights for a period of ~~eighteen (18)~~ nine (9) months from the date of their transfer to the St. Clairsville Operating Area.

~~Par 4. No employee can accept a bid for P and S without two (2) years experience in plant or service.~~

FOR THE UNION:

FOR THE COMPANY:

DATE: 2/25/2022

DATE: 2/25/22

2/25/2022 6:04:41 PM

COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 436

Company Proposal Item #7, Section 5, Seniority, Par 6, *Add Electronic Job Bidding*

Par. 6 All vacant jobs and newly created jobs covered by this agreement shall be posted via the electronic posting/bidding process along with the standard bulletin board posting process until 1/1/2023. On this date, the electronic posting/bidding process will be the standard process going forward.

In case of job vacancies, such vacancies will be posted ~~on the bulletin board~~ within three (3) days, excluding Saturdays, Sundays and Holidays, after the job has become vacant and employees eligible to bid for such jobs shall apply ~~to the Operations Center Manager~~ within five (5) working days from the time of posting. **The Company will notify employees of the posting via company email and the employee will receive confirmation via email their bid was received.**

Eligible employees not claiming such jobs within five (5) working days from the date of posting shall forfeit their right to the job in question. Employees absent during the period of a posting shall be deemed as having bid the job.

FOR THE UNION:

Chris E. Allen
ED
Kelly Cooper
Lewis A. Leiffer

FOR THE COMPANY:

William M. Bhatti
Keith Meadows
Ron Johnson

DATE:

2/25/2022

DATE:

2/25/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 436**

Company Proposal #6, Section 12, Emergency Response Residency

- All current employees (active employees as of May 1, 2017-2022) are required as a condition of employment to reside and maintain residence within the St. Clairsville Service Territory or maintain the residency requirements of 25 miles or 30 minutes from the St. Clairsville MOD.
- All newly hired employees (after May1, 2017 2022) shall be required to, as a condition of employment, reside and maintain residency within the TCC no more than 25 miles or 30 minutes travel time from an employee's assigned reporting location within four (4) months, no more than six (6) months acceptance of the position.

FOR THE UNION:

David E. Sci
ER
Kelly Copan
Lewis A. Seifert

FOR THE COMPANY:

W. M. Whittle
Keith Meadows
Rose John

DATE: 2/25/2022

DATE: 2/25/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 436**

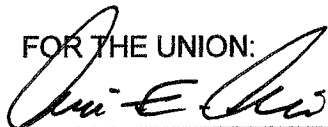


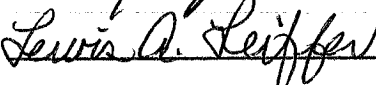
Company Proposal #1, Agreement, Page 1, *Nondiscrimination Language Update*

Proposed Language

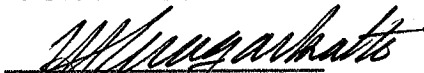

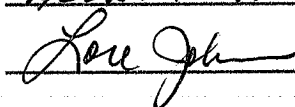
~~WHEREAS, It is the desire of the parties to continue in the established policy and practice of non-discrimination- neither the Union nor the Company will discriminate against any employee because of race, creed, color, national origin, age, sex, religion, union activity, disability, disabled veteran, Veteran, marital status, sexual orientation, sexual identity, genetic information, or any other characteristic covered under any applicable law.~~

WHEREAS, it is the desire of the Company and the Union to continue the policy and practice of nondiscrimination because race, color, age, sex, sexual orientation, gender identity, physical or mental disability, religion, national origin or ancestry, pregnancy, military or veteran status, citizenship or immigration status, genetic information, or any other legally protected characteristic or status, in accordance with applicable federal, state, or local law, and to comply as applicable with the affirmative action and non-discrimination obligations of federal contractors, including those under Executive Order 11246, Section 503 of the Rehabilitation Act, and the Vietnam Era Veterans' Readjustment Assistance Act.

FOR THE UNION:

FOR THE COMPANY:

DATE: 2/25/2022

DATE: 2/25/22

2/25/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 436**

Company Proposal #3, Section 10, Wages, Page 28, *M&R Job Family Progression Add Language*

Proposed Language

Due to the extensive M&R training program, the significant changes related to controls and the increased rigor in the department, the following outlines an enhanced M&R Technician job progression:

M&R Technician 3 > M&R Technician 2 > M&R Technician 1 (4 years)

The M&R Technician 3 position will be the entry level position for a nontraditional incumbent into the job classification. A nontraditional incumbent is defined as follows:

1. Any internal field employee with less than two years' experience in plant or service or;
2. A current employee transferring from a company department with no previous plant or service experience or;
3. An external individual hired directly into the M&R Technician position.

The employee will participate in an extensive training period both on-the-job and in the classroom; after completing a required two years in the M&R Technician 3 position, the employee will progress to the M&R Technician 2.

After two years in the M&R Technician 2 position, the employee will complete and must successfully pass the required progression test to be placed into the M&R Technician 1 role. The total training period and timeline to progress to an M&R Technician 1 will be four years if entering the job family as an M&R Technician 3.

M&R Technician 2 M&R Technician 1 (3 years)

The M&R Technician 2 position will be the entry level position for any employee with two years or more of plant or service experience. The employee will be required to remain in the M&R Technician 2 position until completing and passing the required progression tests to be placed in the M&R Technician 1 role.

Within three years in the M&R Technician 2 position, the employee will complete and must successfully pass the progression test to be placed into the M&R Technician 1 role. The total training period and timeline to progress to an M&R Technician 1 will be three years if entering the job family as an M&R Technician 2.

M&R Job Progression Requirements

- In both progressions outlined above, should an employee fail the M&R Technician 1 progression test on the first attempt, the employee will be provided one additional attempt to retake and successfully pass the test within six months of the initial attempt.
- If the employee fails the required M&R Technician 1 progression test on the second attempt, he/she will be reclassified to an available position to which his/her experience, training and seniority would allow under the labor agreement or returned to the classification they held prior to being awarded the job.

