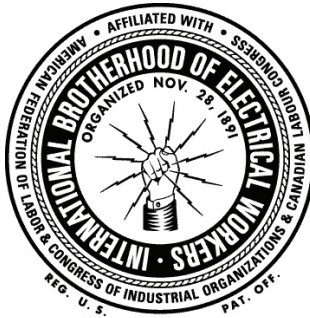


COLLECTIVE BARGAINING AGREEMENT

MIDAMERICAN ENERGY COMPANY
and
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

LOCALS 499 & 109

May 1, 2022 – April 30, 2027



Printed by members of IBEW Locals 109 and 499

TABLE OF CONTENTS

DECLARATION OF AGREEMENT 1

ARTICLE I RECOGNITION AND REPRESENTATION2

 Recognition and Representation2

 Recognition Section 12

 Representation Section 23

 Union Shop Section 34

 Successor Clause Section 44

 Future Rules, Schedules and
 Benefits Clause Section 55

ARTICLE II RIGHTS AND RESPONSIBILITIES6

ARTICLE III NEGOTIATIONS7

 Agreement to Negotiate Section 17

 Term of Agreement Section 27

 Exhibits Section 37

 Pay for Negotiations Section 47

 Mutual Agreements Section 58

 Agreement Books Section 6.....16

 Joint Labor Mangement Council Section 716

ARTICLE IV NON-DISCRIMINATION 17

ARTICLE V GRIEVANCE PROCEDURE 18

ARTICLE VI ARBITRATION 22

ARTICLE VII JOB DESCRIPTIONS..... 24

 Designing a Job Description Section 124

 Job Content Section 224

 Failure to Reach Agreement Section 3.....24

 Assignment of Work Section 425

 Disqualification Section 525

ARTICLE VIII UNION BUSINESS 26

 Union Business31

 Time Off for Union Business Section 131

 Payroll Deductions Section 2.....32

Bulletin Boards Section 3	33
Stewards Section 4	33

ARTICLE VIII

Union Business	26
Time Off for Union Business Section 1	26
Payroll Deductions Section 2	26
Bulletin Boards Section 3	27
Stewards Section 4	27

ARTICLE IX

Legal Compliance	29
Compliance with Law Section 1	29
Savings Clause Section 2	29

ARTICLE X

Work Rules	30
Residency Requirements Section 1	30
Response Time Section 2	30
Trading Time in Classification Section 3	30
Job Site Reporting/Energy Delivery Section 4	30
Temporary Assignments Section 5	34
Meals Section 6	37
Directing Crews Section 7	38
Equipment Section 8	38
Meter Reader & Meter Utility Bidding Routes Section 9	39
Home Starts Section 10	39
Travel Section 11	40
Modified Duty Section 12	40

ARTICLE XI

Job Security	42
Job Security Section 1	42
Reduction in Level Section 2	42
Re-Allocate Resources Section 3	42
Grow Our Business Section 4	42
Exceptions Section 5	43

ARTICLE XII

Contracting	44
-------------------	----

ARTICLE XIII

Seniority 45

Definition of Seniority Section 1 45

Probationary Period Section 2 45

Regular Part-Time Employees Section 3..... 46

Temporary Employees Section 4..... 46

Seniority List Section 5 46

Filling of Vacancies Section 6..... 46

Reduction of Workforce Section 7 55

Bumping Section 8..... 55

Recall Section 9..... 57

Protected Rate Section 10..... 58

Union Leave Section 11..... 58

Long Term Disability Section 12..... 59

Candidates Section 13 59

New Employees Section 14 59

ARTICLE XIV

Schedules and Hours 60

Workweek Section 1..... 60

Shifts, Schedules Other Than Generation Section 2..... 60

Shifts and Schedules-Generation Section 3 62

Other Schedules Section 4 64

Change of Schedules Section 5..... 64

Lunch Periods and Breaks Section 6 65

Four Ten-Hour Workweek Section 7 65

ARTICLE XV

Adverse Weather 71

ARTICLE XVI

Safety, Training and Apprenticeships..... 72

Safety Section 1 72

Training Section 2 80

Apprenticeships Section 3 80

ARTICLE XVII

Jurisdiction 81

ARTICLE XVIII

Overtime..... 82

Straight-Time Pay Section 1	82
Outside of Regular Hours Section 2.....	82
Holidays and Sundays Section 3	83
Call-Out Minimum Section 4.....	83
Emergency Work Section 5	84
On-Call Procedure Section 6	84
Missed Overtime Section 7	87
Rest Period-Fatigue Pay Section 8	88
Floating Fatigue Pay - Delivery Only Section 9	88
Equalization/Lists Section 10	95

ARTICLE XIX

Shift Premium.....	97
--------------------	----

ARTICLE XX

Benefits	98
Medical, Dental, Vision, Long Term Disability And Group Insurance Section 1	98
Pension Section 2	99
Holidays Section 3.....	101
Vacation Section 4.....	103
Leaves of Absence Section 5	108
Bereavement Leave Section 6	108
Jury Duty Section 7	109
Military Leave of Absence Section 8	109
Supplemental Pay for On-The-Job Injuries Section 9	111
Reimbursement Accounts Section 10.....	112
Sick Leave Section 11	112
401 (k) Savings and Investment Plan Section 12.....	116
Payday Section 13	117
Moving Expenses Section 14.....	118
Retiree Medical Accounts Section 15	120
Pre RMA Formula Section 16	122
Parental Leave Section 17	123

Exhibit A.....	121
----------------	-----

EXHIBIT B

Grievance Forms	159
-----------------------	-----

EXHIBIT C
Generation Progression 161

EXHIBIT D
Bid Form 162

EXHIBIT E
Adverse Weather Procedure 163
Inclement Weather Chart 164

EXHIBIT F
The Articles of Administration for Apprenticeship
Programs 165
Definitions..... 165
General & Local Apprenticeship Committees Section 1 ... 166
Training Schedules Section 2..... 168
Selection Section 3..... 169
Ratio of Apprentices to Journeymen Section 4 169
Advancement Section 5 170
Restriction Section 6 173
Training Requirements Section 7..... 174
Training Records Section 8 174
Supplementary Training & Related Training Section 9..... 175
Training Responsibility Section 10..... 176
Apprentice Wages Section 11..... 177
Apprentice Training Agreement Section 12 177
Collective Bargaining Agreement Section 13..... 178
Safety and Health Training Section 14 178

EXHIBIT G
IBEW 499 – 2009 – Grandfather Letter 179
IBEW 109 – 2009 – Grandfather Letter 183

SIGNATURE PAGE 186

PREFACE

This Agreement, dated May 01, 2022, is made and entered into by and between MidAmerican Energy Company, Des Moines, Iowa, an Iowa corporation authorized to do business in Iowa and other states, referred to hereinafter as the “Company”, and the International Brotherhood of Electrical Workers Locals 499 and 109, affiliated with AFL-CIO-CLC hereinafter referred to as either “Union”, or “employee representative”.

WITNESSETH:

The purpose of this Agreement is to provide:

For Represented Employees: a fair working wage, along with working conditions and work rules that provide security, dignity and respect to the individual.

For the Union: a process that recognizes the role of a Union to negotiate on behalf of and represent covered employees to address issues such as wages, work rules and working conditions as well as for facilitating the peaceful adjustment of differences that may arise from time to time.

For the Company: to promote safety, harmony, and efficiency of operations to the mutual benefit of the general public, and to successfully compete as a premier service company where we do business in the marketplace.

ARTICLE I

RECOGNITION AND REPRESENTATION

Section 1. RECOGNITION

Section 1.1 The Company recognizes the Union as the sole and exclusive bargaining agent of employees covered under this Agreement, as certified by previous decisions of the National Labor Relations Board. The Company agrees to honor the role of the Union representing these employees and their work in negotiating and concluding agreements with the Company as to hours of work, wages, schedules, safety rules, and other conditions of employment in accordance with the provisions of federal and state labor laws.

Section 1.2 The Union represents all employees and work usually performed by such employees, in job classifications as listed in Exhibit A, who are assigned to perform duties in various operations in Iowa, Illinois, Nebraska, and South Dakota.

Section 1.3 (*REVISED 2006, 2022*) It is expressly understood and agreed this Agreement supersedes any and all agreements now existing or previously executed between the Company and the Union affecting the craft and class of employees covered by this Agreement, with the exception of the following:

- a. In order to provide continuity and order in operations it is agreed that any precedent setting settlements of grievances or complaints approved in writing by the Union and the Company will remain in force and effect except where in conflict with the express terms of this Agreement.
- b. Letters of Agreement as discussed in Article III, Section 5.2.

Section 1.4 (*REVISED 2006*) The Company shall inform each new employee of the existence of this Agreement not later than thirty (30) days after their employment and provide the Union an opportunity to meet and greet the new employee during orientation.

Section 2. REPRESENTATION

Section 2.1 In the event a group of employees not represented by the Union demonstrate they desire to be represented, the Company agrees to immediately schedule a meeting to discuss representation with the System Council or Union Business Manager within ten (10) days written notice from the Union.

Section 2.2 In the event the Company is satisfied there are no matters of disagreement on issues such as a majority number of employees, the craft or class of employees desiring representation, or other similar areas of disagreement, the Company will voluntarily recognize the Union as representing such employee group. At such time the parties will agree on a negotiating schedule to address wages, work rules, and working conditions for such employee group.

Section 2.3 Should there be any disagreement as to the majority of employees, the willingness to be represented by the Union, the classification of employees, or otherwise, the question will be settled in accordance with the provisions of the National Labor Relations Act.

Section 2.4 (*NEW 2009*) For the purposes of this Contract the term employee(s) shall be deemed to mean Bargaining Unit employee(s).

Section 3. UNION SHOP

Section 3.1 (*REVISED 2006, 2009*) Illinois employees employed after the date of the Agreement shall become Union members at any time but must join the Union no later than the completion of their probationary period after six (6) months of continuous employment and upon becoming a regular employee. Illinois employees who are members of the Union when this Agreement is executed or who, thereafter, become members of the Union shall continue their membership in good standing during the tenure of this Agreement. Illinois employees who fail to comply with the above provisions shall be discharged by the Company upon receipt of written request from the Union provided that; (1) membership in the Union was available to the employee on the same terms and conditions generally applicable to members of the Union, and; (2) membership was not denied or terminated for reasons other than the failure of the employee to tender the periodic dues, and initiation fees, uniformly required as a condition of acquiring or retaining membership in the Union. The Company shall send to the Union Business Manager within thirty (30) days after hiring the names of all new Illinois employees who will be covered by this Agreement.

Section 3.2 (*REVISED 2006*) In the event the States of Iowa, Nebraska and/or South Dakota pass legislation making a Union shop, or agency shop legal, then Section 3.1 above will apply.

Section 4. SUCCESSOR CLAUSE

Section 4.1 This Agreement shall be binding upon the successors and assigns of the parties hereto during the life of this Agreement, and no provisions, terms or obligations shall be affected, modified, altered or changed, in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of bargaining unit work of either party, or affected, modified, altered, or changed in respect whatsoever by any change of any kind of the ownership or management of either party, or by any change, geographical or otherwise in the

Article I

location or place of business of either party.

Section 4.2 (*REVISED 2006*) In case of a sale, merger, liquidation, trusteeship or partnership resulting from a transfer of operations effecting bargaining unit work, the Company agrees to make a good faith effort to secure an enforceable agreement of the successor(s) to assume the Company's obligations under this Agreement, provided such an effort is not inconsistent with applicable labor law.

Section 5. FUTURE RULES, SCHEDULES AND BENEFITS CLAUSE

Section 5.1 All future rules, schedules and benefits that develop after the date of this Agreement, not in conflict with this Agreement, shall thereafter remain unchanged without the mutual agreement of the parties.

ARTICLE II

RIGHTS AND RESPONSIBILITIES

Section 1. RIGHTS AND RESPONSIBILITIES

Section 1.1 Management will define, communicate and implement the rules, objectives and goals of the Company. It will lead and direct the employees. It will provide resources and equipment for safe and efficient work. It will accomplish these responsibilities through the exercise of all the rights and prerogatives associated with management and exercised by it.

Section 1.2 Such right and power shall not be exercised arbitrarily or unfairly to any employee. No rule, procedure or practice of the management shall be contrary to any provision of this Contract.

Section 1.3 The right, subject to the terms of this Agreement, to employ, promote, discipline and discharge employees, and the management of the property are reserved by and shall be vested in the Company.

Section 1.4 The Union will not sanction, condone or support any activity which may interfere with service to customers, or any operations of the Company such as by work interruption, work slowdowns or strike, and the Company agrees there shall be no lockout of the Union or its members during the effective dates of this Agreement.

Section 1.5 Employees of the Company agree they will individually and collectively perform loyal and efficient work and service, and that they will use their influence and best efforts to protect the property of the Company and its services to the public, and that they will cooperate in promoting and advancing the welfare of the Company during the life of this Agreement.

Section 1.6 The Company and the Union jointly and mutually declare it to be their purpose and intention to carry out in good faith the provisions of this Agreement and to engage in no conduct for the purpose of defeating or evading the provisions thereof.

ARTICLE III

NEGOTIATIONS

Section 1. AGREEMENT TO NEGOTIATE

Section 1.1 The Company and the Union agree to negotiate and deal with each other through the duly accredited officers and committees representing the parties hereto exclusively for all employees of the Company covered under this Agreement.

Section 2. TERM OF AGREEMENT

Section 2.1 (*REVISED 2006, 2009, 2012, 2017, 2022*) This Agreement, when signed by authorized representatives of the Company and the Union, and approved by the President of the International Brotherhood of Electrical Workers, shall become effective May 01, 2022, and shall continue in full force and effect until midnight April 30, 2027.

Section 2.2 This Agreement shall continue in effect from year to year thereafter unless written notice to amend or cancel the Agreement is given by either party to the other at least sixty (60) days before the expiration date of the Agreement. If amendments are desired, the proposed amendments shall be included with such notice to open the Agreement for negotiation.

Section 3. EXHIBITS

Section 3.1 All exhibits contained herein are considered a part of the collective bargaining agreement.

Section 4. PAY FOR NEGOTIATIONS

Section 4.1 The Company will permit employee representatives designated by the Union to participate in contract negotiations. Those individuals selected by the Union and who are agreed upon by the parties will not suffer loss of

regular pay or benefits for time spent in negotiating session with the Company.

Section 4.2 Any shift worker that is appointed to the Union's negotiating committee shall be placed on Monday through Friday day schedule during such time as negotiations with the Company take place. Their rate of pay will not be changed while participating in negotiations.

Section 4.3 The negotiating committee will be comprised of equal numbers of Representatives from each Local.

Section 5. MUTUAL AGREEMENTS

Section 5.1 The Company and the Union agree that any modifications to this Agreement will be in writing. It is understood that changes mutually agreed to in writing by the authorized representatives of the parties can be made at any time. Persons authorized to approve the inception or termination of a Letter of Agreement include the Director, Employee, Labor Relations and Human Resource Compliance, Union Business Manager and/or their designated representatives.

Section 5.2 *(NEW 2022)* The following is a partial, non-exhaustive list of mutual agreements as of the date of publication of this printed book that the parties desired to list for reference in the Contract. Additional existing agreements exist, and new agreements are likely to be struck during the term of the Contract. Copies of these agreements are maintained by the parties. For purposes of the term of this agreement (May 1, 2022 through April 30, 2027), existing mutual agreements remain as written. Additionally, certain agreements have been incorporated into the Contract itself. Any changes in formatting, phrasing or any other manner are not intended to change the meaning of the agreement. If questions arise, the original Letter of Agreement controls."

Letter Date	Letter Title	Local
3/3/1997	Electric Distribution OT Agreement Ft. Dodge	109
3/24/1997	Standby and Call Out Procedures Electric Distribution Ft Dodge	109
12/27/2000	SC Overhead (trouble) Work Schedules	499
3/14/2002	FD Release from on call Duty	109
7/31/2003	Partial Shift Vacation Local 109	109
10/17/2003	GDMEC Storekeeper Utilization	499
5/1/2006	Instrument and Electrical Technician Job Classification	both
12/13/2006	Welder Crew Leaders Art X sec 5.6	both
6/25/2007	Wire Watcher	both
8/15/2007	GDMEC 12 hour Operator Schedule	499
12/1/2009	IC Gas Distribution OT Agreement	109
1/11/2010	QC Substation Operations OT Agreement	109
3/30/2010	QC M&R OT and On Call Procedures	109
1/13/2011	Voluntary on call grievance Settlement	499
12/4/2011	IC elec distribution OT agmt	109
6/13/2012	CBSC Line Mechanic OT Lists	499
6/26/2012	Avoca LM OT List	499
7/26/2012	Combo svcperson CL upgrades	499
8/24/2012	Gas and Electric Substation Trainer	both
11/13/2012	Generation Employees as Wire Watchers	both
3/22/2013	LEM SHE RV Electric Callout Procedures and Mutual Aid	499
5/2/2013	Bumping of Apprentices	499
7/22/2013	LGS storekeeper CDL Requirements	109

Letter Date	Letter Title	Local
6/1/2014	2014 Gas Technician Agreement	both
10/8/2014	LGS Fuel Handling assistance	109
11/25/2015	2015 Line Personnel agreement	both
1/13/2016	Ottumwa OT and On call Scheduling	109
2/22/2016	Gas Technician Training in classes	both
6/8/2016	NJATC Test Passing Score Change	both
6/13/2016	Trading Time in Classification	499
10/12/2016	Mech Welder hybrid appr Program	both
10/31/2016	(CL Wage Delta) Increased Productivity and Efficiency and Contract Extension	both
12/20/2016	Instrument Tech Hybrid Apprenticeship Program	both
12/20/2016	Holidays for Schedules Incl Sat and Sun	both
3/20/2017	LM Trainer Positions	both
4/14/2017	Substation Trainer wages	both
4/24/2017	Gas Trainer Wages	both
5/11/2017	FR Clothing stipend - Delivery	both
5/16/2017	Avoca Red Oak Geographic Callout List	499
6/12/2017	DSM MUP Modified C shift	499
7/3/2017	Reliability & Maint Tech Wages	both
7/14/2017	Cable splicer Wages	both
9/6/2017	Gas Tech Proficiency	both
9/6/2017	Substation Work	both
9/25/2017	Cert Gas Job Award Qualifications	both
9/25/2017	Generation FR Stipend and coverall purchase	both
10/4/2017	Customer ops staffing	both

Letter Date	Letter Title	Local
10/12/2017	Jrny Gas and Svc Gas Apprenticeship	499
10/26/2017	I&E Tech Appr Wage Scale	499
11/1/2017	Sr Substation Electric Tech Wage	both
11/15/2017	Substation Trainer pay	both
12/6/2017	3 hr time of call - Generation	499
2/20/2018	WAT Gas Svc Dept (OT and Oncall)	499
3/6/2018	Clarification of On Call per diem (Art XVIII, Sec 6.8)	both
3/6/2018	Step wages certain clerical classifications	both
4/11/2018	Non Crew Leader on call stipend	both
4/19/2018	OSKE KNX FF callout list	499
6/2/2018	GDMEC Holidays	499
7/17/2018	Line Mech apprentice Wages	both
8/6/2018	LM appr & Preapprentice DQ Procedure	both
8/9/2018	DSM substation Elec OT List	499
8/17/2018	RISB Storekeeper Schedule (modified C)	109
10/12/2018	Tool & Equip Repair Tech	109
11/2/2018	Elec Serv Tech prerequisites	both
11/2/2018	CL upgrades for LM Svcmn	both
11/2/2018	SC Elec Svc C shift premium	499
12/5/2018	Post DSM realignment Oncall and Overtime Lists	499
12/6/2018	Cell Phones for Meter Readers	both
2/1/2019	DSM gas svc ot and on call	499
3/5/2019	Elec meter techs Drivers licensing	both
3/8/2019	Customer Field Operations	both
3/12/2019	Use of FF for LNG Facilities	both

Article III

Letter Date	Letter Title	Local
3/14/2019	Line Mechanic Intern Program	499
3/14/2019	Creation of Sr LNG Technician	both
6/4/2019	Protective toed footwear stipend	both
7/16/2019	DSM Temporary C shift	499
7/30/2019	IC Elec Svc crew	109
8/1/2019	HUM EG RC EMM Area OT	499
8/2/2019	M&C Low Pressure Work	both
8/27/2019	FD Substation Ops OT	109
9/13/2019	SW IA Operations OT agreement	499
9/19/2019	DSM Gas Constr OT List	499
9/23/2019	Customer Field Ops Modified C Shift	both
10/17/2019	DSM MUPs C to B shift Saturday	499
11/12/2019	Unit Operator CL Classification (499)	499
12/4/2019	Credit in Lieu Gas Tech Apprentices	499
12/26/2019	Electric Meter Tech Apprenticeship	both
12/26/2019	Electric Meter Tech Apprenticeship	both
12/26/2019	IC on call Begin and End Days	109
12/30/2019	Creation of UO and AUO Crew Leader Classifications - 109	109
1/15/2020	Elec mtr tech appr wage transition	both
2/20/2020	Gas delivery wage increase	both
2/20/2020	Seasonal Gas Worker	both
4/14/2020	Electric appr testing window	both
4/16/2020	Administration of temp assignments	both
4/23/2020	DMAT 8's and 2's CL assignments	499
4/23/2020	job continuation	499

Letter Date	Letter Title	Local
4/30/2020	LM crew leader restriction	499
7/6/2020	BET RI Fleet B shift Alteration	109
7/28/2020	OSII job description revision	499
8/24/2020	Optional medical plan Offerings (Haven)	499
9/2/2020	Safe Walking Shoes Stipend	both
9/20/2020	Optional Identity Theft protection offering	499
10/7/2020	Revision of Line Mechanic Apprenticeship	both
10/9/2020	Knox OSKE Storm List revised	499
12/18/2020	Generation FR stipend Amendment - NEC	499
1/13/2021	OSII Job description revision - 109	109
1/20/2021	Swap on call pay for time off	both
1/21/2021	Apprentice Training	both
1/21/2021	SC Fleet FF Procedures	499
2/8/2021	2021 Apprentice Training Restart	both
2/25/2021	IC on call begin and end days	109
3/4/2021	Time off COVID Vaccinations	both
3/11/2021	CB C shift Line Mech/Service Schedule	499
4/21/2021	NEC Lab and Potable Water Tech	499
6/16/2021	1-8-1 SC Glenwood Substation schedule	499
6/28/2021	DSM gas svc OT list placement	499
7/7/2021	Creation of Senior and Combustion Turbine Tech classifications	both
7/7/2021	DMDC Line Mech on call and OT	499
7/8/2021	SWIA Fleet FF Procedures	499
7/27/2021	Elec Meter Tech spec JD	both

Article III

Letter Date	Letter Title	Local
8/6/2021	NEC temp crew leader	499
9/15/2021	LGS Operational efficiencies	109
9/22/2021	NEC solar work	499
9/22/2021	WSEC Lab and Potable Water Tech	499
9/22/2021	IC Electric Callout Rules addendum	109
9/24/2021	SWIA 1-8-1 schedule Line Mechanics	499
3/16/2022	WSEC Modified A Shift - Mechanic Welder	499
4/6/2022	Avoca C shift Schedule Gas Service/Techs	499
4/22/2022	SC Electric Operations Overtime and On Call	499
4/22/2022	SC Electric Operations Floating Fatigue Procedures	499
6/6/2022	Swapping On-Call Pay for Time Off	both
6/15/2022	Quad Cities Field Services Modified C shift Schedule	109
apr 18 2016	Pre apprentice name change	both

Section 6. AGREEMENT BOOKS

Section 6.1 *(NEW 2006)* Agreement books will be printed in house by IBEW Local 109 and 499 members with the IBEW logo appearing on the Agreement. The Company will pay for the first printing. Re-printing will be paid for by the party requesting the re-printing.