- All M&R Technicians will be required to successfully complete and maintain all required Operator Qualifications and demonstrate the ability to perform all duties and requirements of the M&R Technician 1 position prior to progressing into the role.
- At the time of ratification, current M&R Technicians will be placed in the M&R Technician 2 or M&R Technician 1 based on their work experience and current placement in the M&R training program.

Wages

Job Title	Wage Rate
M&R Technician 1	\$44.50
M&R Technician 2	\$42.50
M&R Technician 3	\$39.50

The above wage rates are subject to any agreed upon across-the-board contractual increases.

FOR THE UNION:

Don E. Sci
ER
Kelly Coppi
Leanne A. Seiffer

FOR THE COMPANY:

William M. Katti
Keith Meadows
Ron John

DATE: 2/25/2022

DATE: 2/25/22

2/25/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 436**

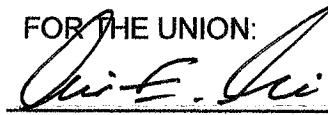

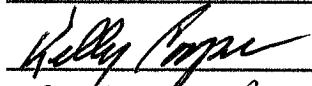
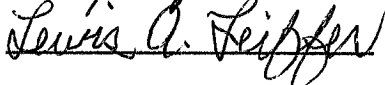
Union Proposal #Tol 1, Sect 11, Par. 9, shift differential

Company agrees with proposed language

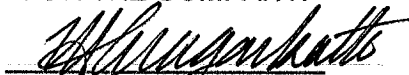

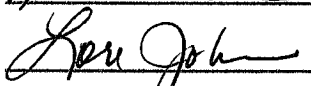
Par. 9 The Company shall pay employees engaged on a job involving shift operations a shift differential for the second shift (4:00 p.m. to midnight) and the third shift (midnight to 8:00 a.m.) according to the following rates.

05-01-22	Second Shift	\$ 2.15
	Third Shift	\$ 2.33
05-01-23	Second Shift	\$ 2.20
	Third Shift	\$ 2.38
05-01-24	Second Shift	\$ 2.25
	Third Shift	\$ 2.43
05-01-25	Second Shift	\$ 2.30
	Third Shift	\$ 2.48
05-01-26	Second Shift	\$ 2.35
	Third Shift	\$ 2.53

FOR THE UNION:

FOR THE COMPANY:

DATE:

2/25/2022

DATE:

2/25/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 436**

Union Proposal #Tol 8, Sect 11, Par. 13, Rest Periods

Company agrees with proposed language

Par. 13 Whenever an employee has worked in excess of sixteen (16) hours within a twenty-four (24) hour period and has been released from duty by the Company, he/she will be entitled to a nine (9) hour rest period before he/she returns to work. If the rest period extends into the employee's regular scheduled shift, he shall be excused with pay at this straight time rate for that part of his/her regular scheduled shift necessary to make up the nine (9) hour rest period. However, in no event will the rest period pay exceed eight (8) hours. In the event that an employee is required to work during such rest period, he/she shall receive straight time pay for the hours worked in addition to his/her rest period pay.

Whenever an employee has worked more than thirteen (13) hours but less than sixteen (16) actual hours continuous or non-continuous, within a twenty-four (24) hour period (start of shift to start of shift make up the 24 hour period) and has been released from duty by the Company, the employee will be entitled to a five (5) (6) hour rest period before returning to work. If the rest period extends into the employee's regular scheduled shift, they shall be excused with pay at their straight time rate for that part of their regular scheduled shift necessary to make up the eight (8) or five (5) (6) hour rest period. In the event that an employee is required to work during such rest period, they shall receive straight time pay for the hours worked in addition to rest-period pay.

FOR THE UNION:

Jim E. Sci
ES
Kelly Cope
Laurie A. Seiffer

DATE: 2/25/2022

FOR THE COMPANY:

William M. Harte
Kevin M. Brown
Don John

DATE: 2/25/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 436**

Union Proposal #Tol 9, Sect 11, Par. 5, working on Co. holiday

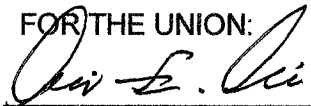

Current language

Par. 5 When an employee is called to work on a Company observed Holiday and is working during their regular schedule, work hours (8 hours) pay ratio will be 1 ½ times. When an employee is working on a Holiday and is outside of regular working hours, the pay rate will be 2 times the regular pay.


Company agrees with proposed language

Par. 5 When an employee is required to work on a holiday, he/she shall receive in addition to his/her full-day straight time allowance double time (2x) his/her regular rate of pay for the time actually worked.

FOR THE UNION:



Kelly Cooper
Lewis A. Seiffer

FOR THE COMPANY:


Keith Meadows
Lee John

DATE: 2/25/2022

DATE: 2/25/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 436**

Union Proposal #Tol 10, Sect 13, Par. 9, meals

Current language

Effective May 1, 2017, the first meal allowance will be \$17.00 and \$13.00 for each meal thereafter.

Effective May 1, 2018, the first meal allowance will be \$17.25 and \$13.25 for each meal thereafter.

Effective May 1, 2019 the first meal allowance will be \$17.50 and \$13.50 for each meal thereafter.

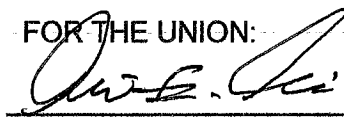

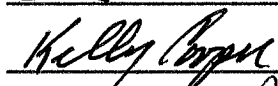
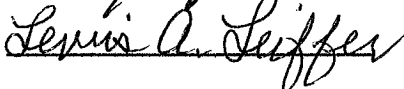
Effective May 1, 2020, the first meal allowance will be \$17.75 and \$13.75 for each meal thereafter.