Section 7 *(NEW 2012)* Joint Labor Management Council

Section 7.1 The parties agree to establish a Joint Labor Management Council. The Joint Labor Management Council shall be comprised of the Business Manager of IBEW, Local 109, the Business Manager of IBEW, Local 499, two designees of IBEW, Local 109, two designees of IBEW, Local 499, and six members of management. The Business Manager for each respective local shall designate his or her two designees for the Joint Labor Management Council.

Section 7.2 The purpose of the Joint Labor Management Council is to work to improve relations between the parties and address the concerns of all parties in order to effectively resolve any and all issues arising during the term of the contract.

Section 7.3 The Joint Labor Management Council shall meet at least quarterly.

ARTICLE IV

NON-DISCRIMINATION

Section 1. NON-DISCRIMINATION

Section 1.1 The Company and the Unions will not discriminate against any employee because of race, sex, national origin, age, religion, sexual orientation, disability or veteran status, in accordance with applicable state and federal laws.

Section 1.2 Employees are encouraged to be open about potential violations of this provision and should immediately report incidents to the Company in accordance with the procedures outlined in the Policy on Equal Employment Opportunity, Discrimination and Harassment.

Section 1.3 In the event an employee chooses to file a grievance over violations of this provision the matter will be expedited as a grievance originating at Step 3 of the Grievance Procedure found in Article V of this Agreement.

Section 1.4 It is understood wherever in this Agreement employees' jobs are referred to in the masculine gender; it will be recognized as referring to both male and female employees.

Section 1.5 The Company and the Union support a work environment in which men and women of all ages, races, abilities, preferences and backgrounds are treated with respect. Unlawful acts of discrimination, harassment or violence will not be tolerated.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1. GRIEVANCE PROCEDURE

Section 1.1 Any employee within the scope of this Agreement shall have the right of access to the grievance procedure set forth in this Article as to any dispute concerning the interpretation or application of the alleged breach of the provisions of this Agreement. No grievance shall be deemed to exist in the event thirty (30) days or more shall elapse between the most recent occurrence upon which the difference or grievance is based and upon the presentation of the difference or grievance in accordance with the procedure outlined in this Article.

Section 1.2 It is understood that upon request of an employee, a Union Steward will be permitted to assist the employee at each step of the grievance process.

Section 1.3 Should any differences of opinion arise, the procedure below is intended to promote resolution of the grievance at the earliest step possible.

Section 1.4 Any grievance settlement reached at either the first or second step of the grievance process shall not be considered as altering the terms of the Agreement or resulting in the establishment of a precedent and/or past practice.

Step 1. A grievance shall first be presented by the employee or by a representative of the group of employees concerned to the immediate Supervisor. The immediate Supervisor will review the underlying facts upon which the grievance has been filed and shall give a verbal answer to the grievance within ten (10) days of the filing date.

Step 2. (*REVISED 2006*) If the grievance is not settled in Step 1, the grievance shall be put in writing using the grievance form contained in Exhibit B, within ten (10) days which shall set forth in detail all the facts supporting the employee grievance. The Company shall give its answer in writing to the Union Business Manager within ten (10) days from the filing date of the grievance.

Step 3. (*REVISED 2006*) In the event the answer to second step does not resolve the dispute, within ten (10) days after the presentation of the Company's second step answer, the Union Steward, in consultation with the Union Business Manager, will inform the Company if a third step meeting is desired with the appropriate operating management. This meeting shall be scheduled within ten (10) days following receipt of the Company's second step answer. If the matter is unresolved, or if no meeting is requested, the Union Business Manager shall give the Supervisor's Manager and Employee Relations a written notice stating the answer at second step is unsatisfactory along with a complete statement setting forth the circumstances surrounding the facts in dispute and specifying what provisions of the contract are violated. Within ten (10) days after receipt of the Union's Step 3 position, the Company will give a detailed response to the Union's position. When requested, the third step meeting will consist of the Grievant, Steward, Union Business Manager or their designated representative, Supervisor, Director, Employee, Labor Relations and Human Resources Compliance, or their designee. The purpose of this meeting is to afford a full opportunity to discuss all the facts so that a good faith effort can be made to resolve the dispute, if possible.

Step 4. If the grievance is not settled at Step 3, the Union may, within sixty (60) days after receipt of a written answer in Step 3, submit the matter to arbitration as set forth in Article VI of this Agreement.

Section 1.5 A grievance in connection with probationary and temporary employees shall not be subject to arbitration.

Section 1.6 All grievance meetings, to the extent possible, shall be scheduled and handled during normal work hours.

Section 1.7 All of the time limitations set forth above may be extended by mutual agreement of the parties.

Section 1.8 The Company shall not discharge, demote, or suspend a regular employee without just cause.

Section 1.9 Prior to taking disciplinary action of a regular employee the Company shall promptly conduct a thorough investigation to determine all the facts. This meeting shall include the Union Business Manager or their designee, and a representative of Employee Relations. The nature of the potential disciplinary matter will be revealed to the Union in advance of this meeting. The purpose of such meeting will be to afford the grievant and/or the duly authorized Union representative the opportunity to fully present the grievant's position and supporting verbal and written evidence in the dispute in an endeavor to reach a satisfactory settlement. After the investigation is concluded, the Company will determine the type and extent to which discipline, if any, will be imposed. An employee receiving discipline will receive a written notice advising the employee of the charges that support the disciplinary action.

Section 1.10 In the case of physical violence or drunkenness while on duty, or acts causing serious interference where the employee's continued presence on the job endangers the continued operation of the Company, the safety of person or property the employee may be immediately relieved of duty

and the Union may be asked by the supervisor to be present for the purpose of establishing immediate facts.

Section 1.11 (*REVISED 2006*) A grievance relating to disciplinary suspension, demotion or discharge shall originate at Step 3.

Section 1.12 Upon the request of an employee, any record referring to disciplinary action may be removed from an employee's personnel file after two (2) years from the effective date the disciplinary action was issued, provided there have been no additional problems of a similar nature.

ARTICLE VI

ARBITRATION

Section 1. ARBITRATION

Section 1.1 In the event a dispute or difference is not settled at any earlier step in the grievance process such dispute or difference may be submitted to arbitration.

Section 1.2 A neutral arbitrator, selected by the parties, shall consider any dispute properly submitted by the Union Business Manager, or the Director, Employee, Labor Relations and Human Resource Compliance. The jurisdiction of the arbitrator will be over any disputes between any regular employee covered by this Agreement and the Company growing out of grievances concerning discipline/discharge actions or interpretations or application of any of the terms of this Agreement. The jurisdiction of the arbitrator shall be limited to the interpretation of this Agreement and to the application of its provisions to the particular grievance case under consideration.

Section 1.3 The Company and the Union agree that the decision of such arbitrator on any matter properly referred to shall be final and binding on both parties.

Section 1.4 (*REVISED 2006*) All disputes properly referred by the Union to an arbitrator shall be filed with the Director, Employee, Labor Relations and Human Resource Compliance. All disputes referred by the Company to an arbitrator shall be filed with the Union Business Manager within sixty (60) days after the cause giving rise to the Company's dispute is brought to the Company's attention.

Section 1.4.1 (*NEW 2006*) the party who takes a contract language dispute to arbitration bears the burden of proof.

Section 1.5 (*REVISED 2006*) If the matter is not settled and the Union gives notice to proceed to arbitration, the parties shall select an arbitrator. The Company or Union may request from the Federal Mediation and Conciliation Service (FMCS) seven candidates from the roster of arbitrators maintained by the service. After receipt of the candidates, if mutually agreed, an additional panel can be requested to replace the preceding one. Only two panels may be requested.

Section 1.5.1 (*NEW 2006*) The parties agree to accept one of these candidates as an arbitrator. If one is not mutually agreed upon, each party will be allowed to scratch alternately three names. The one remaining will be the arbitrator.

Section 1.6 It shall be the responsibility of the arbitrator to guide the parties in the presentation of testimony, exhibits, and argument at hearings to the end that a fair, prompt and orderly hearing of the dispute is afforded.

Section 1.7 The decision of the arbitrator in cases involving discharge shall be postmarked within five (5) days from the date the hearing is closed as determined by the arbitrator. The decision involving all other cases shall be postmarked within thirty (30) days from the date the hearing is closed. In each case this deadline may be extended by mutual agreement of the parties. Where a party decides to file a written closing brief, such filing must be submitted to the arbitrator within thirty (30) days after hearing the closing date or receipt of transcripts unless different filing date is established by mutual agreement of the parties.

Section 1.8 Each party shall bear the expense of preparing and presenting its case to the arbitrator. The expense of the arbitrator and any other incidental expenses mutually agreed upon shall be borne equally by both parties.

Section 1.9 Time is of the essence. In case of failure of either party to comply with either the time conditions referred to in this arbitration article, or the time limits contained in the grievance procedure, that party shall forfeit its case.

Article VI

ARTICLE VII

JOB DESCRIPTIONS

Section 1. DESIGNING A JOB DESCRIPTION

Section 1.1 Each employee will be assigned an established job description in accordance with Exhibit A. When it becomes necessary to either create a new job, or modify the content of an existing job, the goal will be to design a description of the work that provides a balance between people, technology, health and safety, and need to be competitive as a business.

Section 2. JOB CONTENT

Section 2.1 (*REVISED 2006*) In advance of any permanent change to job content, the Company will meet with the Union Business Manager(s) and will make every good faith effort to negotiate the content of the new or modified jobs and reach an agreement on an appropriate rate of pay for the revised or new job description. Any change that exceeds thirty (30) days in duration will be considered permanent. The period of thirty (30) days can be extended by mutual agreement.

Section 3. FAILURE TO REACH AGREEMENT

Section 3.1 Failure to reach an agreement within fifteen (15) days following receipt of the proposed job content, either party may submit the issue to arbitration for a decision as to whether the proposed change is in the public interest. In the event the change is found to be in the public interest and the parties have been unable to resolve the wage issue, then the arbitrator may make the wage determination.

Article VII

Section 3.2 During this period, the provisions of the contract shall remain as negotiated at the beginning of the Agreement term until the decision of the arbitrator is issued.

Article VII

Section 4. ASSIGNMENT OF WORK

Section 4.1 The Company and the Union agree that any employee may be assigned any work for which they are qualified and trained to perform such work in accordance with the provisions of Article X, Section 5, Temporary Assignments.

Section 5. DISQUALIFICATION

Section 5.1 *(NEW 2006)* When an employee who has successfully completed an apprenticeship or who is fully qualified outside of an apprenticeship is disqualified because of a local, state and/or federally required technical test, that employee can request retraining. The employee will have up to forty (40) working days after the first test failure, or three (3) retesting attempts, to re-qualify, whichever comes first. If the employee cannot re-qualify, he/she will receive a bump letter per Article XIII, Section 8.

Section 5.2 *(NEW 2006)* Employees covered by Operator Qualifications (O.Q.) who fail a covered task four (4) times shall be referred to the Joint Resolution Committee for disposition. If the Joint Resolution Committee recommends disqualification, the employee shall receive a bump letter in accordance with Article XIII, Section 8.

Section 5.3 *(NEW 2006)* The Company will provide an employee disqualified under Section 5.1 or 5.2 of this Article one (1) opportunity to be awarded the classification from which the employee was disqualified. The employee must pass all tests that disqualified him/her from that classification before being awarded the position. The Company is not responsible for providing additional training beyond the training specified in Section 5.1 and 5.2

ARTICLE VIII

UNION BUSINESS

Section 1. TIME OFF FOR UNION BUSINESS

Section 1.1 The Company recognizes that from time to time it is necessary to grant leave to employees to assist the Union in conducting its affairs. Needs of service permitting, employees requested by the Union to be given time off to conduct Union business will be granted leave. Normally, such request will be made at least twenty-four (24) hours in advance.

1. When employees take time off for Union business the Company will continue to pay the employee's straight-time wage.
2. The Union will reimburse the Company for these wages, plus that month's rate of payroll taxes.
3. It is recognized that the payroll tax rate is based upon government regulations and may increase or decrease from month to month.

Section 1.2 (*REVISED 2006, 2009*) Full-time elected officials, and their designated full-time representatives, shall be granted a leave of absence from the Company for their time in office and their benefits will be handled in accordance with Exhibit G, letter nine (9) through eleven (11).

Section 2. PAYROLL DEDUCTIONS

Section 2.1 The Company agrees to deduct Union dues from the wages of those employees who give the Company written authorization. Such authorization will be in the manner required by law, and the Union will have this Company service without cost. The Company agrees to pay over the total amount of such Union dues deducted to the Financial Secretary of the Union each month along with an itemized list setting forth the names of the employees and the amount deducted from each individual.

Section 2.2 (*REVISED 2006*) During the life of this Agreement, the Company agrees to deduct Union employees' contributions to the IBEW PAC, COPE, from the pay of each employee who gives the Company written authorization to do so in the form and manner required by law, and the Company agrees to pay over the total amount of such employee contributions deducted to the Financial Secretary of the Union each month, giving the Secretary therewith an itemized statement setting forth the names of the employees and the amount deducted for each. The Union will furnish the Company a certified list of the Union members, presenting such authorizations, together with a designation as to the amount of regular monthly contributions from each member.

Section 2.3 The Union shall indemnify and hold harmless the Company against any and all claims, demands, suits or other forms of liability that may arise out of or by compliance with this Article. Also, the Company will not be responsible in any way for reliance on any designation of amounts to be deducted, any list of employees for which deductions are made or authorization furnished by the Union.

Section 3. BULLETIN BOARDS

Section 3.1 In order to assist the process of communicating to employees the Company agrees to provide bulletin boards for use by the Union. The Union shall have the right to make reasonable use of such boards for posting of Union announcements, meeting schedules, etc. In no case will postings of a controversial nature be permitted.

Section 4. STEWARDS

Section 4.1 The Union Business Manager may appoint Stewards to any work area where people are employed under the terms of this Agreement. The Steward shall see that the provisions of this Agreement are observed and, with permission from the Company, which shall not be unreasonably withheld, shall be allowed reasonable time to

perform these duties during regular working hours without loss of pay. The Company will be furnished with the names of the Stewards.

ARTICLE IX

LEGAL COMPLIANCE

Section 1. COMPLIANCE WITH LAW

Section 1.1 Nothing in this Agreement shall be construed to require any party to this Agreement to act in violation of any applicable local, state or federal law or regulation, and in the event that any such condition arises, it is agreed that this Agreement shall be modified in respect to any or all parties to the extent necessary to comply with such law or regulation.

Section 2. SAVINGS CLAUSE

Section 2.1 If any provision of this Agreement or the application of it shall be held invalid, the legality of the other provisions of the Agreement shall not be affected thereby.

ARTICLE X

WORK RULES

Section 1. RESIDENCY REQUIREMENTS

Section 1.1 There will be no restrictions on residency in relation to service centers or reporting locations. Communities with franchise agreements that require an employee to live inside the corporate city limits or service areas shall have these requirements indicated on the job postings.

Section 2. RESPONSE TIME

Section 2.1 The Company and the Union recognize that in being a public utility, emergencies arise and both parties have a responsibility to respond.

Section 2.2 Employees are required to respond to emergency call-outs in a reasonable time period.

Section 2.3 If a problem arises in regard to response time, the Company and the Union will meet to resolve the issue on a case by case basis and employees may be required to relocate.

Section 3. TRADING TIME IN CLASSIFICATION

Section 3.1 Upon advance notice to the Company employees in the same classification may be permitted on a case-by-case basis to exchange days off or shifts with each other. No increase in overtime paid can result from an exchange.

Section 4. JOB SITE REPORTING/ENERGY DELIVERY

Section 4.1 Job site reporting is defined such that employees report to a job site at the regular starting time and leave from the job site at the regular quitting time each

day. This section will not apply to employees at the Energy Centers nor will it alter any existing customs or practices at the Energy Centers regarding reporting locations.

Section 4.2 Job site reporting will be assigned by seeking volunteers for both regular and alternate crew members. Volunteers will be solicited a minimum of five (5) working days in advance by posting. Posting requirements shall be:

- a. Anticipated number of employees and classifications needed.
- b. Reasonable number of anticipated alternates to fill absences.
- c. The location of the job site.
- d. Anticipated starting date.
- e. The duration of the job site reporting.
- f. Schedule to be worked, 5/8s or 4/10s.
- g. If overtime is anticipated.

Section 4.3 Employees working an assignment involving job site reporting normally will work on this assignment for the day and the duration of the project. In the event these employees must be reassigned to another job during the day, they will be transported to the other job location and back in Company vehicles. If the project extends past the anticipated duration by more than two (2) weeks, the Company shall re-post, seeking volunteers to job site report for the completion of the project.

Section 4.4 Employees job site reporting shall receive compensation in accordance with the following rules:

- a. Up to 30 miles from the work center, will receive a per diem equal to one (1) hour of the employee's straight-time wage and mileage reimbursement consistent with Company policy.

- b. (*REVISED 2006*) Between 30 to 60 miles from the work center, will receive a per diem equal to two (2) hours of the employee's straight-time wage and mileage reimbursement consistent with Company policy.

Section 4.5 Employees will be given a minimum of sixty (60) hours notice if the anticipated start date changes before initial implementation of job site reporting or their services are not required.

Section 4.6 Payday

- a. Employees job site reporting will have their paychecks made available by delivery to the job site on their Friday payday, or made available the previous day so long as the paycheck is not cashed until Friday.

Section 4.7 Company Vehicles and Equipment

- a. All Company equipment shall be moved to the job site on Company time. On the first day and the final day of reporting to a job site employees shall start and finish the workday at their headquarters location. All work-related activities will be conducted during the workday on Company time.

Section 4.8 Absences

- a. Absences that must be filled on a crew that is job site reporting will be filled by alternates first on the basis of seniority, then by compelling on the basis of inverse seniority from the list of alternates or by using employees from the closest work center. Job site reporting will not affect current practices and procedures regarding vacation, funeral leave, jury duty, military leave, or sick leave.

Section 4.9 Overtime

- a. Employees volunteering for job site reporting will have first opportunity for all overtime relating to that project. Those employees will not be available for overtime not in conjunction with their project unless there are no other employees available to take the call.

Section 4.10 Personal Equipment

- a. The Company will provide a secure place for employees to leave their personal transportation. Employees who are job site reporting will be responsible for transporting their own personal equipment.

Section 4.11 Adverse Weather

- a. In adverse weather, employees who report to a job site will stand by at the job site for one (1) hour. Thereafter, consideration will be given to returning the crew to its headquarters or another assignment. Crew Leaders are expected to contact their Supervisor to advise that adverse weather conditions exist at the job site.

Section 4.12 Scheduled Meetings

- a. On those days that employees are to attend safety or other meetings scheduled in the morning, they will report to their headquarters. Unless directed otherwise, they will drive to the job site on Company time following the meeting using the transportation they would have used to report at the job site if the meeting had not been scheduled. If the meeting is scheduled in the afternoon, they will report at the job site. They will drive to their normal headquarters on Company time for the meeting, using their own

transportation. They will be reimbursed for the mileage between the job site and the headquarters at the personal mileage rate currently in effect.

Section 4.13 Leaving the Job Site

- a. Employees who must leave the job site because of sickness, family emergency or similar circumstance, will be allowed to leave the job site pursuant to current procedures. They will utilize their own transportation if it is available. If not, and if other arrangements cannot be made, Company transportation will be provided. Further, if other crew members cannot return from the job site because a crew member left during the day, and if other arrangements cannot be made, the Company will provide transportation for “stranded” employees.

Section 4.14 Any employee may volunteer to job site report with supervisory, Employee Relations, and Union Business Manager approval.

Section 4.15 It is anticipated and expected there will be sufficient volunteers to be able to realize efficiency from the utilization of this job site provision. In the event the Company is unable to secure such volunteers, the Company and the Union agree to meet and discuss mandatory provisions.

Section 5. TEMPORARY ASSIGNMENTS

Section 5.1 Where not in conflict with other provisions of this Agreement, temporary assignments may be made to an employee who is trained and qualified to do the work. Temporary assignments are intended to provide the flexibility to staff during situations such as: an emergency, where there are unusual circumstances, or to meet the Company’s continuing service requirements.

Section 5.2 Temporary assignments will not be used to avoid adding a permanent position without the agreement of the Union Business Manager or their designee. Temporary assignments can be used to fill a vacancy for a position that has been posted.

Section 5.3 When an employee is temporarily assigned to perform the work of a lower classification there will be no reduction in their normal hourly rate of pay. When an employee is assigned the work of a higher classification they will receive the hourly rate of the higher classification for the assigned shift at the higher rate of pay.

Section 5.4 Temporary assignments will first be offered on the basis of seniority from within the classification, from the location where the need arises.

Section 5.5 All employees who are temporarily transferred to a higher classification and work in that classification for twenty (20) days, including any days off work, out of the preceding sixty (60) calendar days immediately prior to vacation, sickness or holidays shall have this rate for such vacation, sickness or holidays.

Section 5.6 *(NEW 2006, REVISED 2009)* When temporary assignment language is used in a classification for 1,456 straight-time hours per calendar year, a full-time position in that classification shall be posted at each service center or energy center. The number of temporary assignment hours (not counting military or extended illness leave) shall be divided by 1,456 straight-time hours to determine the number of permanent *full-time positions posted at each service center or energy center. Any positions required to be posted as a result of this provision will be posted no later than May 1 of the subsequent year.*

Section 5.6.1 (NEW 2009) When employees, who typically perform duties primarily as a single person, are grouped with additional employee(s) and one of the employee(s) is

temporarily assigned crew leader duties, those temporary crew leader hours shall not count toward the 1,456 straight-time hours. (Single persons are defined as those employees who do not routinely or typically work with crews). This Section shall not apply to employees who work in stores, transportation, electric meter shop, gas measurement and control, and generation.

Section 5.7 (NEW 2022) When an employee is temporarily assigned to Crew Leader within their job family (I.E. Line Mechanic to Line Mechanic Crew Leader) the following procedures shall apply:

- 1) Employees shall receive the higher rate of pay for their entire assigned shift. The assigned shift can be either the bid or bumped awarded shift or a shift to which the employee was temporarily assigned per Article XIV, Section 5.*
- 2) If, in the event an employee works through the end of the assigned shift and into hours outside of the original assigned shift, employees will continue to receive the higher rate of pay until there is a break in service which is defined as when an employee is released (work completed) and goes off the clock or the beginning of their next assigned shift. In either of these situations the temporary assignment is ended.*
- 3) After a temporary assignment ends per paragraph 2 an employee is not entitled to a temporary assignment unless otherwise earned via Article X, Section 5.*
- 4) An employee who works through the end of their assigned shift and is temporarily assigned afterward is not entitled to the higher rate of pay for their assigned shift (pay is not retroactive).*
- 5) An employee temporarily assigned for a call-out minimum situation (Article XVIII, Section 4) and called back in to work during the three-hour period shall continue to be paid the higher rate of pay until the temporary assignment ends as described in Paragraph 2.*
- 6) When floating fatigue is initiated the temporary*

assignment ends at the end of the employee's rest period.

Section 6. (REVISED 2009) MEALS

Section 6.1 (REVISED 2009 and 2022) When employees are called out or scheduled to work outside of their regular schedule they will earn a meal when they work past midnight, 6:00 AM, Noon, and 6:00 PM they shall be paid a meal allowance of \$20.

Section 6.2 (REVISED 2009) When an employee chooses to eat a meal they shall be provided an unpaid, 30-minute period in which to do so. The unpaid period to eat the meal shall be counted as continuous time for purposes of calculating overtime but shall not be counted for purposes of calculating eligibility for fatigue.

Section 6.2.1 (NEW 2009) If an employee's meal period is interrupted by management for an emergency response the employee will be entitled to another meal allowance and will be paid for the entire interrupted 30-minute meal period.

Section 6.3 (REVISED 2009) During major outages (all call) the Company will work to provide charge accounts at restaurants for employees to eat their meals.

Section 6.4 (REVISED 2006 and 2022)

Employees continuing to work after the completion of their regular shift will be entitled to a meal allowance of \$20:

- a) If the regular shift is less than 10 hours: Continue to work more than two (2) hours past the regular quitting time and every six (6) hours thereafter.
- b) If the regular shift is 10 hours or longer: Continue to work more than one (1) hour past the regular quitting time and every six (6) hours thereafter.
- c) Where they exist local shift agreements will take precedent.

Section 6.5 *(NEW 2009)* If an employee is required to travel for training or meetings and such travel requires an overnight stay, they shall be paid \$20 per meal unless otherwise provided. In such case Section 6.1 of this Article does not apply.

Section 7. DIRECTING CREWS

Section 7.1 *(REVISED 2006)* Energy Delivery

- a. Crew Leader positions may be filled as a temporary designation (consistent with Article X, Section 5) or posted as a regular position consistent with Exhibit A as appropriate to meet the needs of service.
- b. When a crew assigned a job/task includes two (2) or more persons, a Crew Leader will be in charge of the work and safety responsibilities. The Crew Leader will be paid the appropriate wage rate consistent with Exhibit A.
- c. Crew Leaders will do physical work, except when to do so would interfere with properly directing the crew.

Section 7.2 *(REVISED 2006)* Generation

- a. Crew Leader positions may be filled as a temporary designation (consistent with Article X, Section 5) or posted as a regular position consistent with Exhibit A as appropriate to meet the needs of service.
- b. When a crew assigned a job/task includes three (3) or more persons, a Crew Leader will be in charge of the work and safety responsibilities. The Crew Leader will be paid the appropriate wage rate consistent with Exhibit A.
- c. When a supervisor is unavailable or it is otherwise appropriate, the Company may assign a Crew Leader to direct the crews.
- d. Generation Crew Leaders will do physical work, except where to do so would interfere with properly directing the crew.

Article X

Section 8. EQUIPMENT

Section 8.1 Such tools as are required in their daily work shall be furnished to each employee. All tools furnished by the Company shall remain Company property and shall not be used except on Company work without the authorization of the supervisor. For safety and personal protective equipment see Article XVI, Section 1.31.

Section 9. *(REVISED 2009) METER READER, SERVICE DEPARTMENTS & METER UTILITY BIDDING ROUTES*

Section 9.1 *(REVISED 2009)* All Meter Readers, Service Departments, & Meter Utility areas shall be opened for assignment according to seniority once each calendar year at their bid location. All Meter Readers in their area, sets of meter reading books/cycles including regular pick up routes shall be open once each calendar year for bids according to seniority. In the event a set of meter reading books/cycles becomes available during the calendar year, as a result of death, termination, or a Meter Reader being awarded another classification either regular or temporary, such set of meter reading books/cycles will be made available to remaining Meter Readers in that area on a seniority basis. If a Meter Reader elects to take this vacant set of meter reading books/cycles, the subsequent available set of meter reading books/cycles will be assigned to the new Meter Reader.

Section 9.2 Part-time Meter Reader numbers will not exceed 20% of the Meter Reader work force.

Section 10. HOME STARTS

Section 10.1 Employees in a classification that normally work alone may, with Company approval, have the option to report from home with their Company provided vehicles.

Section 10.2 When an employee does report from home the

following conditions will apply:

- a. Employees will work their normally assigned shift hours. Starting time commences at the time they enter the Company vehicle at their residence and the time ends when they exit the vehicle at their residence.
- b. The Company will provide jump-starting and other garage services.
- c. Personal use of the Company vehicle is prohibited.
- d. The employee is responsible for reasonable prudent care of the Company vehicle while in their possession during non-work.

Section 11. TRAVEL

Section 11.1 When employees work outside of their normal work area and stay out overnight, the Company shall pay for all lodging and one (1) 5-minute phone call from the motel to the employee's family per night. In regards to meals, the employee shall receive three (3) meals in accordance with the meal clause but without using the time limitations except if the employee works past midnight.

Section 12. MODIFIED DUTY

Section 12.1 (*REVISED 2006*) If an employee, due to a temporary medical restriction cannot be utilized full time or is unable to perform significant duties of the employee's classification or another classification in the employee's facility, the employee may be used to augment another classification at their facility as agreed upon by the Company and Union.

Section 12.2 When the Company places an employee on modified duty in the employee's classification or when augmenting another classification, the employee shall be paid at the regular job rate. An employee shall be placed in a job on the employee's regular shift or on days.

Section 12.3 (*REVISED 2006*) Should the employee or employee's family physician disagree in writing, to the Company, with the employee having been placed on modified duty, the case shall be referred by the Company to a recognized specialist or clinic in the field of medicine involved. If it is determined the modified duty assignment exceeds the employee's temporary medical restriction the employee shall be provided a new assignment or sent home if such work is not available.

Section 12.4 (*NEW 2006, REVISED 2009*) Employees on temporary modified duty will not be eligible for overtime except where necessary to participate in training, meetings, or committees as assigned.

ARTICLE XI

JOB SECURITY

Section 1. JOB SECURITY

Section 1.1 *(REVISED 2022)* Each employee covered under this Agreement, who is active on the payroll on the effective date of this agreement, will be provided security against loss of employment for the duration of this Agreement, subject to the provisions of this Article. Employees hired after the date of ratification will not have this protection.

Section 2. REDUCTION IN LEVEL

Section 2.1 In the event of a lack of work, or to respond to regulatory mandates, the Company may reduce employees. Where this occurs, the Company shall meet with the Union Business Manager to identify the lack of work, and how to minimize the impact to those employees affected.

Section 3. RE-ALLOCATE RESOURCES

Section 3.1 Where work requirements shift due to a change in our business, the Company may reassign an employee to where there is work so they can continue their employment. If an employee is offered work to maintain employment, and they refuse to accept reassignment, the job security protection offered in this Article will no longer exist for the employee.

Section 4. GROW OUR BUSINESS

Section 4.1 This job security commitment is made possible because of the flexibility in work rules and job descriptions contained in this model Agreement. The Company plans to use this flexibility to grow our business operations to the mutual advantage of both the Company and the IBEW Locals 109 and 499. Both the Company and the IBEW Locals 109 and 499 agree to work together to achieve a growth of our

business operations where it makes sense. The mutual advantage is the potential for the IBEW Locals 109 and 499 to grow its membership while the Company grows its presence in the marketplace. Both parties agree to make every reasonable effort to support the concept of a highly skilled, productive, efficient, and trained work force to serve the public where we do business.

Section 5. EXCEPTIONS

Section 5.1 This job security protection does not extend to any employee who violates rules of conduct applicable to all employees. Some examples of such rule violations would be acts of dishonesty, unsatisfactory performance, insubordination, etc. It is understood that the Company must have just cause to void this job security for rules infractions and such action will be subject to the grievance process outlined in Article V of this Agreement.

ARTICLE XII

CONTRACTING

Section 1. CONTRACTING

Section 1.1 The Company and the Union recognize that the use of contractors is sometimes necessary; however, the Company will not let out work that is normally and customarily performed by covered employees, where such would result in reduction of staffing contrary to the provisions of Article XI, Job Security, or where it would undermine the Union's representation.

Section 1.2 In the event the Company allows a contractor to perform work outside of regular work hours, excluding projects, the Company and Union will meet and discuss how to provide every reasonable opportunity for covered employees to perform the work.

Section 1.3 (*REVISED 2006*) The Company will notify the Union Business Manager where it plans to use contractors. This notification will either be in writing or by electronic means, and will be made before the work starts. In cases of emergency, notification will occur as soon as practicable thereafter. This notice will contain information about the nature of the work performed, the estimated length of time the project will take, estimated crew size, location and which contractor will be performing the job.

ARTICLE XIII

SENIORITY

Section 1. DEFINITION OF SENIORITY

Section 1.1 Seniority as defined herein shall apply as from the first date of employment in the classifications listed in Exhibit A on the properties of the Company, except as otherwise provided in the Agreement, and shall be continuous up to the date of discharge or resignation and thereupon shall be terminated. Seniority alone shall not change the existing classification of employees.

- a. Regular full-time employee
- b. Regular part-time employee

Section 1.2 New employees with a common seniority date shall be sequenced according to the highest to lowest last four digits of their social security number to determine seniority preference. This process shall not affect employees with a common seniority date as of 12/31/99.

Section 2. PROBATIONARY PERIOD

Section 2.1 (*REVISED 2006, 2009*) New full-time and part-time employees with less than six months of continuous employment shall be deemed to be on probation.

Section 2.2 An employee who is laid off and rehired within a year after their layoff shall have all time worked in the year prior to the layoff considered in establishing their probationary period. If an employee completes their probationary period after being rehired their seniority date shall be established six (6) months from the completion of their probationary period.

Section 2.3 An employee who has completed their probationary period shall be considered a regular employee.

Section 3. REGULAR PART-TIME EMPLOYEES

Section 3.1 Seniority for part-time employees will be accumulated based on the ratio of actual compensated hours during the year to two thousand eighty (2,080) hours.

Section 3.2 Employee benefits for part-time employees covered by this Agreement will be specified in Articles pertaining to such benefits.

Section 4. TEMPORARY EMPLOYEES

Section 4.1 Temporary employees may be used from April 1 through November 1. The parties may, by mutual agreement, extend the time limits. Temporary employees may not be used if such work results in loss of straight-time pay, reduction of regular hours or a reduction in the number of bargaining unit employees.

Section 4.2 Temporary employees shall not accrue seniority except where provided in Section 4.3.

Section 4.3 If temporary employees are hired to fill a regular position, their seniority date shall be established from date of hire into an Exhibit A position as long as they have had continuous service.

Section 5. SENIORITY LIST

Section 5.1 (REVISED 2009) Seniority lists shall be posted twice each year, on or before January 15th and July 15th and accessible to all employees concerned, in order that they may be fully acquainted with their up-to-date seniority standings.

Section 6. FILLING OF VACANCIES

Section 6.1 (*REVISED 2009*) The filling of vacancies shall be based on seniority, ability and qualifications being fully sufficient. Posting of vacancies for bidding shall be made promptly for ten (10) days on designated bulletin boards and MDT's in all Seniority Units throughout the Company. A copy of the posted notice will be sent to the Union Business Manager.

Section 6.1.1 (*NEW 2009*) When posting to MDT's the Company shall only post the title of the position and the location where posted. It will be the employee's responsibility to obtain the full posting if interested.

Section 6.1.2 (*NEW 2009*) When postings are made via MDT it is recognized that the sending of the posting from the host system shall constitute fulfillment of the requirement in Section 6.1 with respect to the MDT requirement. This Section does not relieve the Company from posting on bulletin boards as required in Section 6.1.

Section 6.2 (*REVISED 2009*) Within Local 109 Seniority Units

- a. Any group or classification organized into or brought into this bargaining unit shall have seniority, for the purposes of bidding and/or when bumped or vacated, as of their earliest continuous date within their classification. For purposes of bidding and/or bumping into other classifications their seniority date shall be the date the group was organized or brought into the bargaining unit.
- b. When filling a vacancy, other than the crew leader, preference shall be first given by Seniority to:
 - 1. Employee(s) in the unit prior to the expiration of the posting
 - 2. Employee(s) having Seniority within 109
 - 3. Employee(s) having Seniority in the other local
- c. In accordance with Section 6.1 when filling a crew leader vacancy, preference consideration shall be given;

1. Employee(s) within Local 109, in the unit prior to the expiration of the posting, with the greatest classification and related classification time
 2. Employee(s) within Local 109 with the greatest classification and related classification time
 3. Employee(s) within the other local with the greatest classification and related classification time.
- d. In filling vacancies in areas with lines of progression, Exhibit C will prevail. In these lines of progression the following seniority shall be considered: classification, unit, Local, and Company.

Section 6.3 Within Local 499 Seniority Units

- a. In filling a vacancy or making a promotion, preference consideration shall be given first to employees having seniority within the Seniority Unit, second to employees having seniority within the respective Local and third to employees having seniority with the other Local. Any group or classification organized into or brought into this bargaining unit shall have their seniority date as of the earliest continuous date in an Exhibit A classification.
- b. In filling vacancies in areas with lines of progression, Exhibit C will prevail. In these lines of progression employees shall be in their classification for one (1) year before they are given their seniority to move up to the next classification in the progression chart. If no one in the classification has the minimum one (1) year experience then the employees with the most time in the classification shall be awarded the position.
- c. Employees that are in the lines of progression today will keep their classification seniority and order until they move into the next classification. Once they have moved into a new classification they will fall under the rules provided in the previous

paragraph. Any new employee entering into the lines of progression shall remain behind the employees already in that classification until all those employees have moved to the next classification.

- d. (NEW 2006) Employees in Local 499 line of progression that elect to go back to their original classification of Electrical Technician or Instrument Technician will continue with their classification time they would have had if they hadn't changed to the I&E Technician classification after 2000. If an employee was a Foreman in either the Electrical or Instrument classifications before 2000 and returns to their previous classification, they shall become a Crew Leader.

Section 6.4 (REVISED 2022) When an employee is awarded and accepts a new position in the other Local, the employee shall come into the other Local with a new seniority date from the date of award for the purposes of bidding, bumping, and layoffs. Employees returning to their former position within twenty (20) days in accordance with Article XIII, Section 6.9.1 will have their seniority date in the original Local restored.

Section 6.5 (REVISED 2006) All postings and bid forms should be in compliance with Exhibit D.

Section 6.6 Unit Seniority for the purposes of administration of this Agreement shall be in accordance with the following list:

SENIORITY UNITS

LOCAL 499

South Central Unit

Des Moines (includes Adel, Altoona, Ankeny, Colfax, Indianola, Norwalk, Perry, Stuart and Winterset)

Southeast Unit

Knoxville, Monroe, New Sharon and Oskaloosa

Southwest Unit

Avoca, Missouri Valley, Bedford, Carson, Clarinda, Essex, Griswold, Hamburg, Oakland, Red Oak, Shenandoah, Sidney, Council Bluffs, Council Bluffs Energy Center (CBEC), Glenwood, Logan, Malvern, Tabor, and Underwood.

Northeast Unit

Nashua, Clarksville, Plainfield, Shell Rock, Allison, Charles City, Hampton, Sheffield, Ackley, Rockwell, Dumont, Parkersburg, Waterloo, Jesup, Independence, and Waverly

Northwest Unit

Sioux City, Neal Complex, Jefferson, LeMars, Yankton, Sheldon, Canton, Rock Valley, Vermillion, Beresford, Merville, Sloan, Marcus, Alcester, Ireton and Kingsley

North Central Unit

Dunlap*, Carroll, Elk Horn, Audubon, Storm Lake, Ida Grove, Sutherland, Cherokee, Humboldt, Emmetsburg, Lake City, Clarion, Rockwell City, Eagle Grove, Sac City, and Algona

LOCAL 109

Iowa-Illinois Unit

Riverside, Louisa, Quad Cities & Sherrard

Cedar Rapids Unit

Ft. Dodge Unit

Iowa City Unit

Ottumwa Unit

*(NEW 2006) The Employee in the position at Dunlap at time of ratification will keep his seniority in the Southwest unit.

Section 6.7 When a vacancy is filled through the above procedure the supervisor shall, within twenty (20) days of the original posting date, post a notice giving the name of the employee awarded the assignment, and a copy of the notice shall be sent to the Union Business Manager. When an employee is awarded the job they shall be assigned to the job within a reasonable time but in no case shall this time exceed forty (40) days.

Section 6.8 Temporary assignments may be made until bids are received and permanent assignments are made. An employee shall not be required to exercise their seniority rights, nor shall they sacrifice future rights to bid on later vacancies through their failure to do so. No vacancy shall be considered permanently filled unless it has been filled through the above procedure.

Section 6.9 (*REVISED 2009, 2022*) employee(s) successfully bidding into a classification will be permitted to return to the employee's former classification without loss of seniority if the employee(s) is not qualified to perform the work of that classification within a reasonable time up to six (6) months. Employees may voluntarily return to their former classification within twenty (20) days for any reason with ten (10) days notice to the Company. During the first twenty (20) days in the new classification, the Company will make every reasonable effort to expose the employee to as many aspects of the job as is possible. Any necessary classification changes resulting from the employee returning to their former classification will be made to accommodate their return. Ten (10) days prior notice will be given to the affected employees.

Section 6.9.1 (*NEW 2009, REVISED 2022*) Employees successfully bidding into any classification, schedule, location or department will be permitted to return to the employee's former position, schedule, location or department within

twenty (20) days for any reason with ten (10) days notice to the Company.

Section 6.9.2 (*NEW 2009*) Employee(s) utilizing Section 6.9.1 shall only be allowed to utilize it once every 365 calendar days when bidding to the same classification. The 365 calendar days shall commence when the employee exercises Section 6.9.1.

Section 6.10 (*REVISED 2009, 2022*) If an employee is returned, or voluntarily returns to the employee's former classification, position, schedule, location or department within twenty (20) days after moving into any classification, position, location or department the next highest bidder for the job posting will then be considered until the list is exhausted.

Section 6.11 (*NEW 2009*) If no qualified bids are received for a posting, the Company may fill that posting by hiring off the street. The Company will notify the Union when it starts the external recruitment process. If the Company fails to commence the external recruitment process within 60 days of the expiration of the original internal posting another posting will be required prior to commencing the external recruitment process.

Section 6.12 (*REVISED 2009*) An employee who is selected from a position within the bargaining unit for a non-bargaining unit position will, after a six (6) month period, cease to accumulate all seniority rights within the bargaining unit. If during the six (6) month period the employee elects to return to the bargaining unit, they may return to the classification they left with all previously held seniority rights restored. The election to return the bargaining unit job may be exercised only once by an employee. It is understood that in case of the return of such a person other employees will consent to such classification changes as are necessary to return them to their former classification.

Section 6.13 (*NEW 2006, REVISED 2009*) Any employee who has made accommodations for the return of another employee shall have recall rights to the classification, location and shift they were forced to vacate. Employees bidding into an Apprenticeship refer to the Articles of Administration Exhibit D.