Effective May 1, 2021 the first meal allowance will be \$18.00 and \$14.00 for each meal thereafter.

Company agrees with proposed language



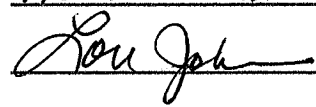
Effective May 1, 2022, and each year of the agreement thereafter, employees eating an overtime meal will be paid a flat rate of \$25 for their first meal and \$15 for each meal thereafter.

FOR THE UNION:

DATE: 2/25/2022

FOR THE COMPANY:

DATE: 2/25/22

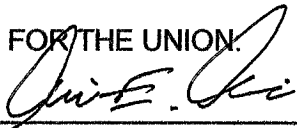

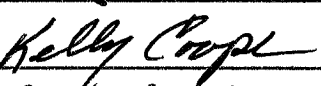
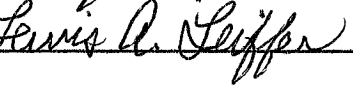
**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 436**

Union Proposal #Tol 12, Sect 15, Par. 6, clothing allowance

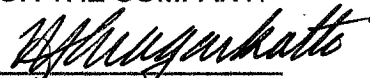

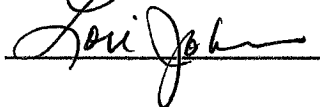
Company agrees with proposed language

Par. 6 The Company agrees to furnish uniforms for all employees in certain classifications designated by the Company, who work from time to time on customer's premises, the Company to pay the entire cost of the initial uniform articles. Employees are provided a clothing allowance each year to be applied to a company vendor account for the purchase of uniforms, which shall include the purchase of approved safety boots. The uniform allowance will be \$700 per year. Effective 5/1/22, through the term of this contract, any unused portion up to \$100 will be rolled over to the next calendar year. ~~\$425 annually per year for the first three (3) years of the contract and \$450 each year for the fourth and fifth years of the contract. Plant and Service Combination and Welder employees will receive \$475 per year for the first three years of the contract and \$500 for the fourth and fifth years of the contract.~~

FOR THE UNION:

FOR THE COMPANY:

DATE:

2/25/2022

DATE:

2/25/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 436**

Union Proposal #Tol 13, Sect 9, Par. 1, wellness day

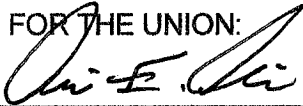
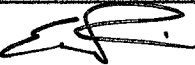

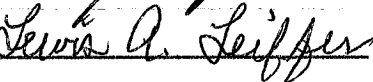
Company agrees with proposed language

Par. 1 The purpose of this policy is to provide regular employees greater economic security by providing wage allowances during the periods when such employees may be absent from work by reason of a disability due to personal illness or injury.

Annual Wellness Preventive Exam Day (8 hours) effective date 1/1/18 5/1/22



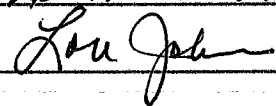
Wellness Day is in addition to any other paid time off for the employee only. Paid time off at 100% base pay for annual doctor physical or preventive exam with supervisor/IC pre-approval (at least five (5) day notice required). Proof of exam (not results) documentation required, if requested. This 8 hour Wellness Day may be taken not less than four (4) hour increments annually. Wellness hours cannot be carried over to the next calendar year. In addition to the Wellness Day, employee will be granted up to eight (8) hours annually, in not less than four (4) hour increments. The additional hours cannot be carried over to the next calendar year.

FOR THE UNION:

DATE: 2/25/2022

FOR THE COMPANY:

DATE: 2/25/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 436**

Union Proposal #Tol 14, Sect 15, Par. 4, bereavement non-consecutive

Company agrees with proposed language be added to existing Paragraph

Upon approval, days being used need not be consecutive.

FOR THE UNION:

Jim E. Sci
ER
Kelly Cooper
Lewis A. Seiffer

FOR THE COMPANY:

W. H. G. Khatto
Keith Meadows
Lori Joh

DATE: 2/25/2022

DATE: 2/25/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
UWUA LOCAL 436**

Union Proposal #Tol 21, Sect 12, Emergency Response Compensation

Company agrees with proposed language

Emergency Responders on rotation will be paid one-hour of straight time pay for Monday through Friday, one-and-one half-hour of straight time pay for Saturday, and one-hour of double time for Sunday and Holidays.

FOR THE UNION:

Chris E. Fier
ER
Kelly Cooper
Leah A. Leiffer

FOR THE COMPANY:

Shirley K. Kato
Keith M. M. M.
Roni John

DATE: 2/25/2022

DATE: 2/25/22

MEMORANDUM OF UNDERSTANDING
Between
COLUMBIA GAS OF OHIO, INC.
And
The UNITED STEELWORKERS, LOCAL UNION NO. 13656

The Undersigned Parties hereby agree on this 27th of April, 2022, to the following settlement, which is understood to be subject to ratification by the Union membership:

Five (5) year contract to be effective May 1, 2022 and to terminate May 1, 2027 12:01am.

AGREEMENT, Page 3

Made and entered into as of this 1st day of May, 2022, by and between COLUMBIA GAS OF OHIO, INC., East Liverpool Area, its successors and assigns party of the first part, hereinafter designated as "Company," and LOCAL UNION NO. 13656, The United Steelworkers, AFL-CIO, party of the second part, hereafter designated as the "Union."

1. SECTION 10, Wages, Page 22

The schedule of wage increases provides the following base rate adjustments:	
May 1, 2022	3.5%
May 1, 2023	3.0%
May 1, 2024	3.0%
May 1, 2025	3.0%
May 1, 2026	2.5%

Members of USW Local 13656 shall receive a \$.50 wage adjustment, on all titles, prior to their prospective General Wage Increase for each year of the agreement.

2. Ratification Bonus and Signing Acknowledgement

The Company agrees to a one-time **\$600.00** base ratification bonus for active employees to be paid following timely ratification of this contract.

3. Medical Plan-PPO/Benefits

Post-Retirement Medical Plan Proposal

For all eligible retirees at 1/1/24 (includes any current eligible retiree and/or spouse at 1/1/24), the Company will increase the pre-age 65 Retiree and Spouse defined dollar subsidy for each year of service from \$225 to \$245 and from \$170 to \$190 respectively.

For all eligible employees and current retirees, at 1/1/24 the Company will increase the post 65 Medicare Part B annual subsidy from \$475 to \$525.

Retirement Savings 401(k) Plan Proposal

Effective 1/1/23 for all employees hired, rehired or transferred after 1/1/13, the Company will increase the automatic company contribution on eligible pay from 3% to 4.5%.

PPO and High Deductible Health Plans 1 & 2

Employee Premium Cost Share

Employee cost share at 25% for PPO and High Deductible Plan 1

Employee cost share at 20% for High Deductible Plan 2

Plans 1 and 2

No deductible, out of pocket changes or co-insurance changes for the term of the agreement.

Health Savings Account (HSA)

Effective 1/1/23, Increase the company health saving account employer annual seed for employees enrolled in the High Deductible Health Plan 1 and 2 from \$800 to \$1,190 and \$300 to \$690, respectively.

4. Contract Cleanup Items

In addition to any previous contract clean-up items referenced, the Union Committee and Management agree to meet within 120 days of the ratification date of this Agreement, to continue to clean up contract language that does not substantially change the terms and conditions, i.e., name changes, etc., inclusive of duplicative paragraph in Section #5 paragraph 7.

THE UNITED STEELWORKERS, LOCAL UNION NO. 13656

Martin Limpose, President
Adam Milhoan, Vice President
Jeffrey Lucas, Recording Secretary
Michael Gruszecki, Financial Secretary
Jerome Mettenberger, Treasurer

APPROVED FOR: THE UNITED STEELWORKERS, AFL-CIO

John Saunders, Staff Representative

COLUMBIA GAS OF OHIO, INC.

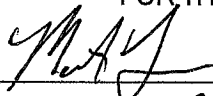
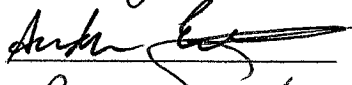

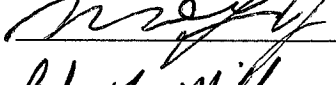
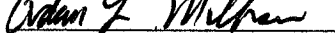
Mahesh Nagarkatti, VP Gas Operations
David Musser, Director Construction Services
Donald Ayers, Director Systems Operations
Keith Meadows, Manager Operations Center
Randy Owen, Manager Systems Operations
Lori Johnson, Director Labor Relations

All of the attached and executed tentative agreements shall be considered as incorporated into this tentative agreement.

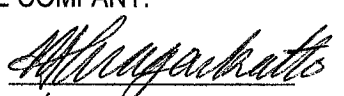


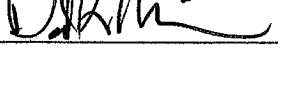

Bereavement
Call-out Before Shift
Clothing Allowance
Electronic Job Bidding Process
Emergency Response Compensation
Emergency Response Process
Meals
M&R Job Family Progression

New and Transfer Employees- Bidding Rights
Nondiscrimination Language
Premium Wages – Recording of OT
Request to Return to Former Classification
Resource Sharing
Rest Period
Shift Differential
Wellness
Welder Working Territory
Working on a Holiday

FOR THE UNION:

FOR THE COMPANY:

DATE: 4/27/22

DATE: 4/27/22

MEMORANDUM OF UNDERSTANDING

Between

Columbia Gas of Ohio, Inc.

And

The United Steelworkers, Local 13656 at East Liverpool, OH

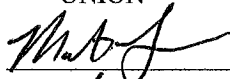
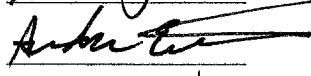
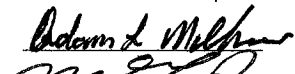
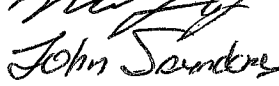
Columbia Gas of Ohio ("Company") and the United Steelworkers, AFL-CIO and its affiliated Local Union No 13656 ("Union") hereby enter into the following Agreement.

- Upon ratification of the agreement between the parties, a Street Service A position will be posted within Local 13656 after May 1, 2022.

This agreement is made on a non-precedent setting basis, and may not be introduced as evidence in any future proceeding, except as necessary to enforce the Agreement's terms.

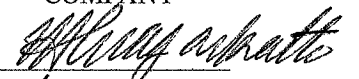



APPROVAL

UNION

Date: 4/27/22

COMPANY

Date: 4/27/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 13656**

Co. Counter to Union Proposal #12, Bereavement, Section 9, Paragraph 7 Page 16

Company agrees with proposed language be added to existing Paragraph 7

Upon approval, days being used need not be consecutive.

FOR THE UNION:

John Saunders
Adam E.
Roby J.
Adam F. Miller
Wright

DATE: 4/26/22

FOR THE COMPANY:

W. H. Gunkel
W. H. Gunkel
D. H. Gunkel
Kevin Meadows

DATE: 4/26/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 13656**

Union Proposal #38, Calling out before shift, Sect 11 Par 3

Par. 2 Employees called out for emergency overtime work shall receive a minimum of three (3) hours' pay at the rate of time and one-half. Employees called out to work more than 4½-1 hours before their regular starting time will receive a minimum of three (3) hours pay at the rate of time and one-half. Employees called out to work 4½-1 hours or less before their regular start time will be paid time and one half for the hours worked in excess of 8 hours. This provision will apply on any of the observed holidays. If the call-out is on a Sunday, employees shall receive a minimum of 3 hours pay at the rate of double time. Time worked under this provision includes a reasonable amount of travel time from an employee's home to the job site and the return to his home, provided such return does not occur at the completion of his scheduled work day.