Section 6.14.1 (*NEW 2012*) Any job postings for equipment operator, assistant unit operator, unit operator, or similar classifications, which includes but is not limited to Combustion Turbine Units, and Greater Des Moines Energy Center, in Supply shall include a requirement that the senior bidder must successfully pass the Edison Electrical Institute (EEI) Plant Operator Selection System (POSS) test within 14 calendar days of the conditional awarding of the position, the Company shall provide testing to up to the five (5) most senior bidders within fourteen (14) calendar days. If the Company is unable to provide the testing within fourteen (14) calendar days, the Company shall provide the testing as soon as practicable. All bidders will be conditionally awarded the position subject to being the senior person to obtain a passing test score on the POSS test and other qualifications necessary to satisfy the posting. Similar to treatment of the CDL requirement, the bidder may utilize company facilities to assist them in preparing for the test. He or she may be tutored by another employee when they are both off duty. The employees shall complete the test while on duty for the Company.

Section 6.14.2 (*NEW 2012*) Any maintenance job postings in Supply (see list below) shall include a requirement that the senior bidder must successfully pass the Edison Electrical Institute (EEI) Mechanical Aptitude Selection System (MASS) test within 14 calendar days of the conditional awarding of the position. Company shall provide testing to up to the five (5) most senior bidders within fourteen (14) calendar days. If the Company is unable to provide the testing within fourteen (14) calendar days, the Company shall provide the testing as soon as practicable. For the purposes of making this process efficient, all bidders will be conditionally awarded

the position subject to being the senior person to obtain a passing test score on the MASS test and other qualifications necessary to satisfy the posting. Similar to treatment of the CDL requirement, the bidder may utilize company facilities to assist them in preparing for the test. He or she may be tutored by another employee when they are both off duty. The employees shall complete the test while on duty for the Company.

Maintenance jobs in Supply that are subject to MASS testing:

- Mechanic
- Mechanic Welder
- Mechanic Welder Certified
- Machinist Mechanic Welder
- Machinist Mechanic Welder Certified
- Electrical Technician
- Instrument Technician
- Instrument and Electrical Technician
- LNG Technician
- Sr. LNG Technician

Section 6.14.3 (NEW 2012) The minimum test score to pass the POSS and MASS tests will not change from prior practice unless otherwise agreed by the Company and the Unions in a Joint Labor Management Council, or unless mandated by EEL.

Section 6.14.4 (NEW 2012) All employees who have passed the applicable test for the applicable job referred to in Sections 6.14(1) and 6.14(2), while with the Company, or one of the Company's predecessor companies, shall not be required to retake the test. Employees who currently hold or have previously held positions subject to the testing requirements in Sections 6.14(1) and 6.14(2) shall not be required to complete the applicable test to either maintain the employee's current position or return to a position formerly held by the employee, which is now subject to testing under this section.

Section 6.14.5 (NEW 2012) During the administration of the testing, the Union may have a designated representative monitor the testing process. Within the term of this agreement

the Company will pay for one (1) member of each local to become certified as required by EEI to be present in the testing room.

Section 6.15 (NEW 2022) Employees who are awarded a bid must accept or decline the bid award within 2 days of notification of the award.

Section 7. REDUCTION IN WORKFORCE

Section 7.1 *(REVISED 2006)* In the event of a reduction in force causes a loss of employment, due to a lack of work, the Company must be in compliance with Article XI, Job Security. If loss of employment occurs, the following order shall be followed in making the reduction:

- a. All temporary employees
- b. All probationary employees
- c. Part-time employees
- d. Regular employees in accordance with Section 8

Section 8. BUMPING

Section 8.1 A regular employee whose position is eliminated, or who is bumped by a more senior employee shall be allowed to exercise their seniority to obtain a position, in their respective Local, listed in Exhibit A. The bumped employee will be permitted to displace an employee with lower seniority if they have the necessary ability and qualifications to do the work of that employee without further training and/or can be qualified to do the essential functions of the job with a break-in period not to exceed sixty (60) days. If after sixty (60) days an employee cannot demonstrate they are then able and qualified to do the essential functions of the job they will be disqualified.

- a. When such an employee exercises their seniority into a classification, the employee with the least amount of Seniority in the classification and shift at the facility

- in the Seniority Unit will be bumped.
- b. An employee who is bumped out of their classification by this process shall retain recall in their former job classification, or a classification that replaces it which substantially covers the duties of their former classification, within the facility in which they were bumped. Affected employees shall retain recall for future vacancies in that classification (in the reverse order of the displacement) without regard to the seniority of other employees outside the classification or Seniority Unit. This preferential consideration shall continue until the employee has either been restored to the classification from which the employee was initially bumped or has declined the opportunity.
 - c. Employees are qualified to exercise a medical bump when permanent physical disabilities prevent them from performing the essential functions of their position. An employee claiming a disability to qualify for a medical bump may be required by the Company to submit to examination by a physician or physicians selected by the Company to determine the employee's disability and ability to perform work.
 - d. Employees may bump into a line of progression where they are qualified. If employees are not qualified to perform the duties of the classification they shall only be allowed to bump into the entry level of the line of progression.

Section 8.2 A regular employee who leaves a Seniority Unit as a result of a bump on account of curtailment of work due to the discontinuance of an operation in the Seniority Unit shall, if interested in filling a classification posted for bids, bid for the vacancy. If such employee has greater Seniority than other bidders and the employee's ability and qualifications are fully sufficient, the employee shall, for a period of one (1) year after the employee initially moves to another Seniority Unit, have preference over other bidders for the vacancy or

promotion, except as to an employee who has preferential consideration in accordance with Section 8.1(b) of this Article.

Section 9. RECALL

Section 9.1 When employees who have attained seniority have been laid off for reasons beyond their control they will retain a right of recall until restored to the classification, facility, and shift from which they were laid off or decline the opportunity. If during that period they are re-employed, their seniority rights shall be restored as of the day they left the service. All time out of service due to layoffs shall be deducted in the computation made in years of service. When re-employing employees with seniority, the Company will make reasonable effort to notify the employees who have been laid off of the jobs of a permanent nature that they would be qualified for, and if such employee does not return to work in their established classification, within thirty (30) days after notification by a registered letter, return receipt requested, with a copy to the Union Business Manager, all previous accumulated service shall be considered forfeited on the same basis that seniority is forfeited.

Section 9.2 When adding to the forces, those in the classifications most recently laid off on account of curtailment of work shall be the first in the group to be re-employed, if available, qualification being sufficient and provided they are physically qualified to return to work.

Section 10. PROTECTED RATE

Section 10.1 When regular employees can no longer perform their regular work because of partial physical disability or a consolidation of existing Jobs, Departments, Districts, or a reorganization, and are forced to accept a lower paying classification, they shall be entitled to the following benefits:

- a. 15 years of continuous service, but less than 20 years, 80% of the rate of their former classification or

- the new classification's rate whichever is higher.
- b. 20 years of continuous service, but less than 25 years, 85% of the rate of their former classification or the new classification's rate whichever is higher.
- c. Over 25 years of continuous service, 90% of the rate of their former classification or the new classification's rate whichever is higher.

Section 10.2 The rate of pay determined in accordance with this scale shall remain the same until and if the regular rate for the classification to which such employee was assigned reaches or exceeds the protected rate. The protected rate shall no longer apply after the rate for the classification the employee is awarded surpasses the protected rate. The rate computed in accordance with the above scale will not be recomputed with additional years of continuous service once the employee is awarded the protected rate.

Section 10.3 If practicable, the employee on a protected rate shall be afforded an opportunity for training to fill a job more nearly corresponding in rate to the employee's old job rate, and when the employee is qualified for any higher rated job for which there is a vacancy, the employee may be assigned thereto by the Company, which shall have the right to waive the bidding procedure provisions of this Agreement in order to accomplish this purpose. If the employee refuses such assignment, the employee shall lose the protected rate.

Section 10.4 The Company shall retain the right to have a Company-appointed doctor review any disability claim as to the employee's ability to perform the work of the classification to receive the protected rate.

Section 11. UNION LEAVE

Section 11.1 An employee while on leave of absence for Union Business shall continue to accrue seniority and benefits while on such leave.

Section 12. LONG TERM DISABILITY

Section 12.1 When employees who have attained seniority are placed on inactive status for reasons of Long Term Disability and are later returned to active status, their seniority rights shall be restored as of the last day of active employment, and in addition, the time on inactive status due to disability, up to an amount equal to previously acquired seniority, will be included in determining the individual's seniority. In the case of return of such an individual, other employees will consent to such demotions and bumps as necessary to make room for the individual.

Section 13. CANDIDATES

Section 13.1 When there is a need for additional workers on any work covered by this Agreement, the Company will notify the Union Business Manager of the need of such workers so that the Local Union may have an opportunity to present candidates. This, however, will not prejudice the right of the Company, at the same time, to seek other candidates for any position that may be open.

Section 14. NEW EMPLOYEES

Section 14.1 The Company shall notify the Union Business Manager every two (2) weeks of new employees covered by this Agreement who were hired and of employees who were terminated. In case of new employees, the job classification and the starting rate of pay shall also be given.

ARTICLE XIV

SCHEDULES AND HOURS

Section 1. WORKWEEK

Section 1.1 Regular Full-Time Employee Workweek

- a. Regular full-time employees shall be provided forty (40) scheduled hours of work per week, except as specified in this Article or by mutual agreement.

Section 1.2 Regular Part-Time Employee Workweek

- a. Regular part-time employees shall be provided a minimum of sixteen (16) scheduled hours of work per week, except as specified in this Article or by mutual agreement.

Section 1.3 Temporary Employee Workweek

- a. Temporary employees shall be provided, in so far as reasonably possible, forty (40) scheduled hours of work per week during periods of active employment. Temporary employees may be utilized to work during any period when work demands require the augmentation of forces. Normally, an employee shall not be utilized as a temporary employee for more than six (6) months. The Company and the Union may extend this time period should additional time be needed to complete an assignment.

Section 2. *(REVISED 2006, 2009)* SHIFTS, SCHEDULES OTHER THAN GENERATION

Section 2.1 *(REVISED 2009)* For regular full-time employees and crews on a non-rotating shift, regular schedules consist of the following:

- a. Eight (8) hours per day per employee, five (5) consecutive calendar days per workweek (five 8s)
- b. Ten (10) hours per day (straight-time rate) per employee, four (4) consecutive calendar days per workweek (four 10s), Monday through Thursday inclusive, or Tuesday through Friday inclusive. For administration of four-10s, see Section 7.

Section 2.2 (*REVISED 2009*) Employees and crews working non-rotating shift covered under Section 2.1(a) will work on one of the following shifts:

a. A-Shift

11:00 p.m. to 7:00 a.m.
11:00 p.m. to 7:30 a.m.
11:30 p.m. to 7:30 a.m.
11:30 p.m. to 8:00 a.m.
12:00 a.m. to 8:00 a.m.
12:00 a.m. to 8:30 a.m.

b. B-Shift

7:00 a.m. to 3:00 p.m.
7:00 a.m. to 3:30 p.m.
7:30 a.m. to 3:30 p.m.
7:30 a.m. to 4:00 p.m.
8:00 a.m. to 4:00 p.m.
8:00 a.m. to 4:30 p.m.

c. C-Shift

3:00 p.m. to 11:00 p.m.
3:00 p.m. to 11:30 p.m.
3:30 p.m. to 11:30 p.m.
3:30 p.m. to 12:00 a.m.
4:00 p.m. to 12:00 a.m.
4:00 p.m. to 12:30 a.m.

Section 2.2.1 (*NEW 2009*) Crews will work “B” shifts only, outside of the following locations. In the listed locations crews will work “B” and “C” shifts only:

- a. Des Moines Area
 - i. Walnut Ridge Service Center
 - ii. Delaware Service Center
 - iii. Greenfield Service Center
 - iv. Two Rivers Electric Service Center
 - v. Two Rivers Gas Service Center
- b. Waterloo Service Center
- c. Council Bluffs Service Center
- d. Quad Cities Area
 - i. Rock Island Service Building
 - ii. Bettendorf Service Center
 - iii. Davenport Service Center
 - e. Sioux City Service Center
 - f. Iowa City Service Center

Section 3. (*REVISED 2006, 2009*) SHIFTS AND SCHEDULES – GENERATION

Section 3.1 (*REVISED 2006*) Plant and Coal Operators at each plant will work schedules mutually agreed upon by the parties as found in Exhibit G schedules. If the parties have a disagreement over a schedule, the default schedule will be a rotating eight (8) consecutive hours per day and five (5) days a week except when changing shifts.

Section 3.2 During major outages, Operators may be placed on the same schedule as maintenance to help shorten the duration of the outage. If at the time the outage is complete, or when the Company decides to put the Operators back on their schedule, the Operators shall not lose any wages in accordance with the Operators’ schedule.

Section 3.3 (*NEW 2009*) For regular full-time employees on a non-rotating shift, regular schedules consist of the following:

- a. Eight (8) hours per day per employee, five (5) consecutive calendar days per work week (five 8s)
- b. Ten (10) hours per day (straight-time rate) per employee, four (4) consecutive calendar days per workweek (four 10s), Monday through Thursday inclusive, or Tuesday through Friday inclusive. For administration of four-10's see Section 7.

Section 3.4 (*REVISED 2009*) Non-rotating classifications will work one of the following schedules:

a. A-Shift

10:30 p.m. to 7:00 a.m.
 11:00 p.m. to 7:30 a.m.
 11:30 p.m. to 8:00 a.m.

b. B-Shift

6:00 a.m. to 2:30 p.m.
 6:30 a.m. to 3:00 p.m.
 7:00 a.m. to 3:30 p.m.
 7:30 a.m. to 4:00 p.m.

c. C-Shift

3:00 p.m. to 11:30 p.m.
 3:30 p.m. to 12:00 a.m.
 4:00 p.m. to 12:30 a.m.
 6:00 p.m. to 2:30 a.m.
 7:00 p.m. to 3:30 a.m.
 7:30 p.m. to 4:00 a.m.

- d. Employees on any of the above schedules for less than three (3) days will be paid the appropriate overtime rate for all hours worked unless mutually agreed.

Section 3.5 *(REVISED 2009)* If agreed to by the parties, employees may work a four-10 schedule as set forth in Section 7.

Section 4. OTHER SCHEDULES

Section 4.1 The Company and the Union recognize that, at times, there could be a need for other schedules. Local management and the affected work group shall agree on such a schedule change by a majority vote of the affected work group with the approval of Employee Relations and the Union Business Manager or their designee.

Section 5. CHANGE OF SCHEDULES

Section 5.1 A regular schedule of hours and days of work for all employees shall be established. Changes in schedules and hours shall be administered by initially seeking volunteers within the affected classifications and reporting location. In the event insufficient employees volunteer, inverse seniority shall be used to assign the new schedule or shift. Any notice of schedule or shift change with less than five (5) days notice shall result in premium pay for the affected employee as follows: one and one-half (1½) times the regular rate of pay for the first day of the changed schedule.

Section 5.2 For rotating shift workers, to fill in for a vacancy, a change of schedule must be posted by Thursday night two (2) weeks before the change in schedule. Where clean-up personnel are present they shall accept the change of schedule. In cases where the Company does not have enough advanced notice to make a proper posting the Company may seek volunteers to fill the schedules. If employees do not volunteer after sufficient notice has been given then the Company may move an employee based on either a clean-up person or by inverse seniority where a clean-up person does not exist and will pay that person one and one-half (1½) time for the first day of the change of schedule.

Section 5.3 When maintenance employees at the Energy Centers are put on an outage schedule other than their normal schedule, and in the event there are insufficient volunteers a rotating list shall be used to determine who works the schedule. This list will be developed by drawing numbers, by seniority, to create the order of the list. When employees are moved to the outage schedule they will be placed at the bottom of the list. New employees entering into the classification shall be placed at the top of the list.

Section 5.4 *(NEW 2009)* The provisions of Article XIV, Section 5.1 may not be used to assign an employee to work a change in schedules and hours for more than 60 days at any one time unless mutually agreed. This section does not prevent the Company from posting regular positions on any schedule or shift consistent with this agreement.

Section 6. LUNCH PERIODS AND BREAKS

Section 6.1 Non-rotating shift employees' work schedules shall include a minimum thirty (30)-minute unpaid mid-shift meal period, except for employees who are required to work a straight eight (8)-hour shift.

Section 6.2 Employees working away from their headquarters at their mid-shift meal period shall observe a thirty (30)-minute unpaid meal period. Company vehicles may be used for transportation to a place to eat so long as the meal period does not exceed thirty (30) minutes, including travel to and from the job site.

Section 6.3 Rotating shift employees' work schedules shall provide a paid meal period.

Section 6.4 All shift schedules shall include a fifteen (15)-minute paid break during the first half of the shift and a fifteen (15)-minute paid break during the last half of the shift.

Section 7. FOUR TEN-HOUR WORKWEEK

Article XIV

Section 7.1 Usage: Utilization of four-10s

- a. It is intended for use when the Company determines that job efficiencies can be gained by such utilization.
- b. As a regular schedule, it will be at the discretion of supervision.
- c. It will be determined by supervision on a minimum two-week increment basis.

Section 7.2 Priority of Assignment

- a. All personnel assigned on a strictly voluntary basis.
- b. The number of employees volunteering will limit assignment to “four-10s”.
- c. Should there be more volunteers for “four-10s” than can be utilized on available crews, selection will be made on the basis of seniority and classification.
- d. An employee indicating a preference for a Monday through Thursday four-10 schedule or Tuesday through Friday four-10 schedule may be assigned to a schedule other than that preferred on the basis of low seniority within the classification. Any such assignment will only be made to complete the staffing of the non-preferred schedule.

Section 7.3 Notification

- a. Two (2) weeks prior to commencement of an anticipated “four-10s” work schedule, the Company will post for volunteers who are interested in working the “four-10s” schedule being considered. Such posting will normally be done on a Monday.
- b. The sign-up procedure will afford the employee an opportunity to indicate one of the following three preferences as to schedule:
 - i. Monday through Thursday four-10 workweek schedule

- ii. Tuesday through Friday four-10 workweek schedule
 - iii. Either of the above four-10 workweek schedules
- c. Intent to volunteer must be indicated by employee sign-up prior to the normal close of business three (3) calendar days following the posting indicated in Section 7.3(a) above. For example, if the posting for volunteers was on a Monday, the employee sign-up must be complete by the close of business on Thursday of the same week.
- d. On the day following the sign-up deadline in Section 7.3(c) above, the Company will post by 3 p.m.:
 - i. Its decision as to whether or not the “four-10s” schedule will be utilized and,
 - ii. The employees to be so scheduled based upon the terms of these guidelines.
 - iii. For example, if the Company posted for volunteers on Monday and volunteer sign-up was to be completed by the close of business on Thursday of the same week, the Company would satisfy the requirement of Section 7.3(d) by 3 p.m. on Friday of the same week.

Section 7.4 Workweek

- a. Once an employee begins a two-week increment of “four-10s” the employee will remain on that schedule for the entire two-week increment.
- b. The workweek will consist of forty (40) hours worked Monday through Thursday or Tuesday through Friday.
- c. If only one four-10 workweek schedule (Monday through Thursday or Tuesday through Friday) is utilized in a particular time period, it will be the Monday through Thursday four-10 workweek schedule that is utilized.

Section 7.5 Working Hours

- a. When utilizing “four-10s” the workday will start at 6:30 a.m., 7:00 a.m. or 7:30 a.m. and end at 5:00 p.m., 5:30 p.m. or 6:00 p.m. The thirty (30)-minute lunch period will remain 12 p.m. to 12:30 p.m.

Section 7.6 Overtime

- a. Provisions under Article XVIII (Overtime) remain applicable during the utilization of “four-10s” as a regular schedule. Accordingly, the first ten (10) hours of each regular scheduled ten (10)-hour day shall be at straight time.

Section 7.7 Meals

- a. Current contract provisions under Article X, Section 6 shall apply during the utilization of “four-10s”.

Section 7.8 Paid Absence

- a. Jury Duty
 - i. Current contract provisions under Article XX, Section 7 shall apply during the utilization of “four-10s”.
- b. Bereavement Leave
 - i. Current contract provisions under Article XX, Section 6 shall apply during the utilization of “four-10s”.
- c. Military Leave
 - i. Current contract provisions under Article XX, Section 8 shall apply during the utilization of “four-10s”.

d. Sick Leave

- i. An employee who is absent from work because of illness during a schedule of “four-10s” will have ten (10) hours of sick leave deducted from their available sick leave for each full day they are absent as a result of the illness.

e. Vacation

- i. Employees electing to utilize vacation during the course of a “four-10s” schedule will be paid for the ten (10) hours of straight time per day and will have ten (10) hours per day charged against their accrued vacation.
- ii. Employees having accrued vacation balances of less than eight (8) full hours may elect one of the following options:
 - (a) Carry unused hours forward into the following year.
 - (b) Take the remaining accrued hours, or portions thereof, as vacation and work the balance of an eight (8)-hour day.
 - (c) Take the remaining accrued hours, or portions thereof, as vacation and receive no pay for the balance of an eight (8)-hour day not worked.

f. Holiday

- i. The Company does not intend to schedule the use of “four-10s” during a week that contains a fixed holiday.
- ii. Employees having accrued floating holiday balances of less than eight (8) full hours may elect one of the following options:

- (a) Take the remaining accrued hours, or portions thereof, as floating holiday and work the balance of an eight (8)-hour day.
- (b) Take the remaining accrued hours, or portions thereof, as floating holiday and receive no pay for the balance of an eight (8)-hour day not worked.

Section 7.9 Miscellaneous

- a. Paid time off for those employees who do not volunteer for “four-10s” will not be adversely impacted as a result of the utilization of the “four-10s” workweek.
- b. Except in emergency situations, utilization of personnel for duties outside of those included in their respective job descriptions shall not be caused by implementation of the “four-10s” workweek.
- c. It is anticipated and expected there will be sufficient volunteers to be able to realize efficiency from the utilization of “four-10s”. In the event the Company is unable to secure such volunteers, the Company and the Union agree to meet and discuss mandatory provisions.