FOR THE UNION:

John Sanders
Anders Co
Must L
Adam L. Mehn
meff

DATE: 4/27/22

FOR THE COMPANY:

W. Hunsicker
W. Hunsicker
W. Hunsicker
Kevin McLean

DATE: 4/27/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 13656**

Co. Counter to Union Proposal #26, Clothing Allowance, Page 31

Employees are provided a clothing allowance each year to be applied to a company vendor account for the purchase of uniforms, which shall include the purchase of approved safety boots. The uniform allowance will be \$700 per year. Effective 5/1/22, through the term of this contract, any unused portion up to \$100 will be rolled over to the next calendar year, subject to vendor capability. \$400 annually per year for Service and \$475 per year for Plant, Plant and Service Combos and Welders for the first 2 years of the contract, \$500 for the third year and \$525 each year for the fourth and fifth years of the contract. ~~Union wants equal to non-union areas.~~

FOR THE UNION:

John Saunders
Blam Z. Miller
M. J. [Signature]
Andrew [Signature]
Martin J. [Signature]

DATE: 4/27/22

FOR THE COMPANY:

[Signature]
[Signature]
[Signature]
Kevin Meador

DATE: 4/27/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 13656**

Company Proposal #8 Section 5, Seniority, Par 6, Page 4, Electronic Job Bidding Process

Par. 6 ~~A list of all vacant jobs and newly created jobs covered by this Agreement shall be posted by the Company on the bulletin boards for a period of five (5) working days immediately after a job has become vacant, and any employee in the department in which the vacancy exists may apply for the same in writing, addressed to the supervisor of the Company in charge of the area covered by the Agreement where vacancy exists. At the end of the said five-day period, the Company shall furnish the Union with a list of all bidders for the vacancy, and, within the immediately succeeding five-day period, the Company shall select the qualified applicant, if any, and post his/her name on the bulletin boards. The qualified applicant shall be placed in the vacancy as soon as practicable. Ability, physical fitness and seniority being equal, preference shall be given by the Company to an applicant working in the location where the vacancy exists. It is recognized that the Company maintains various classes of employees within each job classification, and it is understood that, when a vacancy occurs, the successful qualified applicant for the vacancy, if presently classified in a lower paid class within the classification in which the vacancy exists, shall not advance at that time more than one class in such classification, or, if the successful qualified applicant is not in a class within the classification in which the vacancy occurs, he/she shall be transferred to the class within the classification in which the vacancy exists nearest their existing rate of pay and be paid the rate of pay called for by that class, which rate shall not be less than his existing rate of pay nor more than the highest rate of pay then existing for the top class in the classification where the vacancy exists. The name of the successful qualified applicant shall be posted on the bulletin boards for ten (10) days immediately following the appointment. No grievance regarding the posting or filing of a vacancy shall be filed by an aggrieved person or the Union later than twenty (20) days after the Company furnishes the Union with a list of all bidders for the vacancy.~~

~~Any employee absent from work due to illness or vacation for a period less than ten (10) days shall be considered as having bid on any posted job during the absence, providing he/she notifies the Company, in writing, within three (3) working days from the date of his/her return that he/she desires said job.~~

Par. 6 All vacant jobs and newly created jobs covered by this agreement shall be posted via the electronic posting/bidding process along with the standard bulletin board posting process until 1/1/2023. On this date, the electronic posting/bidding process will be the standard process going forward. In case of job vacancies, such vacancies will be posted within three (3) days, excluding Saturdays, Sundays and Holidays, after company determines the continued need for the position and after all approvals have been received. Employees eligible to bid for such jobs shall apply within five (5) working days from the time of posting.

The Company will notify employees of the posting via company email and the employee will receive confirmation via email their bid was received. Eligible employees not bidding such jobs within five (5) working days from the date of posting shall forfeit their right to the job in question. Employees absent during the period of a posting shall be deemed as having bid the job.

FOR THE UNION:

Edward J. Miller
M. J. [Signature]
Angela [Signature]
John Souders
Mark J. [Signature]

DATE: 4/27/22

FOR THE COMPANY:

William [Signature]
Bob [Signature]
D. [Signature]
Kevin [Signature]

DATE: 4/27/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 13656**

Company Counter to Union Proposal #29, page 30 ER compensation

COMPENSATION

Emergency Responders on rotation will be paid \$37.50 ~~\$55~~ for Monday thru Friday and \$47.50 ~~\$75~~ Saturday, ~~\$95~~ Sunday ~~and Holidays~~.

Emergency Responders on rotation shall be entitled to Emergency Responder pay in addition to call out pay, if called.

Co: 1 hour of straight pay Monday-Friday, 1 hour of 1.5x pay rate Saturday, 1 hour 2x pay rate Sunday and Holidays

FOR THE UNION:

John Spindors
Adam L. Milne
W. J. J.
Andrew E.
W. J. J.

DATE: 4/27/22

FOR THE COMPANY:

W. J. J.
W. J. J.
D. J. J.
Keith Merban

DATE: 4/27/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 13656**

Company Proposal #13, Remove, Sect 12 Process 7

- ~~7. The order of Emergency Response will be determined by IC management.~~
7. 8. Emergency Responders shall be required to take a company vehicle home.
8. 9. Emergency Responders will be determined by management and discussed with the union.
9. 10. Emergency Response will be an agenda item at all Labor/Management meetings.

FOR THE UNION:

John Sanders
Andie En
Marta J
Gregory
Don F. Miller

DATE: 4/27/22

FOR THE COMPANY:

Shirley Whittle
Phil [Signature]
DRU
Kevin Menden

DATE: 4/27/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 13656**

Union Proposal #28, Meals,

~~Effective May 1, 2017, the first meal allowance will be \$17.00 and \$13.00 for each meal thereafter.~~

~~Effective May 1, 2018, the first meal allowance will be \$17.25 and \$13.25 for each meal thereafter.~~

~~Effective May 1, 2019, the first meal allowance will be \$17.50 and \$13.50 for each meal thereafter.~~

~~Effective May 1, 2020, the first meal allowance will be \$17.75 and \$13.75 for each meal thereafter.~~

~~Effective May 1, 2021, the first meal allowance will be \$18.00 and \$14.00 for each meal thereafter.~~

Effective May 1, 2022, and each year of the agreement thereafter, employees eating an overtime meal will be paid a flat rate of \$25 for their first meal and \$15 for each meal thereafter.

When employees are working outside of the Ohio Valley, they will be paid a noonday meal of \$8.00 **\$12.**

FOR THE UNION:

John Saunders
Adam F. Miller
Matt
Justin
Wally J

DATE: 4/27/22

FOR THE COMPANY:

W. M. G. Khatte
DRU
Keith M. Brown

DATE: 4/27/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 13656**

Company Proposal #3, Section 10, M&R Job Family Progression Add Language

Due to the extensive M&R training program, the significant changes related to controls and the increased rigor in the department, the following outlines an enhanced M&R Technician job progression:

M&R Technician 3 > M&R Technician 2 > M&R Technician 1 (4 years)

The M&R Technician 3 position will be the entry level position for a nontraditional incumbent into the job classification. A nontraditional incumbent is defined as follows:

1. Any internal field employee with less than two years' experience in plant or service or;
2. A current employee transferring from a company department with no previous plant or service experience or;
3. An external individual hired directly into the M&R Technician position.

The employee will participate in an extensive training period both on-the-job and in the classroom; after completing a required two years in the M&R Technician 3 position, the employee will progress to the M&R Technician 2.

After two years in the M&R Technician 2 position, the employee will complete and must successfully pass the required progression test to be placed into the M&R Technician 1 role. The total training period and timeline to progress to an M&R Technician 1 will be four years if entering the job family as an M&R Technician 3.

M&R Technician 2 > M&R Technician 1 (3 years)

The M&R Technician 2 position will be the entry level position for any employee with two years or more of plant or service experience. The employee will be required to remain in the M&R Technician 2 position until completing and passing the required progression tests to be placed in the M&R Technician 1 role.

Within three years in the M&R Technician 2 position, the employee will complete and must successfully pass the progression test to be placed into the M&R Technician 1 role. The total training period and timeline to progress to an M&R Technician 1 will be three years if entering the job family as an M&R Technician 2.

M&R Job Progression Requirements

- In both progressions outlined above, should an employee fail the M&R Technician 1 progression test on the first attempt, the employee will be provided one additional attempt to retake and successfully pass the test within six months of the initial attempt.
- If the employee fails the required M&R Technician 1 progression test on the second attempt, he/she will be reclassified to an available position to which his/her experience, training and seniority would allow under the labor agreement or returned to the classification they held prior to being awarded the job.
- All M&R Technicians will be required to successfully complete and maintain all required Operator Qualifications and demonstrate the ability to perform all duties and requirements of the M&R Technician 1 position prior to progressing into the role.
- At the time of ratification, current M&R Technicians will be placed in the M&R Technician 2 or M&R Technician 1 based on their work experience and current placement in the M&R training program.

Wages

Job Title	Wage Rate
M&R Technician 1	\$44.50
M&R Technician 2	\$42.50
M&R Technician 3	\$39.50

The above wage rates are subject to any agreed upon across-the-board contractual increases.

FOR THE UNION.

John Sundberg

Arden Evans

Mark J.

Adam L. McKee

mgjg

DATE:

4-27-22

FOR THE COMPANY:

W. Langenkott

[Handwritten signature]

DLH

Keith Menden

DATE:

4/27/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 13656**

Company Proposal #5, Section 4, New Employees

Par. 1 In the event the Company in adding to its forces covered by this Agreement shall require the hiring of new employees, such new employees shall be considered to be on probation for a period of nine (9) months from the date of their employment. During said nine (9)-month period, the Company reserves the right to either lay off or discharge any such new employee; and in the event any such employee is later rehired, the status of such former employee shall be the same as that of any person who has never worked for the Company, until such employee has accumulated a total of nine (9) months' service from the anniversary date on which he/she was first employed by the Company, Temporary employees shall have no seniority rights until they become regular employees of the Company, whereupon they shall be entitled to full credit for the period of temporary service immediately preceding the time they became regular employees.

Par 2. New employees and transfer employees will have no bidding rights during the training period, and for the eighteen (18) ~~18~~ **nine (9)** months after completion of training within the initial discipline.

If a current NiSource/Columbia Gas employee with the required qualifications applies and accepts a position in the East Liverpool Operating area they will not be eligible for bidding rights for a period of eighteen (18) ~~18~~ **nine (9)** months from the date of their transfer to the East Liverpool Operating Area.

FOR THE UNION:

John Saunders
Adam L. Milham
[Signature]
[Signature]
[Signature]

DATE: 4/27/22

FOR THE COMPANY:

[Signature]
[Signature]
[Signature]
Kevin McBurn

DATE: 4/27/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 13656**

Company Proposal #1, Agreement, Nondiscrimination Language

~~WHEREAS, it is the desire of the parties to continue in the established policy and practice of non-discrimination neither the Union nor the Company will discriminate against any employee because of race, creed, color, national origin, age, sex, religion, union activity, disability, disabled veteran, veteran, marital status, sexual orientation, sexual identity, genetic information, or any other characteristic covered under any applicable law.~~

WHEREAS, it is the desire of the Company and the Union to continue the policy and practice of nondiscrimination because race, color, age, sex, sexual orientation, gender identity, physical or mental disability, religion, national origin or ancestry, pregnancy, military or veteran status, citizenship or immigration status, genetic information, or any other legally protected characteristic or status, in accordance with applicable federal, state, or local law, and to comply as applicable with the affirmative action and non-discrimination obligations of federal contractors, including those under Executive Order 11246, Section 503 of the Rehabilitation Act, and the Vietnam Era Veterans' Readjustment Assistance Act.