ARTICLE XV

ADVERSE WEATHER

Section 1. ADVERSE WEATHER

Section 1.1 Safety is paramount. It is recognized that some weather conditions can impact distribution work performed outdoors. The Company does not expect employees to work construction and maintenance outdoors where adverse weather makes a work site unsafe.

Section 1.2 (*REVISED 2006*) Assignments of work at the start of a shift will be made in accordance with the Adverse Weather Procedure found in Exhibit E. When weather becomes adverse after the start of a shift, employees are expected to use good judgment in determining when to postpone work, or to continue during such adverse weather conditions to secure the job to leave in a safe condition.

Section 1.3 It is understood that employees not permitted to work at their regular duties because of adverse weather conditions will be assigned other productive work such as training, safety, and/or first aid instruction, and other indoor work they are trained and qualified to perform.

Section 1.4 It is agreed that employees may be assigned to work during emergencies to protect life, property, or restore outages. If weather is adverse during such an emergency, employees will not be expected to deviate from safety rules.

ARTICLE XVI

SAFETY, TRAINING AND APPRENTICESHIPS

Section 1. SAFETY

- a. Note:
 - General Committee – Equal
 - Divisional Committee – Per Capita
 - Local Committee – 50/50 if mixed

Section 1.1 Safety Committees

- a. *(REVISED 2006)* The parties hereto agree to the formation of a General Safety Committee consisting of the following members appointed by the respective parties: three (3) from 109 and three (3) from 499 with the Union Business Managers or their designee from 109 and 499 serving as non-voting members. The Company will have six (6) Management members and one (1) non-voting Company Safety Representative. The function of this committee is to review current and anticipated safety rules, regulations and practices, review serious work-related accidents and to finalize changes of safety rules to be submitted to the Local Unions for ratification. It is expected that this committee will meet at least quarterly and as frequently as necessary to adequately carry out its function.
- b. *(REVISED 2006)* Divisional Safety Committees will be established for Gas, Electric and Generation. Each of these three (3) committees will consist of five (5) Union-appointed members; two (2) from 109, three (3) from 499 and five (5) Company-appointed members. Union Business Managers or their designee and a safety representative will sit on these committees as non-voting members. The Divisional Safety Committees shall be responsible to oversee all the Local Safety Committees.

- c. Local Safety Committees will be established in all classifications or locations as needed. They will consist of equal Union-appointed and Management-appointed members.

Section 1.2 Safety Rules

- a. Safety rules agreed upon by the parties hereto shall by this reference be made a part of this Agreement and shall be followed by both the Company and its employees. Violations of these safety rules will be subject to the Performance Development process. No employee shall be required to perform work in violation of the safety rules.
- b. (NEW 2006) Safety rules approved by the General Safety Committee shall be forwarded to the Company and the Union Executive Boards for ratification. If the rules are not ratified, the parties agree to meet and resolve outstanding issues.

Section 1.3 Safety Material and Equipment

Section 1.3.1 Personal Protective Equipment

- a. The Company shall furnish rubber gloves, rubber sleeves, rubber blankets, rubber coats, welder's gloves, smocks and hat, and other protective devices to guard or protect employees.
- b. Where such items are required by OSHA and/or Safety Rules and/or a similar regulatory body the Company shall provide the following:

Energy Delivery:

- 1. Employees in classifications listed below in Exhibit "A" shall be eligible for the FR stipend.
- 2. The company will establish a spending account with a credit amount for each eligible employee with a vendor of FR apparel. The employee credit will only be used for the purchase of approved apparel.

- Vendor selection will be completed by the Company.
3. The annual credit balance will be placed in an account for the employee the first week of January each year. Eligible employees covered by the plan may make purchases against the credit at any time during the year. Any employee wishing to supplement the Company provided funds with their own money may do so.
 4. All apparel purchased through the Company sponsored program remains the property of the employee. Employees are responsible for all inspections, cleaning and replacement of FR apparel purchased through the program.
 5. If the Occupational Safety and Health Administration (OSHA) issues new rules that impact the terms of this agreement, the Company and Union agree to meet and discuss any issues arising as a result of the OSHA rules.
 6. The amount of the annual stipend shall be \$455 annually.
 7. Within 30 days of execution of this agreement employees who received a stipend in January 2017 will be given additional money in their account to bring them to \$455. EXAMPLES: Employee who received a \$200 stipend will be given an additional \$255; employees who received a \$300 stipend will receive an additional \$155.
 8. New hires or transfers into a classification listed in Exhibit "A" shall be receive a one-time new hire allowance of \$1,534 upon hire. The company will no longer provide the initial 5 shirts and 5 pants as mentioned Article XVI, Section 1.3.1 (b)(iv). Employees moving within classifications listed in Exhibit "A" are not eligible for this new hire allowance. Employees who have previously received the new hire allowance who are awarded a job outside of the classifications listed in Exhibit "A" who then, at a later date, are again awarded a job in an Exhibit "A" classification are not eligible for this new hire

- allowance unless they have spent a minimum of three (3) years outside of an Exhibit “A” classification.
9. Employees must spend the stipend and new hire allowance within three (3) years or the monies are forfeited. EXAMPLE: A stipend issued on January 1, 2017, must be spent before December 31, 2019.
 10. Employees shall adhere to the consolidated safety rules regarding the use of FR clothing.

Exhibit “A” – List of Affected Classifications

Includes all associated Crew Leaders and Apprentices

Line Mechanic	Substation Electrician
Substation Technician	Electric Meter Technician
Pre-Apprentice Line Mechanic	Electric Service Technician
Cable Splicer	Distribution Technician
Utility Operator	Journeyman Gas
Gas Technician	Journeyman Welder
Certified Pipeline Welder	Line Mechanic Serviceman
Serviceman Gas	Meter and Control Technician
Regulator Technician	Meter Utility Person

Generation:

11. Employees in classifications listed below in Exhibit “A” shall be eligible for an FR stipend.
12. Employees in classifications listed below in Exhibit “B” shall be eligible for two pairs of coveralls.
13. Employees in classifications listed below in Exhibit “C” shall be eligible for an FR stipend.
14. The company will, for employees in classifications listed below in Exhibit “A”, establish a spending account with a credit amount for each eligible employee with a vendor of FR apparel. The employee credit will only be used for the purchase of approved

- apparel. Vendor selection will be completed by the Company.
15. The annual credit balance, if eligible by classification, will be placed in an account for the employee the first week of January each year. Eligible employees covered by the plan may make purchase against the credit at any time during the year. Any employee wishing to supplement the Company provided funds with their own money may do so.
 16. All apparel purchased through the Company sponsored program by employees in classifications listed below in Exhibits "A" and "C" remains the property of the employee. Employees in classifications listed below in Exhibit "A" and "C" are responsible for all inspections, cleaning and replacement of FR apparel purchased through the program. Employees may use company washer and dryers where provided.
 17. New hires or transfers into a classification listed in Exhibit "A" shall receive a one-time new hire allowance of \$1,534 upon hire/transfer. Employees moving within classifications listed in Exhibit "A" or "C" are not eligible for this new hire allowance. Employees who have previously received the new hire allowance who are awarded a job outside of the classifications listed in Exhibit "A" or "C" who then, at a later date, are again awarded a job in an Exhibit "A" or "C" classification are not eligible for this new hire allowance unless they have spent a minimum of three (3) years outside of an Exhibit "A" or "C" classification.
 18. All employees in classifications listed below in Exhibit "A" on the date of ratification of this LOA shall be eligible for the FR "new hire" allowance.
 19. The amount of the annual stipend for the classifications in Exhibit "A" shall be \$455 annually.
 20. Employees must spend the stipend and new hire allowance within three (3) years or the monies are forfeited. EXAMPLE: A stipend issued on January 1,

- 2018, must be spent before December 31, 2020.
21. Employees who receive the stipend or new hire allowance shall adhere to the consolidated safety rules regarding the use of FR clothing. Employees are expected to have a quick access to FR clothing when required to be worn.
 22. Coveralls purchased through the Company sponsored program by employees in classifications listed below in Exhibit "B" remain the property of the employee. Employees in classifications listed below in Exhibit "B" may request exchange of coveralls. The Company reserves the right to inspect and determine the need for replacement of the coveralls.
 23. New hires or transfers into a classification listed in Exhibit "B" shall be eligible for the coverall purchase. Employees moving from within classifications listed in Exhibit "A", "B" or "C" are not eligible for the coverall purchase. Employees who have previously received the coverall allowance or FR stipend who are awarded a job outside of the classifications listed in Exhibit "A", "B" or "C" who then, at a later date, are again awarded a job in an Exhibit "B" classification are not eligible for coverall purchase unless they have spent a minimum of three (3) years outside of an Exhibit "A", "B" or "C" classification or the employee submits the coveralls to the Company for inspection and exchange if they are deemed unserviceable.
 24. All employees in classifications listed below in Exhibit "B" on the date of ratification shall be eligible for the coverall purchase.
 25. The amount of the annual stipend for the classifications in Exhibit "C" shall be \$455 annually.
 26. Within 30 days of execution of this agreement employees in Exhibit "C" who received a stipend in January 2017 will be given additional money in their account to bring them to \$455. EXAMPLES: Employee who received a \$200 stipend will be given an additional \$255; employees who received a \$300 stipend will receive an additional \$155.

27. New hires or transfers into a classification listed in Exhibit “C” shall be receive a one-time new hire allowance of \$1,534 upon hire/transfer. The company will no longer provide the initial 5 shirts and 5 pants as mentioned Article XVI, Section 1.3.1 (b) (iv). Employees moving within classifications listed in Exhibits “A” or “C” are not eligible for this new hire allowance. Employees who have previously received the new hire allowance who are awarded a job outside of the classifications listed in Exhibit “A” or “C” who then, at a later date, are again awarded a job in an Exhibit “A” or “C” classification are not eligible for this new hire allowance unless they have spent a minimum of three (3) years outside of an Exhibit “A” or “C” classification.
28. If the Occupational Safety and Health Administration (OSHA) issues new rules that impact the terms of this agreement, the Company and Union agree to meet and discuss any issues arising as a result of the OSHA rules.
29. This LOA supersedes any other FR clothing purchase LOA's or practices for classifications listed in Exhibit “A”, Exhibit “B” or Exhibit “C”.
30. Either party has the right to cancel this agreement with a 30 day notice.

Exhibit “A” – List of Affected Classifications

Includes all associated Crew Leaders and Apprentices

Electrical Technician	Electrical and Instrumentation Technicians
Instrumentation Technician	Combustion Turbine Specialist
Reliability and Maintenance Technician	

Exhibit “B” – List of Affected Classifications

Includes all associated Crew Leaders and Apprentices

Unit Operators	Equipment Operators
Fuel Handling Technicians	Combined Cycle Operators
Gas Plant Technicians	Assistant Unit Operator

Exhibit “C” – List of Affected Classifications

Includes all associated Crew Leaders and Apprentices

LNG/Propane	Plant Technician
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- a. Employees shall at all appropriate times use the safety equipment and devices provided by the Company. Employees shall be responsible for the reasonable care of this equipment and devices.
- b. Meter Readers shall receive an annual stipend for safe walking shoes as set forth below:
 - a. For shoes costing \$99 or less –one time reimbursement of \$50 total per calendar year.
 - b. Shoes costing \$100 or more –one time reimbursement of \$75 total per calendar year.

Section 1.4 Safety Programs

- a. (*REVISED 2006*) A safety program shall be carried out as agreed upon in writing between the Union and the Company. All employees shall be required to participate in the agreed upon safety programs.
- b. The Company shall sponsor and administer a comprehensive safety process addressing not only regulatory compliance and the promotion and enforcement of safe work practices, but solicit and pursue the recommendations of the General Safety Committee.

Section 2. TRAINING

Section 2.1 The Company agrees that no employee will be required to perform any work unless they are trained and qualified to do such work.

Section 2.2 The Company will maintain training records for each employee that demonstrate an individual is capable of performing their work.

Section 2.3 The Union Business Manager of the Local Union can request, and will be provided, the training records for any covered employee.

Section 2.4 (NEW 2006) All training, including apprenticeship training, will be performed on Company paid time except as specifically noted in Exhibit H Section 1.4 c. vii.

Section 3. APPRENTICESHIPS

Section 3.1 (*REVISED 2006*) Articles of Administration for Apprenticeships are Exhibit F of this Agreement.

Section 4. (*NEW 2022*) Operator Qualification Evaluators

1. OQ Evaluators shall be paid a 10% premium over their current hourly base wage rate during the time the employee is performing any function related to his or her role as a OQ evaluator. This is not limited to strictly performing evaluations but also in their training and development as evaluators as well as the administration of the overall project.
2. These individuals are to remain eligible for overtime and callout as such times as they are not travelling to fulfill their OQ evaluator obligations.
3. It is anticipated there will be some travel related to fulfilling the OQ evaluator obligations. Where such travel is overnight Article X, Section 11 (Travel) will apply.

ARTICLE XVII

JURISDICTION

Section 1. JURISDICTION

Section 1.1 The Company agrees that each Local has certain jurisdictional rights. The Union agrees, for the purposes of efficient Company operations, to put some of those rights in abeyance so the Company can operate as a single entity. Management, at its discretion, may assign work without regards to Local jurisdiction based on the following provisions:

- a. The Company will not make up a crew using staff from different Locals; however, crews from different Locals can be assigned to work together.
- b. The additional flexibilities created by this Article and Section make possible a reduction in the Company's use of vendors.
- c. The Company will not use the flexibility of crossing jurisdictional lines between Locals to avoid filling a regular full-time position within the affected Local.
- d. Employee(s) working outside their Local jurisdictional boundaries shall begin and end their regular workday at their home reporting place, in Company-provided vehicles and on Company time, except as provided for in Article X, Section 4, Job Site Reporting.
- e. *(REVISED 2006)* When work is anticipated within a Local's jurisdiction the Company shall first attempt to fill that job with crews from within that Local's jurisdiction before going to the other Local.
- f. *(REVISED 2006)* The Company will not travel employee(s) over jurisdictional lines to work after hours overtime without first abiding by the overtime call-out list for the area where the work is performed.
- g. It is understood that during all-call situations the Company's obligation to provide service to its customers will be paramount. Employee(s) may be utilized as needed to restore safe operations.

ARTICLE XVIII

OVERTIME

Section 1. STRAIGHT-TIME PAY

Section 1.1 All hours worked by employees within their regularly scheduled hours shall be at straight-time compensation with the exception of premium pay provisions defined below, or as otherwise agreed.

Section 2. OUTSIDE OF REGULAR HOURS

Section 2.1 All work done by regular full-time employees outside of their regular hours of scheduled shifts shall be paid for at the rate of time and one-half with the exception of premium pay provisions defined below or as otherwise agreed. Employees shall not be required to take time off during their regular working days for overtime worked or to be worked.

Section 2.2 All hours worked by regular part-time employees shall be at straight-time compensation. Those hours worked in excess of eight (8) hours in a workday or after forty (40) hours in a workweek will be paid at the rate of time and one-half.

Section 2.3 All hours worked by temporary employees shall be at straight-time compensation. All hours worked in excess of forty (40) hours in the workweek will be paid at the rate of time and one-half.

Section 2.4 The Company and the Union understand the function of a public utility in providing system reliability, and the requirement to respond to the service needs of our customers. To support this objective, employees understand that they may be required to work a reasonable amount of overtime.

Section 2.5 When employees are scheduled overtime work, and fill an entire shift, the meal clause will not apply unless the employee is working a double shift, or continuing after their shift.

Section 2.6 (NEW 2006) Double-time shall be paid to an employee for all work performed during the eight (8) hours immediately preceding their regularly scheduled starting time whether or not the time worked is on a regular scheduled work day.

Section 3. HOLIDAYS AND SUNDAYS

Section 3.1 All hours worked on observed holidays by regular full-time employees will be paid at the double-time rate.

Section 3.2 All overtime hours worked by regular full-time employees on Sundays will be paid at the double-time rate.

Section 3.3 When an employee's days off do not include a Sunday, the second of such two (2) days off shall be considered as Sunday for such affected workers.

Section 3.4 (NEW 2006) Non-rotating employees shall have the option of deferring the holiday absence to a date later in the current vacation year when a recognized holiday falls on a day they work 8 hours or more or on one of their paid vacation days.

Section 3.5 (NEW 2006) Rotating shift employees who must work on a calendar holiday shall be paid as though that day is the celebrated holiday. It follows that a rotating shift employee who works on a day celebrated as a non-calendar holiday shall be paid at his regular rate of pay for that day.

Section 4. CALL-OUT MINIMUM

Section 4.1 A minimum of three (3) hours pay at the regular overtime rate shall be allowed to all employees who are called back to work after having been released from the regular day's work. Pay commences from time of call. When employees are called out three (3) hours, or less, prior to their regularly scheduled starting times and continue to work through their

regular shift, this provision shall not apply. When prearranged overtime is scheduled, the employee shall report to the supervisor at the end of the last regular workday or shift to determine if the scheduled overtime is to proceed as planned. If the scheduled overtime is canceled after the quitting time of the last regular workday or shift, the minimum call-out provision will apply. Rate paid for call-out minimum cannot be stacked.

Section 5. EMERGENCY WORK

Section 5.1 The Company and the Union understand the importance of a public utility and the need for employees to respond to emergencies. Employees may be required to work overtime in emergency situations that are not considered routine work.

Section 6. ON-CALL PROCEDURE

Section 6.1 It is recognized that on-call duty is required to provide a rapid response to customer needs and to meet regulatory requirements.

Section 6.2 The process of determining assignments to on-call duty will be made each year in the following order:

- a. (*REVISED 2006*) On-call schedules, by classification and work center, will be posted and completed no later than January 1st of each year. Scheduling preferences will be based on seniority. Employees will sign up for two (2) weeks, by one-week increments on a rotating basis. The week increment will begin at the beginning of their shift on Friday and end at the beginning of their shift on the following Friday.
- b. After the bidding process has been completed, employees may volunteer, on a rotating basis in seniority order, to sign up for any remaining open dates one week at a time. These remaining dates will be posted as soon as possible.

- c. (REVISED 2006) Where the process in a. and b. above does not provide sufficient coverage, each employee in the classification affected may be assigned no more than one (1) additional week of coverage, as necessary. Assignments in accordance with this paragraph will be made with at least ten (10) days advance notice prior to January 1st. Assignments will be in seniority order, starting with the most senior employee who can decline if ample employees are available.

Section 6.3 (REVISED 2006) Employees can trade or give away any or all of the on-call duty with Supervisor notification. Employees who wish to be relieved from on-call may be allowed to do so and should use the overtime list where possible. Employees who are unable to trade or give away their on-call will be required to perform their on-call duty.

Section 6.4 If an employee is absent due to scheduled full weeks of vacation, illness, funeral leave, emergency leave or other unforeseen situation for a portion of the on-call, the Company will use the normal call-out procedure. On-call premium will not be paid to the absent employee during these absences.

Section 6.5 Employees with previously scheduled vacation week(s) cannot be taken off scheduled vacation and assigned on-call duty.

Section 6.6 Employees when on-call shall receive one (1) hour straight-time pay for each weekday assigned, two (2) hours straight-time pay for each Saturday assigned and four (4) hours straight-time pay for each Sunday and holiday assigned.

1. This applies only when the Company offers an on-call assignment for a crew where a crew leader does not accept the assignment.
2. If at least two employees accept an on-call assignment for crew work where neither of them

is a crew leader, one of the employees shall be temporarily assigned to crew leader for the purposes of this on call assignment (not for normal hours of work).

3. The temporarily assigned employee shall receive the on-call stipend (as described in Article XVIII, Section 6.6) at the crew leader rate as well as time actually worked while when called out.

Section 6.7 The Company shall not use on-call to eliminate permanent positions or shifts.

Section 6.8 *(REVISED 2009 and 2022)* When employees take a vehicle home while on-call, they will receive a per diem equal to .2 of an hour each way at the appropriate rate when traveling to and from the work center. This section shall be administered as set forth below:

1. The Per Diem shall be paid when an employee meets all of the following criteria:
 - a. The employee is On Call.
 - b. The employee drives a company vehicle to their home after their normally scheduled work day or to work on their normally scheduled shift.
 - c. The employee drives the company vehicle to and from work on their normally scheduled work days, whether or not they drive directly to the service center
2. Exceptions:
 - a. If an employee earns a fatigue per Article XVIII, Section 8 and is released from their normal shift they do not earn a Per Diem until they drive a company vehicle to the service center for their next scheduled shift.
 - b. If an employee is assigned scheduled overtime they shall be paid the Per Diem for both driving to the work center and home after the scheduled overtime is complete.
3. Employees who home start are not eligible for Per Diem.

4. Examples:
 - a. If you drive your personal vehicle to work then assume On Call duty that day and take a company vehicle home you get Per Diem for the drive home, not the drive to work since you drove your personal vehicle and were not yet On Call. The reverse applies when you go off On Call; you get Per Diem for the drive to work in a company vehicle, not home in your personal vehicle.
 - b. Unless you work scheduled overtime you are not eligible for Per Diem on your scheduled days off, normally Saturday and Sunday. If you work scheduled overtime on your scheduled days off you are eligible for Per Diem for driving a company vehicle to and from work while On Call.
 - c. If an On Call employee who has a company vehicle at their home is called out prior to their shift and works into their shift they receive the per diem whether or not they go to the work center on that day.

Section 6.9 It is agreed that where the above process fails to provide adequate coverage to meet customer needs or regulatory requirements, the Union Business Manager and the Director, Employee, Labor Relations and Human Resource Compliance will meet to identify changes to provide a fair and equitable distribution until the required coverage is provided.

Section 7. MISSED OVERTIME

Section 7.1 If at any time it is determined that an overtime assignment was not made in accordance with the terms of this Agreement, the remedy shall be makeup overtime work. The employee shall have an opportunity to work the same number of hours and be made whole monetarily. Makeup overtime work will be work which is not ordinarily performed on overtime by the employee in question. This makeup overtime work will be offered within thirty (30) days of such

determination as mutually agreed between the affected employee and their supervisor. Failure of the employee to work the overtime offered will relieve the Company of its obligation. Failure to provide makeup overtime within thirty (30) days will subject the Company to payment for missed overtime.