FOR THE UNION:

John Saunders
Adam L Miller
[Signature]
[Signature]
[Signature]

DATE: 4/26/22

FOR THE COMPANY:

[Signature]
[Signature]
[Signature]
Keith Menibus

DATE: 4/26/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 13656**

Company Proposal #7, Section 11, Premium Wages, Par 9, Page 27, Recording of OT

~~Par. 9 At each reporting center, overtime shall be apportioned among all employees in a classification on an equitable basis. A record shall be maintained by the Company, on a calendar year basis, of the overtime hours worked by each employee and of the over time not worked by each employee because excused by the Company. Such record shall be posted every Monday. A differential within a classification of fifteen (15) hours between the employee with the highest total posted hours and the employee with the lowest total posted hours may exist without violation of this paragraph, but, in the event the differential is exceeded, overtime shall be assigned to the employee or employees who have the lowest total posted hours until the differential is restored, provided that a greater differential may be maintained with respect to employees who reside at such distance from their place of work as to make it impractical to assign them call-out overtime.~~

Proposed Language:

Par. 9 A record shall be maintained by the Company of the overtime hours worked by each employee. This record shall be amended annually on May 1 or each year starting May 1, 2022, and every year thereafter. Such record shall be posted each week once all payroll has been approved by Leadership. ~~At each reporting center, overtime shall be apportioned among all employees in a classification on an equitable basis.~~

FOR THE UNION:

John Spandens
Adam L. Miller
Mark J
Adam C
Mark J

DATE: 4/27/22

FOR THE COMPANY:

Matthew Arpatto
Dirk
Kevin Mearns

DATE: 4/27/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 13656**

Company Proposal #2, Section 5, Seniority, Request to Return to Former Classification

Par. 7 All job bids, except welder, shall be irrevocable upon the expiration of the five (5) day job award posting period.

A successful bidder for a job vacancy may request in writing a return to his/her former job within ~~fifteen (15)~~ calendar ~~five (5)~~ working days ~~ten (10)~~ ~~five (5)~~ after his placement in the new classification. The Company may, within the ~~fifteen (15)~~ calendar ~~five (5)~~ working days ~~ten (10)~~ ~~five (5)~~, offer to the employee the option of signing a waiver of the ~~fifteen~~ five day provision. If the employee elects to sign the waiver, then he/she may not return to his/her former job under this provision of the labor agreement. In the instance of a M & R job vacancy, the successful bidder may return to his/her former job within ~~thirty (30)~~ calendar ~~five (5)~~ working ~~twenty (20)~~ ~~ten (10)~~ days after his placement in the new classification. The employee may sign a waiver of the ~~thirty five~~ ~~twenty (20)~~ ~~ten (10)~~ day provision.

An employee in the same classification as that of a vacancy may request, in writing, a transfer to such vacancy, and will be transferred to such vacancy provided he/she is able to perform that work and has seniority equal to or more than any employee bidding for the vacancy; provided, further, that the Company specifically reserves the right to assign employees to any work within a classification.

~~A welder applicant shall have the privilege of returning to his/her former job at any time during his/her training period or prior to passing his training period or prior to passing initial qualifying tests at a Company welding school.~~

If the employee elects to sign the waiver, then he/she may not return to his/her former job under this provision of the labor agreement.

A Welder applicant may return to their former job at any time prior to passing their initial 80-hour qualifying test or if they do not pass their initial qualifying test at a Company Welding School. If such employee elects to return to their former job, employees affected by this reassignment will also return to their former job. Once the welder applicant passes the initial 80-hour qualifying test, the welder can no longer return to their former classification.

The employee must physically be released to their new job within one-hundred and eighty (180) calendar days. In the event business needs necessitate extending the release date beyond the one-hundred and eighty (180) the parties agree to meet and come to an agreement on a revised release date.

FOR THE UNION:

John Saunders
Wm L. Wilham
mayor
John E.
Mr. L.

DATE: 4/27/22

FOR THE COMPANY:

Mr. Raghavathi
DRU
Kevin Mendez

DATE: 4/27/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 13656**

Company Proposal #4, Section 20 (new), Resource Sharing

**COLUMBIA GAS OF OHIO AND
UTILITY WORKERS UNION OF AMERICA, LOCAL 436
ST. CLAIRSVILLE, OHIO
AND
UNITED STEELWORKERS UNION LOCAL 12319 & 13656
WINTERSVILLE AND EAST LIVERPOOL, OHIO**

Section 20

RESOURCE SHARING AND LABOR MANAGEMENT AGREEMENT

On this 1st day of May, 2017, the parties hereto referenced above The parties agree to Resource Sharing for the purpose of performing Plant and Service related work in the Ohio Valley (St. Clairsville 0732 and Wintersville 0731) . This agreement shall remain in effect during the term of this agreement May 1, 2022 until May 1, 2027. ~~2017 until May 1, 2022.~~

Resource Sharing will include all Distribution Operations and not limited to the following functions: plant, service, collecting, welding, leakage, measurement and regulation.

Employees will continue to work across geographical boundaries within the Ohio Valley as business needs dictate.

The parties will meet periodically bi-annually for labor management meetings.

It is also agreed that if there are employees laid off within the Ohio Valley Operating Center, there will not be any Resource Sharing to do the work of the laid off employees.

FOR THE UNION:

John Saunders
Arden E.
Mont J.