Section 8. (REVISED 2006, 2009) REST PERIOD-FATIGUE PAY

Section 8.1 Employees required to work eight (8) hours of the fifteen (15) hours immediately prior to their regular scheduled hours of work shall be paid at the appropriate overtime rate for their next regular working day if required to work, and shall suffer no loss of regular pay if released during their regular working day. Employees required to work continuously for a period in excess of sixteen (16) hours shall be paid the double-time rate for all hours in excess of the sixteen (16) hours.

Section 8.2 When an employee has worked sixteen (16) or more consecutive hours and has not been released, the employee shall be paid double-time thereafter for all hours worked until release.

Section 9 (REVISED 2009) FLOATING FATIGUE PAY – DELIVERY ONLY

Section 9.1 Internal floating fatigue shall be governed by the following:

Effective September 19, 2013, employees on floating fatigue working out of their regular/assigned work location/service center shall earn a meal if they cross a meal marker while working (not during a rest period). Should the home floating fatigue employee remain on floating fatigue for a full 16 and 8 day they shall earn 3 meals similar to travelers.

1. You go on floating fatigue when the following occur:
 - a. The Vice President Delivery declares floating

- fatigue and,
- b. Your manager, supervisor, and/or crew leader tells you that you are on floating fatigue. Not everyone may be on floating fatigue at a service center, or even within the same classification at the same service center. The local overtime list will be used to solicit volunteers for or assign employees to floating fatigue.
 - c. Storm restoration lasts longer than 48 hours. For example, a storm occurs that we believe will be over in 36 hours so floating fatigue is not declared. However, the damage is worse than previously anticipated and lasts 6 days. Floating fatigue will become effective when 48 hours have passed from the declared start of the storm. Your manager and/or your supervisor are expected to notify you when this occurs and confirm that you are on floating fatigue. Floating fatigue pay is not retroactive.
2. What are internal mutual assistance services? For work to be considered internal mutual assistance, i.e., paid as floating fatigue, the work must involve at least one night where the rest period is taken out of town. Floating fatigue rates will begin when your manager, supervisor, or crew leader tells you to leave your home service center and go to the remote location. The floating fatigue rate will remain effective until you return to your home service center. If your rest period is not taken out of town normal contract provisions apply. For example, Council Bluffs crews assist in Avoca but return home to rest. Floating fatigue does not apply.
3. If floating fatigue is cancelled during my rest period when does my pay return to normal contract terms?
- a. If floating fatigue is cancelled during your rest period, your floating fatigue ends when you are notified. For example: Your rest period starts at noon and the Vice President Delivery, or his designee determines that floating fatigue shall

end at 2:00 p.m. Your floating fatigue stops at or after 8:00p.m. when you are notified that floating fatigue is cancelled.

4. Do I “earn” a paid 8-hour rest period if I work the sixteen hours before floating fatigue is cancelled?
 - a. No. A paid rest period is not earned when floating fatigue is cancelled unless it meets the requirements of Article XVIII, Section 8.1.
5. I’m told to go home for my rest period and if you need me, you’ll call me. How am I paid?
 - a. If you are told by your supervisor, you must answer the phone if they call, you will be paid floating fatigue for your 8 hour rest period. If your supervisor does not call and tell you to come to work floating fatigue stops at the end of the rest period and you report to work at the start of or for the remainder of your regularly scheduled shift. You must answer your phone if called.
 - b. Supervisors should be very clear if and when they are cancelling floating fatigue. If an employee is expected to answer the phone and report, without the option to decline, they continue to be on floating fatigue, i.e., they are basically on call.
 - c. Basically, if you are not told that floating fatigue has ended you will continue to be paid and are expected to report.
6. I’m released from floating fatigue. Am I free to resume my normal activities?
 - a. Once you’re released from floating fatigue you are free to resume your normal activities. Normal callout and related contractual provisions apply.
7. If I am reporting to my home service center, do I get a meal during my normally scheduled shift?
 - a. No meals will be paid when you are working out of your home service center, on your normally scheduled days and regularly scheduled shift. I.E:
 - i. You work Monday to Friday 0730 to 1600.

- You would not earn a meal for passing the noon meal marker.
 - ii. You work Sunday to Thursday 1500 to 2300. You would not earn a meal for passing the 1800 meal marker.
- b. Normal meal provisions apply when you pass a meal marker outside of your regular scheduled shift, on days you are not normally scheduled to work, or on holidays. i.e.
 - i. You normally work Monday to Friday 0730 to 1600. You are on floating fatigue and continue to work past 1800. You earn a meal for the 1800 meal marker.
 - ii. You normally work Sunday to Thursday 1500 to 2300. You are on floating fatigue and continue work past 2400. You earn a meal for the 2400 meal marker.
 - iii. You normally work Monday to Friday. You are on floating fatigue and Wednesday is a holiday. You earn a meal for passing any of the 4 meal markers on Wednesday e.g., 0600, 1200, 1800, or 2400.
 - iv. You are working floating fatigue on either your first or second regularly scheduled day off. You earn a meal for passing any of the 4 meal markers e.g., 0600, 1200, 1800, or 2400.
- 8. Where the Vice President Delivery cancels floating fatigue, but I am still doing storm work. How am I paid?
 - a. If-floating fatigue is cancelled, and the company (your manager or supervisor) requires you to continue working you will continue to be paid at the floating fatigue rate if you are working on storm related outages or cleanup. If the company makes continued work voluntary normal contractual provisions apply. If the floating fatigue is cancelled during your regular workday, unless you have earned a fatigue under Article XVIII, Section 8.1. you will continue work at your regular rate.

Article XVIII

9. "Breakfast" shall be taken and eaten before the employee reports for their 16-hour work shift.
10. Floating fatigue is intended to be 16 hours on and 8 hours off. If an employee works more than 16 hours, they shall be paid at double time for those hours in excess of sixteen, be given a full 8-hour rest period, and have their next shift shortened by the amount of hours they worked past 16.
11. I am at my normal reporting location and the company asks me to stay in town.
 - a. If the Company asks you to stay overnight in town it will reimburse you per Article X, Section 11.1 - Travel. i.e., you will be reimbursed for your lodging, one five-minute phone call, and the evening meal on the first day and for up to 3 meals per day until released to return home.
12. Supervisors should not ask employees to work under the floating fatigue rules unless floating fatigue is properly declared, and the appropriate rate is paid.
13. Communications is the key to the smooth administration of floating fatigue. If an employee is not notified that floating fatigue is cancelled, they continue on the floating fatigue rate until they are notified of the cancellation. It is important that managers, supervisors, and crew leaders are crisp with their communication to employees.

External floating fatigue shall be governed by the following:

1. With the exception of the specific work and pay rules specified below, the Guidelines for the internal floating fatigue rules outlined above remain in effect.
2. External mutual assistance is defined as when employees are placed on floating fatigue and assigned to perform work for entities outside of MidAmerican Energy Company. Internal mutual assistance is defined in Paragraph 1(c) of the Guidelines for the Administration of Floating Fatigue and is changed only to the extent it is further

defined as when employees are performing work on MidAmerican Energy Company facilities.

3. Pay for internal floating fatigue will remain unchanged. External floating fatigue pay will be at the double time rate (2x).
4. When a floating fatigue event occurs and lasts at least sixteen (16) hours floating fatigue will continue for at least 24 hours (an additional eight hours) before being cancelled.
5. Paragraph 3 of the Guidelines for the Administration of Floating Fatigue is reiterated and applies to both internal and external mutual assistance. When Floating Fatigue is cancelled normal contract provisions apply. Accordingly, even if an employee works the 16 hours immediately prior to the cancellation of floating fatigue a paid rest period at Floating Fatigue rate is not earned. An employee may earn a "normal" fatigue if they meet the requirements of Article XVIII, Section 8.1.
6. It is understood that when employees are assigned to internal or external floating fatigue the working conditions will likely not be normal. Where not in conflict with the Collective Bargaining Agreement and Consolidated Safety Rules, employees will follow the schedule and guidelines set forth by host utility. Employees are reminded they are representing MidAmerican Energy Company and are expected to act accordingly.
7. During external mutual assistance events the "meal" language as described in Article XVIII, Section 9 and the Guidelines for the Administration of Floating Fatigue will not be applied. If employees wish food outside of what may be provided, they are to purchase it with their own funds and such meals will not be reimbursed by the Company.

Article XVIII

8. While not relinquishing any rights to the parties respective positions on the matter, on call employees may accept a floating fatigue assignment for either internal or external mutual assistance if it is offered. to ensure appropriate service to local customers, assignments in these situations for either internal or external floating fatigue events will be administered in the following manner:
 - a. For IBEW 499, up to three employees in the same classification reporting from a service center from which the employees were assigned to floating fatigue who were not assigned to floating fatigue may be required to take on call whether or not there was an employee assigned to be on call at that time. The on-call assignment(s) shall be offered in the manner set forth below:
 - b. Voluntarily according to the overtime list.
 - c. If there are not sufficient volunteers the on-call assignment can be forced via reverse seniority for no more than one week in duration. For the duration of the floating fatigue event this forced on call shall rotate through the work group (I.E., least senior, then next least senior). After the most senior individual has been assigned an on-call week the rotation begins again with the least senior individual.
 - d. For IBEW 109, the existing practice of finding a replacement for the on-call responsibility shall continue. If a replacement to take the on-call duty is not found the on-call employee will not be given the floating fatigue assignment.
9. An employee assigned on call duty via this process shall remain on call for the duration of the assignment even if the floating fatigue event ends.
10. In addition to the on-call pay described in Article XVIII, Section 6.6, employees who are assigned

on call in these circumstances shall be paid one additional hour per day of on call pay with the exception of Sunday, where they will be paid 2 additional hours of pay (up to 8 additional hours total for one week). Employees assigned a full week may elect to receive one deferred holiday (in lieu of pay) or be paid the additional standby pay. Employees assigned less than a full week may choose to take the additional on call pay or supplement it with contractual on call pay to reach 8 hours and elect for a deferred holiday (in lieu of pay). The decision to take pay or a deferred holiday shall be made during the pay period in which the on-call ends.

11. For clarification, management will determine when floating fatigue is cancelled and cancellation may not be equal by classification, individual or location. Example: Floating fatigue may be cancelled for Storekeepers before it is cancelled for Line Mechanics.
12. The Company can, at its discretion, implement floating fatigue prior for employees in the affected locations to any system disturbance if it is determined a disturbance may occur.
13. When floating fatigue has been declared for an area or it is known by management employees will be assigned to floating fatigue (e.g. travelling) such opportunities will not be made using an automated system but manually.

Section 10. (*REVISED 2009*) EQUALIZATION/LISTS

Section 10.1 (*REVISED 2006*) On overtime opportunities, the Company will make every reasonable effort to call out the employee who is low on the overtime list first, and if this employee cannot be reached promptly or refuses the overtime opportunity, the Company will make every reasonable effort to contact the next lowest in overtime with the exception of the

Article XVIII

on-call provisions.

Section 10.2 (*REVISED 2006*) When an employee is asked to work overtime and turns down the opportunity to work the offered overtime, the employee will be charged, for overtime distribution purposes, with the same number of equivalent hours which the employee who accepts the overtime is charged.

Section 10.3 (*REVISED 2006*) The Company will update overtime lists consistent with current practices. All overtime hours shall be shown on the lists in equivalent straight-time hours. At the end of each year, the low employee in overtime worked and charged in each classification will be shown as zero (0) and the other employees in that classification will be charged with the respective differences.

Section 10.4 (*REVISED 2006*) When an employee moves into another overtime list, or a new employee is hired, the employee will assume the highest overtime hours plus one (1) additional hour of the classification at that location.

Section 10.5 (*REVISED 2006*) An employee who is off the overtime list due to bidding, leave of absence, temporary transfer, accident or sickness etc., for twenty (20) days or more, shall be charged with the average of overtime worked on their overtime list during the absence. Such computation shall be made by the Company and the Union as soon as practicable after the employee's return to work.

Section 10.6 The Company will furnish to the Union, and post on appropriate bulletin boards monthly, an overtime report listing the amount worked by each employee in each Seniority Unit during the pay periods completed in the previous month and for the year to date.

Section 10.7 A designated Union representative may have the privilege of examining the Company's overtime lists at reasonable times as necessary.

ARTICLE XIX

SHIFT PREMIUM

Section 1. SHIFT PREMIUM

Section 1.1 *(REVISED 2006, 2009, 2012, 2017, 2022)* The A and Cshift premium will be 10% of the employee's wage. All hours worked will be paid the shift premium.

Section 1.2 *(REVISED 2006)* Classifications marked with an asterisk (*) in Exhibit A include a rotating and shift premium. These premiums will be \$.52 per hour for the rotating premium and an average of \$.48 per hour for shift premium for a total of \$1.00 per hour as of May 01, 2006. These premiums will be included in the base wage for all hours and benefit computations.

Section 1.3 Non-rotating shift workers will receive the A-Shift premium for hours worked on any of the A-Shifts, and C-Shift premium for hours worked on any of the C-Shifts. These premiums will be paid per hour above the base wage and will not be included on benefit or other computations.

ARTICLE XX

BENEFITS

Section 1. MEDICAL, DENTAL, VISION, LONG TERM DISABILITY AND GROUP LIFE INSURANCE

Section 1.1 (*REVISED 2006*) Eligible employees shall be provided certain benefits as more fully set forth in their respective Medical, Dental, Vision, Long Term Disability, and Group Life Insurance Plans or Summary Plan Descriptions. The parties agree that they will meet to discuss and review benefit provider or claims administrator performance when the Company is evaluating a change in benefit provider or claims administrator. Union representation in this process will consist of a minimum of one (1) from Local 109 and one (1) from Local 499. Any additional representation will be at the request of the Company. The final selection of the benefit provider or claims administrator will be the responsibility of the Company.

Section 1.1.1 (*REVISED 2009, 2012*) Cost sharing between the Company and employees for the medical plans is modified by the agreement and as set forth in the table below

Contribution	1-1-11	7-1-2012	1-1-2013	1-1-2014	1-1-2015	1-1-2016	1-1-2017
Employee	20%	25%	25%	30%	30%	30%	30%
Employer	80%	75%	75%	70%	70%	70%	70%

Section 1.1.2 (*NEW 2009*) Changes in the design of the prescription plan will become effective July 1, 2009. Changes in the design of the medical plan will become effective January 1, 2010.

Section 1.1.3 (NEW 2017) Effective in 2020, subject to extension by the Federal Government, a 40% excise tax may be imposed on the cost of health insurance benefits exceeding

an established threshold, including costs for medical benefits, flexible spending accounts, health reimbursement accounts, health savings accounts and employee assistance plan as a part of the Affordable Care Act.

If by July 1 of any calendar year these benefit costs appear to exceed the established threshold the unions will set forth a change in benefits (i.e. HCRA, DCRA), benefit plan design changes, or changes to the employee's cost sharing to remain under the excise tax threshold.

If on or before September 1 of any calendar year the parties are unable to reach agreement as to the benefits, plan design or cost sharing changes need to remain under the threshold the Company will make changes necessary to the employee's cost sharing to cover the additional plan costs incurred as a result of the excise tax.

Section 1.2 Eligibility for the benefit plans shall be determined according to the employee's employment status, and plan definition, as follows:

- a. Regular full-time employees will be eligible to receive medical, dental, vision, life, and long term disability (LTD).
- b. Regular part-time employees will be eligible to receive medical, dental, vision, and life.

Section 1.3 *(REVISED 2009)* No matter respecting the plans, provisions, or their application to individuals shall be subject to the grievance or arbitration procedure established in the Agreement. The grievance and arbitration procedures in the Agreement may be utilized by the Union as a remedy to any unilateral changes by the Company in the plans.

Section 2. PENSION

Section 2.1 *(REVISED 2009)* Regular full-time and regular part-time represented employees covered by this Agreement shall be considered for participation in the MidAmerican

Energy Company Retirement Plan subject to plan provisions governing eligibility and terms and conditions set forth in this Article.

Section 2.2 (*REVISED 2009*) The parties hereby agree and consent to any amendments to the Plan as may be necessary or appropriate to comply with the minimum requirements of the Internal Revenue Code (the “Code”) and federal laws relating to pension plans, including applicable regulations, rulings, and judicial interpretations under the Code or such federal law, such that the plan continues to be a qualified plan under Section 401(a) of the Code and the related trust continues to be exempt from tax under Section 501(a) of the Code.

Section 2.3 (*NEW 2006, 2022*) Effective July 1, 2006, an additional pension distribution option will be available, allowing employees in the defined benefit plan to elect a lump sum distribution. Due to varying month to month interest rates and to allow participants more time to consider retirement decisions at year end, effective in 2009 and forward the Plan will use August as the lookback month to determine the interest rate for the subsequent year.

Section 2.4 (*NEW 2009*) Effective July 1, 2009 stop future accrual of benefits in the current final average pay (FAP) and cash balance formulas within the pension plan subject only to the “grandfathering” set forth immediately below in section 2.5.

Section 2.5 (*NEW 2009*) Grandfathering

2.5.1 Employees currently covered by the final average pay pension formula who are > 50 years of age as of July 1, 2009 will be grandfathered in the current final average pay formula for a period of ten (10) years or until July 1, 2019. On July 1, 2019 these employees shall move into the enhanced 401(k) formula of 6.5% contribution of base pay.

2.5.2 Employees currently covered by the final average pay pension formula who are less than 50 year's of age as of July 1, 2009 will be grandfathered in the current final average pay formula for a period of five (5) years or until July 1, 2014 and then on July 1, 2014 these employees shall move into the enhanced 401(k) formula of 6.5% contribution of base pay with a transition credit of a 30% enhancement to their final average pay annuity on July 1, 2014.

2.5.3 The ten-year grandfathering listed in section 2.5.1 above, shall continue beyond the term of this and successor collective bargaining agreements until the ten-year grandfathering period expires on July 1, 2019.

2.5.4 The five-year grandfathering and 30% enhancement listed in section 2.5.2 above, shall continue beyond the term of this and successor collective bargaining agreements until the five-year grandfathering period expires on July 1, 2014.

2.5.5 For participants in the cash balance formula, interest credits will continue as long as the balance remains in the pension plan.

Section 3. HOLIDAYS

Section 3.1 (*REVISED 2022*) Regular full-time and regular part-time employees will observe the following holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve day, Christmas Day. Additionally, regular full-time employees will receive one (1) floating holiday.

For purposes of transition in 2022, regular full-time and regular part-time employees shall receive Veteran's Day and one additional floating holiday for use in 2022.

Both observed and actual holidays will be paid at the double time rate for time worked and on-call pay.

Floating holidays may be scheduled and taken at any time during the year as agreed to between the employee and their supervisor.

Section 3.2 (*REVISED 2022*) Beginning January 1, 2023, if a holiday falls on a Saturday it will be observed on the Friday preceding the holiday. If a holiday falls on a Sunday it will be observed on the Monday after the holiday. If Christmas Day falls on a Saturday or Christmas Eve falls on a Sunday, then a floating holiday will be awarded.

Section 3.3 Holiday pay for regular full-time employees shall consist of eight (8) hours pay at the employee's regular classification rate whether the employee works or not.

Section 3.4 Holiday pay for regular part-time employees shall be based upon the number of scheduled hours, including holiday and scheduled vacation hours, for the employee during the workweek immediately preceding the holiday, divided by five (5) whether the employees works the holiday or not.

Section 3.5 (*NEW 2022*) Administration of holidays for employees on non-rotating schedules that include either a Saturday or Sunday shall be as set forth below:

1. If a holiday falls on a day where the employee is normally scheduled to work, the employee will take that day as a holiday.
2. If a holiday falls on a day where the employee is not normally scheduled to work, the employee will have that fixed holiday converted into a deferred holiday.
3. Through this process employees will not be awarded any more than the contractual 10 holidays.
4. Per the contract employees are given an extra floating holiday when a fixed holiday falls on a Saturday. When an employee affected by this agreement takes a holiday on a Saturday they shall take a floating holiday. If they do not have a floating holiday available they will take no pay.

5. If an employee does not have any holidays remaining in their banks and a holiday occurs they will take no pay and/or will not have a holiday converted into a deferred holiday.
6. For holiday double time pay purposes, employees affected by this agreement will be paid double time on the actual day of the holiday, not the day it is observed.

Section 4. VACATION

Section 4.1 Regular full-time employees will accrue their vacation in the calendar year preceding that in which their vacations are taken.

Section 4.2 Regular part-time employees will accrue their vacation based on the number of hours worked in the prior calendar year divided by two thousand eighty (2,080), as applied to the schedule set forth in Section 4.4 below.

Section 4.3 (*REVISED 2006, 2009*) Regular full-time employees must complete six months of continuous employment before becoming eligible to use accrued vacation allowance. Regular part-time employees must complete one (1) year of continuous employment before becoming eligible to use accrued vacation allowance.

Section 4.4 The following schedule will be used in determining the amount of vacation allowance to which regular employees are entitled:

Length of continuous accumulated service on December 31 from date of hire

Length of continuous accumulated service on December 31 from date of hire	Vacation Allowance
1-2 months	None
3 months	8 hours
4 months	16 hours
5 months	24 hours
6 months	32 hours
7 months	40 hours
8 months	48 hours
9 months	56 hours
10 months	64 hours
11 months	72 hours
1-7 years	80 hours
8-17 years	120 hours
18-24 years	160 hours
25 years or more	200 hours

Section 4.4(a) (*NEW 2022*) New employees as of January 1, 2022, shall receive 40 hours of vacation time that can be used upon hire.

Section 4.5 Regular employees who will have completed eight (8) years of continuous employment on December 31 of a vacation year shall be eligible to take fifteen (15) working days of vacation in that vacation year.

Section 4.6 Regular employees who will have completed eighteen (18) years of continuous employment on December 31 of a vacation year shall be eligible to take twenty (20) working days of vacation in that vacation year.

Section 4.7 Regular employees who will have completed twenty-five (25) years of continuous employment on December 31 of a vacation year shall be eligible to take twenty-five (25) working days of vacation in that vacation year.

Section 4.8 Regular employees leaving the Company after completing two (2) or more years of continuous service on any January 1 shall be paid their regular wage rate for vacation earned in the preceding year but not taken. Additionally, the employee will receive prorated vacation pay calculated on the basis of the time worked from the previous January 1 to the date of separation.

Section 4.9 Regular employees leaving the Company with less than two (2) years of continuous service on any January 1 shall be paid their regular wage rate for the vacation earned in the previous year, but not taken.

Section 4.10 In determining the amount of vacation allowance to which employees are entitled, employees shall be considered as having worked a full month if hired on or before the fifteenth (15th) day of the month; likewise, employees leaving the Company shall be considered as having worked a full month if the date of termination is on or after the sixteenth (16th) day of the month.

Section 4.11 *(REVISED 2006, 2009)* Time spent in military service while employed with the Company shall be included as time spent with the Company for calculating vacation allowance. Upon the employee's return, the employee shall receive one year's vacation accrual as if the employee had worked the previous year. If because of military service employees cannot use any or all of their vacation, the employees shall be paid for the vacation time not used at the end of the vacation year.

Section 4.12 To facilitate the scheduling of vacation periods, schedules should be developed by the supervisors and the employees and approved by the Manager prior to April 1st of

the year under consideration. In scheduling vacation, seniority of employees will prevail up to April 1. Supervisors should give every consideration to developing the schedules in accordance with the desires of the employees and spreading vacation absence over the year as evenly as possible.

Section 4.13 (*REVISED 2006, 2009*) Vacation periods in full week increments shall normally be scheduled to start the first day of the calendar week and end the last day of the calendar week. Vacation will normally be scheduled for a period of one (1) week or more. Any departure from the normal procedure outlined above must be substantiated by a written request to the appropriate Supervisor. Vacation days of less than a full week will begin at 00:01 hours on the first day of scheduled vacation and extended until 24:00 hours on the last day of scheduled vacation. Full week(s) of vacation scheduled will have preference over single days or portions of days. Rotating shift employees working a 12-hour shift who take less than a full block of vacation shall not be eligible to work six (6) hours before the shift taken on vacation or eligible to work for the first six (6) hours after the shift taken on vacation.

Section 4.14 (*REVISED 2006, 2022*) Employees will be permitted to take up to ten (10) days of available vacation in increments of not less than one (1) day. However, power plant operation employees who choose to take more than five (5) one-day vacations must do so in a way that does not involve additional overtime costs. Such one-day vacations may be taken as half shift increments.

Section 4.15 (*REVISED 2006*) If a holiday falls within a scheduled week of vacation, the employee will have the option of receiving regular holiday pay in accordance with Section 3.3 of this Article or deferring the holiday time to another day when scheduling vacation.

Section 4.16 (*REVISED 2022*) An employee shall be required to take their full vacation earned in the previous calendar year, except the employee may carry over to the following

Article XX

year unused vacation, provided such carry-over is used by December 31 of the following year. Any vacation carry-over not so used will be forfeited. If an employee fails to take their vacation allowance in accordance with the foregoing, the employee will not receive pay in lieu thereof.

Section 4.16.1 (*NEW 2009*) An employee that carries over vacation and has it scheduled in the period from January 1 through March 31 of the following year (carry over vacation), has precedence over the next year's vacation schedule regardless of seniority. This provision applies only if the vacation was selected and approved before December 31st of the previous vacation year. Employees cannot schedule more vacation than they have accrued.

Section 4.17 In the event an employee is a victim of a serious illness or accident immediately prior to and including the first day of the employee's scheduled vacation, the employee may, with the approval of the employee's Supervisor and the Manager, postpone the scheduled vacation. Vacations thus postponed shall be rescheduled for a later date so as not to interfere with scheduled vacations of other employees.

Section 4.18 In the event an employee is the victim of a serious illness or accident while on vacation to the extent that hospitalization is required for one (1) or more days which includes a minimum of one (1) overnight admission, they shall promptly notify their supervisor, if possible. The time lost due to such hospitalization, any continuing period of related sickness following hospitalization, shall be considered an absence covered by Section 11 of this Article to the extent the employee is eligible for such leave and does provide proof of the duration and nature of the illness.

Section 4.19 Any vacation rescheduled because of illness or accident shall not interfere with vacations of other employees.
Section 4.20 Other illness, accidents, or other normally paid absences occurring within a scheduled vacation period will not entitle the employee to additional vacation.

Section 5. LEAVES OF ABSENCE

Section 5.1 A maximum of twelve (12) weeks leave of absence, without pay, may be granted to regular employees for reasons other than illness and recuperation from illness with the written approval of the Manager, provided they can be spared from duty. Such leave of absence may be extended to six (6) months with written approval of the responsible Vice President of the business unit, and while on such leave of absence, employees shall continue to accrue seniority. However, they will not accrue benefits during such unpaid leave. In cases of absences of over twelve (12) weeks, employees shall be permitted to return to work only if they are physically qualified to do so. If employees remain on leave of absence beyond the term of the leave, or if they accept employment elsewhere, without written permission of the Company, their employment with the Company shall be judged to have terminated.

Section 6. BEREAVEMENT LEAVE

Section 6.1 (*REVISED 2022*) A regular employee shall be granted a leave of up to five (5) days, without loss of pay, in case of death of an immediate relative. This bereavement leave may be used for the following immediate family members of the employee or the employee's spouse: husband, wife, parents, step-parents, brother, sister, step-brother, step-sister, grandparents, great grandparents, grandchildren, great grandchildren, brother's wife, sister's husband, half-sister, half-brother, child, son-in-law, or daughter-in-law. Such leave shall commence with the day of the death and continue through the day of the funeral of the deceased person. In cases of extended travel, the employee shall be granted an extra day.

Section 6.2 An employee's vacation, floating holidays or time off without pay may be used at a later date to settle the affairs of the estate.

Section 6.3 If a regular employee is on vacation and a death in their family occurs, in accordance with Section 6.1, during their vacation, the employee shall be placed on bereavement leave.

Section 6.4 Any regular full-time employee covered by this Agreement may be allowed the amount of time necessary, up to four (4) hours, off from duty with regular pay to attend the funeral of a fellow regular employee or to serve as a pallbearer for a retiree of the Company, provided the necessary operation of the Company's properties will not be interfered with thereby.

Section 7. JURY DUTY

Section 7.1 When a regular employee is required to serve on a jury or subpoenaed to appear in a court proceeding as a witness during their regular schedule because of something the employee observed while on duty, they will give the Company proper notice and the Company will reimburse the employee's regular pay. Absent a mutual agreement, employees on a schedule other than Monday through Friday will be rescheduled within their own classification on a Monday through Friday basis during jury duty. It is agreed that if the employee is released from legally required service during a regularly scheduled workday, the employee shall contact their Supervisor and, if required, report for duty for the remainder of the day.

Section 8. MILITARY LEAVE OF ABSENCE

Section 8.1 (*REVISED 2009*) Full-time employees who are active members of the National Guard or any Reserve Branch of the U.S. Armed Forces requiring periodic military training will be granted time off when called for military training during the designated workweek. Up to thirty (30) days will be granted with no loss of benefits except as defined in Article XX, Section 4.11. They will receive their regular pay minus military pay for up to ten (10) working days. An employee is not required to use any other paid time off for military leave.

Section 8.2 *(REVISED 2006, 2009)* Full-time employees who are called or volunteer for military duty are to present their military orders as soon as possible and will be considered on a leave of absence. They will receive their regular pay minus military pay for up to twenty (20) working days and their Company health benefits for up to thirty (30) days. The employee may then elect COBRA for up to twenty-four (24) months. Upon the employee's return, the Company will make up matching contributions to the employee's 401(k) plan, providing the employee makes up the missed deferrals or contributions within a period not exceeding three (3) times the period of military service, but in no case to exceed five (5) years.

Section 8.3 *(REVISED 2006)* Any employee of the Company covered by this Agreement, who may be called to the colors, shall continue to accumulate seniority with the Company during their absence. If such employee (with an honorable, general, or needs of the military discharge) has been absent less than thirty-one (31) days, the employee must report back to work at the beginning of the first full regularly scheduled work shift. Employee who have been absent for thirty-one (31) to one hundred eighty (180) days must report to work no later than fourteen (14) days following completion of service. Employees who have been absent more than one hundred eighty (180) days must report no later than ninety (90) days after completion of military service. Any such employee who possesses a certificate certifying to the termination of the employee's training or service and is physically fit and qualified to perform the duties of the job their seniority would have entitled them to having during such absence, they may exercise their seniority rights within the Seniority Unit of the Company in which the employee is still employed. Other employees will consent to such demotions as are necessary to accommodate the employee's return. Rules governing lines of progression shall apply in all Seniority Units where applicable. Extenuating circumstances in regards to the level of discharge will be reviewed jointly by the Company and Union on a case by case basis.

Section 8.4 (NEW 2022) The military leave benefits offered under the revised policy (Appendix A) shall replace all military leave benefits noted in Article XX, Section 8.1, 8.2 and 8.3 with the following exceptions:

- a. Employees on military leave shall continue to accumulate seniority, as defined in Article XX, Section 8.3.
- b. Upon return from military leave, employees may exercise their seniority rights as defined in Article XX, Section 8.3.

Section 8.4.1 Employees who return from military service who are unable to use any or all of their accrued vacation shall be paid for the vacation time not used at the end of the vacation year, as defined in Article XX, Section 4.11.

Section 8.4.2 Any reference to military leave within the Collective Bargaining Agreement shall also apply to hardship leave, as noted in the policy (Appendix A).

Section 8.4.3 Should this policy (Appendix A) be modified, the parties agree to discuss prior to the effective date of the changes. If an agreement cannot be reached, the policy will revert back to the Military Leave Of Absence in Sections 8.1, 8.2 and 8.3.

Section 9. (REVISED 2006) SUPPLEMENTAL PAY FOR ON-THE-JOB INJURIES

Section 9.1 Any employee covered by this Agreement, who has six (6) months or more of continuous service with the Company, and who is hereafter injured and disabled while on duty and while obeying the safety rules of the Company, shall be paid their regular straight-time rate of pay for forty (40) hours per week less required federal and state withholding taxes, not to exceed three (3) months, and 75% of their regular straight-time rate of pay for forty (40) hours per week less required federal and state withholding taxes, not to exceed an additional three (3) months, while their disability continues. For the period such regular employee is paid, the

Article XX

Company will issue to the employee a “workers compensation check” which amount shall be deducted from their regular paycheck. If the period of disability of such regular employee continues for more than or beyond the three (3) months, and the additional three (3) months

referred to above, the applicable state workers compensation laws shall apply for the remaining period of disability.

Section 9.2 Employees who are temporarily transferred to a higher classification for twenty (20) working days out of the previous sixty (60) calendar days immediately prior to the date of injury will have their earnings computed on the basis of the higher classification.

Section 9.3 Employees who have accumulated sick leave may use that sick leave to supplement the 75% in the second three (3) month period to receive 100% pay.

Section 10. REIMBURSEMENT ACCOUNTS

Section 10.1 All eligible represented employees covered by this Agreement may participate in the Company-sponsored health care and dependent care reimbursement plans.

Section 11. SICK LEAVE

Section 11.1 (*REVISED 2006, 2009*) Regular full-time employees who have completed six months of continuous employment will be entitled to a credit of eighty (80) hours sick leave and will be given credit for one (1) additional day sick leave with regular pay for each month of service.

Section 11.2 Regular full-time employees shall be paid for each day of sickness up to accumulated available sick leave as specified in the preceding paragraph. If requested by the Company, the employee will furnish a certificate from a doctor acceptable to the Company showing their incapacity to work.

Section 11.3 (*REVISED 2009*) Regular part-time employees who have completed six months of continuous employment will be entitled to a credit of 60 hours sick leave and will be given credit for six (6) hours additional sick leave with regular pay for each month of service.

Section 11.3(a) (*NEW 2022*) Probationary employees will be allowed to utilize up to 80 hours of sick leave during their probationary period. After employees work for six months and become regular employees any sick leave used during their probationary period shall be subtracted from the hours of sick leave they are granted.

Section 11.4 An employee prevented from working due to sickness or other related and unavoidable cause, shall notify the Company before their regular working time if possible, or as soon as possible thereafter. The employee shall return to their regular employment provided such employee is physically qualified to return to work and does so prior to expiration of the employee's authorized leave.

Section 11.5 Regular employees shall not be entitled to sick leave or sick leave pay while on leave of absence, layoff, or unauthorized absence.

Section 11.6 Sick leave will not apply to a regular employee who is injured or contracts an occupational disease while gainfully employed by another employer.

Section 11.7 (*NEW 2006, REVISED 2009*) Employees shall be allowed to use up to five (5) days per year of their accrued sick leave for dependent care.. Dependents include the employee's spouse, eligible dependent children, or parents. An eligible dependent child is the employee's child, or the employee's spouse's child, a child placed with the employee for adoption, a legally adopted child, a child for whom the employee has legal guardianship, or a foster child that lives with the employee. If requested by the Company, the employee will furnish a certificate from the doctor, a physician assistant, or

a nurse practitioner to verify the absence in order to receive payment for the sick leave.

1. Employees working 10 or 12 hour shifts will be eligible for up to five days of dependent care leave. Employees will be charged for the hours of the shift the dependent care day leave occurs.
 - a. 12 hour shift employee working clean up is charged 8 hours.
 - b. 12 hour shift employee working training week is charged 10 hours.
 - c. 10 hour or “four 10’s” shift employee is charged 10 hours.

Section 12. 401(k) SAVINGS AND INVESTMENT PLAN

Section 12.1 Regular full-time and regular part-time employees covered by this Agreement may participate in the Company-sponsored 401(k) plan under the rules set forth in the plan document.

Section 12.2 Employees are eligible on the first day of employment.

Section 12.3 Employees are always one hundred percent (100%) vested in their contributions and one hundred percent (100%) in the Company match after one (1) year of service.

Section 12.4 (*REVISED 2022*) Effective July 1, 2022, the Company will match employee contributions at a rate of one hundred percent (100%) of every dollar contributed, up to six percent (6%) of an employee’s straight-time pay.

Section 12.5 (*NEW 2009*) Fixed Company Contributions to 401(k) Savings and Investment Plan

Section 12.5.1 The parties agree to an enhanced defined contribution or 401(k) formula as set forth below, effective July 1, 2009:

Section 12.5.2 Employees currently in the final average pay formula shall move into the enhanced 401(k) formula with a 6.5% contribution of base pay subject to Article XX, Section 2.5.

Section 12.5.2.1 Employees in the cash balance formula as of July 1, 2009 shall receive the following 401(k) contribution:

- a. Employees hired on or after July 1, 2000 and prior to May 26, 2006, who received 7.5% in cash balance contributions shall receive 6.5% of base pay in 401(k) contributions.
- b. Employees hired on or after May 26, 2006 and prior to July 1, 2009, who received 5.0% in cash balance contributions shall receive 4.0% of base pay in 401(k) contributions.
- c. Employees hired on or after July 1, 2009 shall receive a 4.0% contribution of base pay in 401(k).

Section 13. PAYDAY

Section 13.1 Payday shall be every other Friday or the preceding day if Friday is a holiday. Pay periods will begin at 12:01 a.m. on Sundays.

Section 14. MOVING EXPENSES

Section 14.1 Whenever an employee under the Agreement is required to move place of residence due to a change of work location, as the result of promotion, demotion or a transfer by the Company, the employee's necessary and reasonable moving expenses for normal household goods or mobile home will be paid for by the Company.

Section 14.2 Only qualified licensed moving companies will be utilized for this service. Should the estimated costs for any move exceed three hundred dollars (\$300.00), then it will be necessary for the employee to receive authorization from the Department Manager. The Company will pay for the customary insurance premiums on any household goods so moved.

Article XX

Section 15. (REVISED 2012) RETIREE MEDICAL ACCOUNTS

Section 15.1 The Company will establish a Retiree Medical Account (RMA) for every regular full-time active employee represented by the union on July 1, 2006. These eligible employees will be participants subject to the following provisions. Retiree Medical Accounts will be maintained and administered by the Company until Medicare eligible.

- a. An opening account balance will be established for each participant with a balance credit of \$3,700 per year of service to July 1, 2006, up to a maximum of 10 years. A participant age 50 or older on July 1, 2006, will receive \$37,000, regardless of their years of service.
- b. If a participant is age 50 or older on July 1, 2006, and retires on or after age 62 and prior to age 65, an additional contribution of \$8,000 will be made to the opening account balance.
- c. After July 1, 2006, each participant will receive an annual contribution of \$2,000 for each subsequent year of service until retirement. Credit for partial years of service will be pro-rated based on completed months of service.
- d. As has been done since July 1, 2006, interest will be granted annually on the account balance at a flat rate of 3%. The account balance will continue to earn interest throughout retirement, if not annuitized.
- e. Participants will be permitted to draw on the value of the RMA if they are regular full-time employees, and retire from active service on or after age 55, with at least 10 years of service. The account balance of the RMA may only be used to pay MEC medical premiums until the participant becomes Medicare-eligible, and participants will be responsible for the full cost of medical premiums thereafter at the applicable rates offered at that time.
- f. Employees hired after July 1, 2006, into positions

represented by the unions, will not have retiree medical accounts and are not considered eligible participants under this Agreement. However, these new hire non-participant employees will be provided access to the retiree medical benefits offered by the Company until they become Medicare-eligible provided they pay full cost for such coverage upon retirement.

- g. A participant may start using the RMA balance immediately upon retirement, or they may defer using it until a later date in the future, within 10 years of retirement. When accessing the account prior to becoming eligible for Medicare, the participant may choose between a percentage of premium option or a life annuity. These options are described in paragraph h below.
- h. The Company will offer a percentage option or a lifetime annuity conversion option.
- i. A retiree can elect a percentage between 0% and 100% of the medical premium for themselves and their spouse for pre-Medicare coverage. The election will continue until the account is exhausted, the election is changed during an annual open enrollment, or the retiree or spouse becomes eligible for Medicare. The RMA balance will continue to earn interest during retirement.
- ii. The annuity option is calculated at the time of retirement (or in the event of the account being initially deferred at retirement, then at the time the account is first used) and is contingent upon the RMA balance, participant's age and spouse's age (if applicable) at the time of retirement. A participant may choose a life annuity (payable for their lifetime) or a joint and survivor annuity (payable for the participant and spouse's lifetime).
- i. Where an employee who is eligible to retire dies while still an active employee, their spouse will be permitted to use the value of the RMA to

pay for retiree medical premiums offered by the Company or for individual plans if eligible for Medicare, as if their spouse had retired on the day of death. Also, when a retiree dies leaving a covered spouse and an RMA balance remains, the spouse will be permitted to use the remaining value of the RMA to pay for medical premiums until the account is exhausted, or until the death of the surviving spouse, whichever occurs first.

- j. Participant employees who are age 50 or older on July 1, 2006, will be offered a choice. On the date of their future retirement they may select either;
 - i. To become a participant in the RMA subject to the terms and conditions as outlined in this Agreement, or
 - ii. To remain covered under the retiree medical cost sharing formula that was in effect immediately prior to July 1, 2006. When the retiree and spouse, if applicable, become eligible for Medicare, the subsidy will be based on a Medicare Supplement rate of \$3,000 per year.
- k. Retiree life insurance will be \$10,000 for each participant.
- l. Upon becoming Medicare-eligible, a retiree's annual annuity or remaining RMA balance, if any, will be converted into a Health Reimbursement Arrangement (HRA). Medicare-eligible retirees may use their HRA to pay medical premiums and other eligible expenses based on the then current summary plan description. Interest shall be granted annually on the account balance at a flat rate of 3% in the HRA.

Section 16 (*REVISED 2009, 2012*) PRE RMA FORMULA

Retiree Medical: The Company offers retiree medical insurance to regular full-time active employees represented by the union who are age 55 with 10 years of service at retirement, as described below:

- Full-time employees hired before July 1, 2006, who were age 50 and older on July 1, 2006, have the choice between the previous cost-sharing and the retiree medical account.

Previous Cost-Sharing Arrangement for Local 109 employees:

The company shares the cost of your medical coverage when you reach age 62. If you retire before age 62, you pay the full cost of your medical coverage. For retirees age 62 or older the Company contributes 50% of the monthly cost for the “retiree only” coverage. The Company contributes 25% of the cost for spouse or dependent coverage when the spouse reaches age 62.

Previous Cost-Sharing Arrangement for Local 499 employees

- If you retire before age 62, you and your dependents pay the full cost of medical insurance. When you reach age 62, the Company shares the cost of your medical coverage as described below:
- At age 62, the Company determines their contribution toward your medical coverage. It is based on a percentage of the highest cost medical plan option in effect when you are 62. The percentage is 40 percent plus three percent for every completed year of service over 10, up to 100 percent with 30 completed years of service. This percent multiplied by the highest medical cost is your locked-in Company contribution. You pay any future increases over this amount.
- When you are age 62 or older, and your spouse reaches age 62, the Company pays one-half of your Company contribution toward the cost of your spouse’s medical premium.

- When the retiree and spouse, if applicable, become eligible for Medicare, the subsidy will be based on a Medicare Supplement rate of \$3,000 per year.

Section 17 (NEW 2022)_PARENTAL LEAVE

In order for an employee to care for and bond with a newborn or newly adopted child, the company will provide up to three weeks of Paid Parental Leave in a rolling 12-month period to employees following the birth of an employee's child or an adoption occurring after the effective date of this policy. Parental leave will only be paid by the company under this policy once in a rolling 12-month period, regardless of the number of qualifying events.

Any earnings paid under this Section will be paid at the employee's regular straight time hourly rate of pay.