FOR THE COMPANY:

William Khatib
DNR
Kevin Mearns

DATE: 4-27-22

DATE: 4/27/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 13656**

Company Proposal #9, Section 11, Premium Wages, Par 16, Page 28, Rest Periods

Par. 16. Whenever an employee has worked in excess of sixteen (16) hours within a twenty-four (24) hour period and has been released from duty by the Company, they shall be entitled to a nine (9) hour rest period before they return to work. If the rest period extends into the employee's regular scheduled shift, they shall be excused with pay at their straight time rate for that part of their regular scheduled shift necessary to make up the nine (9) hour rest period. However, in no event will the rest period pay exceed eight (8) hours. In the event that an employee is required to work during such rest period, they shall receive straight time pay for the hours worked in addition to their rest period pay. Whenever an employee has worked more than thirteen (13) hours but less than sixteen (16) actual hours continuous or non-continuous, within a twenty-four (24) hour period (start of shift to start of shift make up the 24 hour period) and has been released from duty by the Company, the employee will be entitled to a ~~five (5)~~ six (6) hour rest period before returning to work. If the rest period extends into the employee's regular scheduled shift, they shall be excused with pay at their straight time rate for that part of their regular scheduled shift necessary to make up the eight (8) or ~~five (5)~~ six (6) hour rest period. In the event that an employee is required to work during such rest period, they shall receive straight time pay for the hours worked in addition to rest-period pay.

FOR THE UNION:

John Spender
Adam L. Miller
[Signature]
Adam [Signature]
Y. Mat [Signature]

FOR THE COMPANY:

[Signature]
[Signature]
[Signature]
Keith Meadows

DATE: 4/22/22

DATE: 4/27/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 13656**

Company Proposal #14, Shift Differential, Page 27

For regularly assigned work outside the regular day shift within the department involved, but other than emergency work or overtime work covered by the provisions of this Agreement, the Company will pay, in addition to base pay shift differential according to the following schedules:

- A. Effective May 1, 2022:
 - i. Evening Shift \$2.15 per hour
 - ii. Morning Shift \$2.33 per hour
- B. Effective May 1, 2023:
 - i. Evening Shift \$2.20 per hour
 - ii. Morning Shift \$2.38 per hour
- C. Effective May 1, 2024:
 - i. Evening Shift \$2.25 per hour
 - ii. Morning Shift \$2.43 per hour
- D. Effective May 1, 2025:
 - i. Evening Shift \$2.30 per hour
 - ii. Morning Shift \$2.48 per hour
- E. Effective May 1, 2026:
 - i. Evening Shift \$2.35 per hour
 - ii. Morning Shift \$2.53 per hour

FOR THE UNION:

Leon Sanchez
Robert L. Miller
Wally J.
Stephen E.
Mark L.

DATE: 4/27/22

FOR THE COMPANY:

William Whittle
[Signature]
DJRK
Keith Meadows

DATE: 4/27/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 13656**

Co. Proposal #11, Wellness, Section 9, Page 13

Annual Wellness Preventive Exam Day (8 hours) – effective date 5/1/22

Wellness Day is an addition to any other paid time off for the employee only. Paid time off at 100% base pay for annual doctor physical or preventative exam with supervisory/IC pre-approval (at least five (5) day notice required). The Wellness Day must be taken in single 8 day or 4 hour increments, and cannot be carried over to the next calendar year. In addition to the Wellness Day, an employee will be granted up to eight (8) hours annually in not less than four (4) hour increments. These additional hours cannot be carried over to the next calendar year.

Proof of exam (not results) documentation required if requested.

FOR THE UNION:

John Sanders
Audrey E.
Moby J.
Adam L. Miller
Wally

DATE: 4/27/22

FOR THE COMPANY:

Michaela Khatto
[Signature]
[Signature]
Kevin Meadema

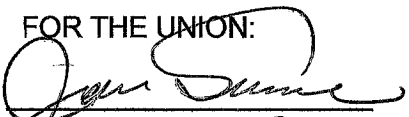

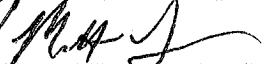

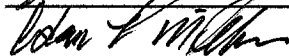
DATE: 4/27/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
USW LOCAL 13656**

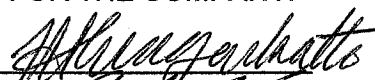
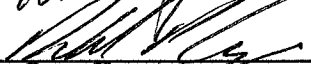
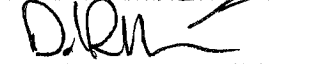

Company Proposal #10, Section 10, Wages, Footnote 2a (new) Page 22, Welder work territory

The Welder position will not be restricted to work in any specific territory/Operating Area.

FOR THE UNION:

FOR THE COMPANY:

DATE: 4/27/22

DATE: 4/27/22

**COLUMBIA GAS OF OHIO, INC.
2022 CONTRACT NEGOTIATION PROPOSAL
FOR
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Company Proposal #12, Working on a Holiday, Sect 11 Par 4

Par 4 When an employee is called to work on a Company observed Holiday and is working during their regular schedule, the work hours (8 hours) pay ratio will be 1½ 2 times regular pay rate. When an employee is working on a Holiday and is outside of regular working hours, the pay rate will be 2 times the regular pay.

FOR THE UNION:

John Sanders
John E.
Monty L.
Tom Miller

FOR THE COMPANY:

Mr. Pruganbatt
D. R.
Keith Monahan

DATE: 4/27/22

DATE: 4/27/22

**Confidential Attachment Filed Under Seal
Pursuant To A Motion For Confidential
Treatment**

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on**

5/13/2022 3:06:46 PM

in

Case No(s). 21-0637-GA-AIR, 21-0638-GA-ALT, 21-0639-GA-UNC, 21-0640-GA-AAM

Summary: Testimony Prepared Supplemental Direct Testimony of Kimberly Cartella on behalf of Columbia Gas of Ohio, Inc. electronically filed by Ms. Melissa L. Thompson on behalf of Columbia Gas of Ohio, Inc.