To be eligible for leave under this policy, an employee must meet the following criteria:

1. The employee is a regular full-time or part-time regular employee
2. The employee must have given birth to a child; adopted a child; or be the spouse or committed partner of a woman who has given birth to or adopted a child. This policy does not apply to the adoption of a stepchild by a stepparent

The procedures to be followed for Parental Leave are as set forth in the "Paid Parental Leave" policy dated August 16, 2018.

EXHIBIT A

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
	2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
Crew Leader - Line Mechanic	\$52.28	\$54.13	\$55.48	\$56.87	\$58.30
GF - Electric	\$57.51	\$59.54	\$61.03	\$62.56	\$64.13
Crew Leader - Electric	\$45.58	\$47.19	\$48.37	\$49.58	\$50.82
Sub. Elec. Crew Leader	\$52.28	\$54.13	\$55.48	\$56.87	\$58.30
Underground Crew Leader	\$45.58	\$47.19	\$48.37	\$49.58	\$50.82
Cable Splicer Crew Leader	\$52.28	\$54.13	\$55.48	\$56.87	\$58.30
Electrician Crew Leader	\$45.58	\$47.19	\$48.37	\$49.58	\$50.82
Transmission Line Mechanic	\$51.71	\$53.53	\$54.87	\$56.24	\$57.65
Transmission Crew Leader	\$57.92	\$59.96	\$61.46	\$63.00	\$64.58
GF - Transmission	\$63.71	\$65.95	\$67.60	\$69.29	\$71.02

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase	2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%

Substation Electrician Apprentice - Jobs Post Substation LOA Dated 9/6/17

1st Phase	\$38.28	\$39.63	\$40.62	\$41.64	\$42.68
2nd Phase	\$39.21	\$40.59	\$41.60	\$42.64	\$43.71
3rd Phase	\$40.14	\$41.55	\$42.59	\$43.65	\$44.74
4th Phase	\$41.08	\$42.53	\$43.59	\$44.68	\$45.80
5th Phase	\$42.95	\$44.46	\$45.57	\$46.71	\$47.88
6th Phase	\$44.81	\$46.39	\$47.55	\$48.74	\$49.96
Substation Electrician Journeyman	\$46.68	\$48.33	\$49.54	\$50.78	\$52.05

Substation Electric Technician Apprentice - Jobs Post Substation LOA Dated 9/6/17

1st Phase	\$40.80	\$42.24	\$43.30	\$44.38	\$45.49
2nd Phase	\$41.80	\$43.28	\$44.36	\$45.47	\$46.61
3rd Phase	\$42.79	\$44.30	\$45.41	\$46.55	\$47.71

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase	2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
4th Phase	\$43.79	\$45.33	\$46.46	\$47.62	\$48.81
5th Phase	\$45.78	\$47.39	\$48.57	\$49.78	\$51.02
6th Phase	\$47.77	\$49.45	\$50.69	\$51.96	\$53.26
Substation Electric Technician	\$49.76	\$51.51	\$52.80	\$54.12	\$55.47
Senior Substation Electric Technician	\$55.73	\$57.69	\$59.14	\$60.61	\$62.13
Electric Meter Technician Apprentice - Jobs Post Substation LOA Dated 12/26/19					
1st Phase	\$34.10	\$35.30	\$36.18	\$37.08	\$38.01
2nd Phase	\$35.80	\$37.07	\$38.00	\$38.95	\$39.92
3rd Phase	\$37.51	\$38.83	\$39.80	\$40.80	\$41.82
4th Phase	\$40.92	\$42.36	\$43.42	\$44.51	\$45.62
Electric Meter Technician	\$42.62	\$44.13	\$45.23	\$46.36	\$47.52

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase	2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
Electric Meter Technician Specialist 1st 6months	\$44.68	\$46.26	\$47.42	\$48.61	\$49.83
Electric Meter Technician Specialist	\$46.73	\$48.38	\$49.59	\$50.83	\$52.10
Electric Service Technician Apprentice - 1st phase	\$33.15	\$34.32	\$35.18	\$36.06	\$36.96
Electric Service Technician Apprentice - 2nd phase	\$34.49	\$35.70	\$36.59	\$37.50	\$38.44
Electric Service Technician	\$37.23	\$38.54	\$39.50	\$40.49	\$41.50
Pre-Apprentice Line Mechanic 1st 6 months	\$30.01	\$31.07	\$31.85	\$32.65	\$33.47
Pre-Apprentice Line Mechanic	\$33.16	\$34.33	\$35.19	\$36.07	\$36.97

JOB DESCRIPTION		5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase		2.5% + 1% + \$1.5(Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
Line Mechanic Intern - Electric Delivery - 499 Only		\$28.42	\$29.42	\$30.16	\$30.91	\$31.68
Line Mechanic Apprentice						
1st Phase		\$33.60	\$34.78	\$35.65	\$36.54	\$37.45
2nd Phase		\$35.02	\$36.26	\$37.17	\$38.10	\$39.05
3rd Phase		\$37.23	\$38.54	\$39.50	\$40.49	\$41.50
4th Phase		\$39.23	\$40.61	\$41.63	\$42.67	\$43.74
Line Mechanic		\$46.68	\$48.33	\$49.54	\$50.78	\$52.05
Combo Line Mechanic						
Combo Line Mechanic		\$48.04	\$49.73	\$50.97	\$52.24	\$53.55
Journeyman-Lineman Apprentice						
1st 6 months		\$32.14	\$33.27	\$34.10	\$34.95	\$35.82

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase	2.5% + 1% + \$1.5(Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
2nd 6 months	\$32.91	\$34.07	\$34.92	\$35.79	\$36.68
3rd 6 months	\$33.76	\$34.95	\$35.82	\$36.72	\$37.64
4th 6 months	\$34.49	\$35.70	\$36.59	\$37.50	\$38.44
5th 6 months	\$35.30	\$36.54	\$37.45	\$38.39	\$39.35
6th 6 months	\$36.05	\$37.32	\$38.25	\$39.21	\$40.19
7th 6 months	\$37.63	\$38.96	\$39.93	\$40.93	\$41.95
8th 6 months	\$39.23	\$40.61	\$41.63	\$42.67	\$43.74
Journeyman - Lineman	\$40.78	\$42.22	\$43.28	\$44.36	\$45.47
Cable Splicer Apprentice					
1st 6 months	\$31.59	\$32.70	\$33.52	\$34.36	\$35.22
2nd 6 months	\$32.37	\$33.51	\$34.35	\$35.21	\$36.09
3rd 6 months	\$33.13	\$34.30	\$35.16	\$36.04	\$36.94

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase	2.5% + 1% + \$1.5(Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
4th 6 months	\$33.89	\$35.09	\$35.97	\$36.87	\$37.79
5th 6 months	\$34.68	\$35.91	\$36.81	\$37.73	\$38.67
6th 6 months	\$35.41	\$36.66	\$37.58	\$38.52	\$39.48
7th 6 months	\$36.99	\$38.29	\$39.25	\$40.23	\$41.24
8th 6 months	\$38.54	\$39.90	\$40.90	\$41.92	\$42.97
Cable Splicer	\$46.68	\$48.33	\$49.54	\$50.78	\$52.05

Distribution Technician - Apprentice

1st 6 months	\$31.20	\$32.30	\$33.11	\$33.94	\$34.79
2nd 6 months	\$31.95	\$33.08	\$33.91	\$34.76	\$35.63
3rd 6 months	\$33.33	\$34.50	\$35.36	\$36.24	\$37.15
4th 6 months	\$34.70	\$35.93	\$36.83	\$37.75	\$38.69
Distribution Technician	\$36.05	\$37.32	\$38.25	\$39.21	\$40.19

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase	2.5% + 1% + \$1.5(Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
Utility Operator Start					
1st 6 months	\$30.01	\$31.07	\$31.85	\$32.65	\$33.47
Utility Operator	\$34.76	\$35.99	\$36.89	\$37.81	\$38.76
Crew Leader - Gas Serviceman	\$46.39	\$48.03	\$49.22	\$50.46	\$51.72
Crew Leader - Gas Technician	\$46.39	\$48.03	\$49.22	\$50.46	\$51.72
Crew Leader - Gas	\$46.39	\$48.03	\$49.22	\$50.46	\$51.72
Crew Leader - M&C	\$46.39	\$48.03	\$49.22	\$50.46	\$51.72
Crew Leader Gas - Journey Welder (JW)	\$47.39	\$49.03	\$50.22	\$51.46	\$52.72
Crew Leader Gas - Certified Pipeline Welder (CPW)	\$48.39	\$50.03	\$51.22	\$52.46	\$53.72

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase	2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
GF - Gas	\$53.23	\$55.03	\$56.34	\$57.71	\$59.09

Journeyman Gas Apprentice - Jobs Post Substation LOA Dated 10/12/17 - IBEW 499 ONLY

1st Phase	\$30.36	\$31.43	\$32.22	\$33.02	\$33.85
2nd Phase	\$33.96	\$35.16	\$36.03	\$36.93	\$37.86
3rd Phase	\$37.55	\$38.88	\$39.85	\$40.84	\$41.87
Journeyman - Gas	\$39.95	\$41.36	\$42.39	\$43.45	\$44.54

Seasonal Gas Worker					
1st Construction Season	\$27.15	\$28.11	\$28.81	\$29.53	\$30.27
2nd Construction Season	\$27.51	\$28.48	\$29.19	\$29.92	\$30.67
3rd & subsequent Construction Season	\$28.35	\$29.35	\$30.08	\$30.83	\$31.60

JOB DESCRIPTION	5/1/2022 2.5% + 1% + \$1.5 (Qualifying Classifications)	5/1/2023 2.5% + 1%	5/1/2024 2.50%	5/1/2025 2.50%	5/1/2026 2.50%
Journeyman Gas Technician Apprentice					
1st 6 months	\$31.48	\$32.59	\$33.40	\$34.24	\$35.10
2nd 6 months	\$33.96	\$35.16	\$36.04	\$36.94	\$37.87
3rd 6 months	\$36.45	\$37.73	\$38.68	\$39.64	\$40.64
4th 6 months	\$38.93	\$40.31	\$41.31	\$42.35	\$43.41
Gas Technician	\$41.42	\$42.88	\$43.95	\$45.05	\$46.18
Gas Plant Technician					
1st 6 months	\$37.48	\$38.80	\$39.77	\$40.76	\$41.78
Gas Plant Technician	\$41.47	\$42.94	\$44.01	\$45.11	\$46.24
Journeyman Welder Apprentice					
1st 6 months	\$32.74	\$33.89	\$34.74	\$35.61	\$36.50

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase	2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
2nd 6 months	\$34.00	\$35.19	\$36.08	\$36.98	\$37.90
3rd 6 months	\$35.25	\$36.50	\$37.41	\$38.35	\$39.30
4th 6 months	\$36.93	\$38.24	\$39.20	\$40.17	\$41.18
5th 6 months	\$38.19	\$39.54	\$40.53	\$41.54	\$42.58
6th 6 months	\$39.45	\$40.84	\$41.87	\$42.91	\$43.98
Journeyman Welder	\$41.97	\$43.45	\$44.54	\$45.65	\$46.79

Certified Pipeline Welder Apprentice

1st 6 months	\$33.02	\$34.19	\$35.04	\$35.92	\$36.81
2nd 6 months	\$34.33	\$35.54	\$36.43	\$37.34	\$38.27
3rd 6 months	\$35.63	\$36.89	\$37.81	\$38.75	\$39.72
4th 6 months	\$36.93	\$38.24	\$39.19	\$40.17	\$41.17
5th 6 months	\$38.24	\$39.59	\$40.58	\$41.59	\$42.63

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase	2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
6th 6 months	\$39.54	\$40.94	\$41.96	\$43.01	\$44.08
7th 6 months	\$40.84	\$42.29	\$43.34	\$44.42	\$45.53
Certified Pipeline Welder	\$43.45	\$44.99	\$46.11	\$47.26	\$48.44
499GS emp as of 7/22/00 rate is same as Crew leader Gas	\$46.39	\$48.03	\$49.22	\$50.46	\$51.72
GAS104 9417 is for emp in position prior to 7/26/00 and are grandfathered in at higher rate.					
Line Mechanic Serviceman	\$42.14	\$43.62	\$44.71	\$45.83	\$46.98
Combination Serviceman	\$37.44	\$38.76	\$39.73	\$40.72	\$41.74
Tool & Equipment Repair Technician	\$34.43	\$35.64	\$36.53	\$37.44	\$38.38

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase	2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%

Serviceman - Gas Apprentice - Jobs Post Substation LOA Dated 9/27/17 & 10/12/17 -

IBEW 109 & 499					
1st Phase	\$31.02	\$32.12	\$32.92	\$33.74	\$34.59
2nd Phase	\$34.70	\$35.92	\$36.82	\$37.74	\$38.68
3rd Phase	\$38.37	\$39.72	\$40.72	\$41.74	\$42.78
Serviceman - Gas	\$40.82	\$42.26	\$43.32	\$44.40	\$45.51

Meter & Control Technician Apprentice

1st 6 months	\$33.02	\$34.19	\$35.04	\$35.92	\$36.81
2nd 6 months	\$34.33	\$35.54	\$36.43	\$37.34	\$38.27
3rd 6 months	\$35.63	\$36.89	\$37.81	\$38.75	\$39.72
4th 6 months	\$36.93	\$38.24	\$39.19	\$40.17	\$41.17
5th 6 months	\$38.24	\$39.59	\$40.58	\$41.59	\$42.63

JOB DESCRIPTION		5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase		2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
6th 6 months		\$39.54	\$40.94	\$41.96	\$43.01	\$44.08
7th 6 months		\$40.84	\$42.29	\$43.34	\$44.42	\$45.53
Meter & Control Technician		\$43.45	\$44.99	\$46.11	\$47.26	\$48.44
Regulator Technician Apprentice						
1st 6 months		\$30.98	\$32.07	\$32.87	\$33.69	\$34.53
2nd 6 months		\$31.69	\$32.80	\$33.62	\$34.46	\$35.32
3rd 6 months		\$32.41	\$33.55	\$34.39	\$35.25	\$36.13
4th 6 months		\$33.13	\$34.30	\$35.16	\$36.04	\$36.94
5th 6 months		\$34.56	\$35.77	\$36.66	\$37.58	\$38.52
6th 6 months		\$35.99	\$37.26	\$38.19	\$39.14	\$40.12
Regulator Technician		\$37.44	\$38.76	\$39.73	\$40.72	\$41.74

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase	2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
Gas Meter Technician Start					
1st 6 months	\$30.84	\$31.93	\$32.73	\$33.55	\$34.39
Gas Meter Technician	\$35.72	\$36.98	\$37.90	\$38.85	\$39.82
Locator / Leak Surveyor	\$34.53	\$35.74	\$36.63	\$37.55	\$38.49
Non-Rotating					
LNG / Propane Plant Technician Start					
1st 6 months	\$34.90	\$36.13	\$37.03	\$37.96	\$38.91
LNG / Propane Plant Technician	\$38.61	\$39.98	\$40.98	\$42.00	\$43.05
Sr LNG and Propane Technician					
1st 6 months	\$38.31	\$39.67	\$40.66	\$41.67	\$42.71

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase	2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
2nd 6 months	\$39.61	\$41.00	\$42.03	\$43.07	\$44.15
3rd 6 months	\$40.90	\$42.34	\$43.40	\$44.48	\$45.59
4th 6 months	\$42.19	\$43.68	\$44.77	\$45.88	\$47.03
Sr LNG and Propane Plant Tech	\$43.05	\$44.57	\$45.68	\$46.82	\$47.99
Tree Trimmer Working Crew Leader	\$39.62	\$41.02	\$42.05	\$43.10	\$44.18
Tree Trimmer Start					
1st 6 months	\$31.57	\$32.68	\$33.50	\$34.34	\$35.20
Tree Trimmer	\$34.88	\$36.11	\$37.01	\$37.94	\$38.89
Crew Leader - Garage	\$40.71	\$42.15	\$43.20	\$44.27	\$45.38

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase	2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
Garage Mechanic Apprentice					
1st 6 months	\$28.70	\$29.71	\$30.45	\$31.21	\$31.99
2nd 6 months	\$29.39	\$30.42	\$31.18	\$31.96	\$32.76
3rd 6 months	\$30.10	\$31.16	\$31.94	\$32.74	\$33.56
4th 6 months	\$30.79	\$31.88	\$32.68	\$33.50	\$34.34
5th 6 months	\$31.50	\$32.61	\$33.43	\$34.27	\$35.13
6th 6 months	\$32.16	\$33.29	\$34.12	\$34.97	\$35.84
7th 6 months	\$33.55	\$34.73	\$35.60	\$36.49	\$37.40
8th 6 months	\$34.95	\$36.18	\$37.08	\$38.01	\$38.96
Garage Mechanic	\$36.35	\$37.63	\$38.57	\$39.53	\$40.52
Crewleader - Storekeeper	\$36.13	\$37.41	\$38.35	\$39.31	\$40.30

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase	2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
Storekeeper Start					
1st 6 months	\$29.00	\$30.03	\$30.78	\$31.55	\$32.34
Storekeeper	\$32.26	\$33.40	\$34.24	\$35.10	\$35.98
Storekeeper Start - Generation					
1st 6 months	\$31.90	\$33.03	\$33.86	\$34.71	\$35.58
Storekeeper	\$35.49	\$36.74	\$37.66	\$38.60	\$39.57
Meter Utility Person Start					
1st 6 months	\$28.80	\$29.82	\$30.57	\$31.33	\$32.11
Meter Utility Person	\$31.97	\$33.10	\$33.93	\$34.78	\$35.65
Rubber Goods/Hot Line Tool Tester	\$32.39	\$33.53	\$34.37	\$35.23	\$36.11

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase	2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
Laborer	\$28.42	\$29.42	\$30.16	\$30.91	\$31.68
Meter Reader Start - Tier II					
1st 6 months	\$19.71	\$20.40	\$20.91	\$21.43	\$21.97
Meter Reader Tier II Thereafter	\$21.90	\$22.67	\$23.24	\$23.82	\$24.42
Grandfathered Meter Reader 109	\$26.06	\$26.98	\$27.65	\$28.34	\$29.05
Grandfathered Meter Reader 499 South	\$30.68	\$31.76	\$32.55	\$33.36	\$34.19
Grandfathered Meter Reader 499 North	\$27.82	\$28.81	\$29.53	\$30.27	\$31.03
Equipment Operator Steps Local 499					
1st 6 months	\$40.22	\$41.64	\$42.69	\$43.76	\$44.86
Equipment Operator*	\$44.69	\$46.27	\$47.43	\$48.62	\$49.84

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase	2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
Equipment Operator Apprentice Local 109					
1st 6 months	\$38.85	\$40.22	\$41.23	\$42.26	\$43.32
2nd 6 months	\$39.73	\$41.13	\$42.16	\$43.21	\$44.29
3rd 6 months	\$41.37	\$42.82	\$43.89	\$44.99	\$46.11
4th 6 months	\$43.05	\$44.57	\$45.68	\$46.82	\$47.99
Equipment Operator*	\$44.69	\$46.27	\$47.43	\$48.62	\$49.84
Assistant Unit Operator Crew Leader					
	\$50.85	\$52.65	\$53.97	\$55.32	\$56.69
Assistant Unit Operator Steps Local 499					
1st 6 months	\$40.86	\$42.31	\$43.37	\$44.45	\$45.56
Assistant Unit Operator*	\$45.40	\$47.01	\$48.19	\$49.39	\$50.62

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase	2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
Assistant Unit Operator Apprentice Local 109					
1st 6 months	\$41.90	\$43.38	\$44.46	\$45.57	\$46.71
2nd 6 months	\$43.68	\$45.22	\$46.35	\$47.51	\$48.70
Assistant Unit Operator*	\$45.40	\$47.01	\$48.19	\$49.39	\$50.62
Unit Operator*	\$47.93	\$49.62	\$50.86	\$52.13	\$53.43
Unit Operator Crew Leader	\$53.68	\$55.57	\$56.96	\$58.39	\$59.84
Non-Rotating					
Fuel Handling Crew Leader	\$43.26	\$44.78	\$45.90	\$47.05	\$48.23
Rotating					
Fuel Handling Crew Leader*	\$46.40	\$48.04	\$49.24	\$50.47	\$51.73

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase	2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
2nd 6 months	\$36.73	\$38.03	\$38.98	\$39.95	\$40.95
3rd 6 months	\$38.26	\$39.61	\$40.60	\$41.62	\$42.66
Fuel Handling Technician	\$39.78	\$41.18	\$42.21	\$43.27	\$44.35
Rotating					
Fuel Handling Technician Apprentice Local 109					
1st 6 months	\$36.64	\$37.94	\$38.89	\$39.86	\$40.86
2nd 6 months	\$38.24	\$39.59	\$40.58	\$41.59	\$42.63
3rd 6 months	\$39.83	\$41.24	\$42.27	\$43.33	\$44.41
Fuel Handling Technician*	\$41.43	\$42.89	\$43.96	\$45.06	\$46.19

JOB DESCRIPTION		5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase		2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
Machinist Mechanic Welder Crew Leader		\$49.57	\$51.32	\$52.61	\$53.92	\$55.26
Machinist Mechanic Welder Certified Crew Leader		\$50.46	\$52.24	\$53.55	\$54.89	\$56.26
Mechanic		\$37.44	\$38.76	\$39.73	\$40.72	\$41.74
Mechanic Welder Apprentice						
1st 6 months		\$33.96	\$35.16	\$36.04	\$36.94	\$37.86
2nd 6 months		\$34.74	\$35.97	\$36.87	\$37.79	\$38.73
3rd 6 months		\$35.55	\$36.80	\$37.72	\$38.66	\$39.63
4th 6 months		\$36.35	\$37.63	\$38.57	\$39.53	\$40.52
5th 6 months		\$37.92	\$39.26	\$40.24	\$41.25	\$42.28
6th 6 months		\$39.52	\$40.92	\$41.94	\$42.99	\$44.06
Mechanic Welder		\$41.09	\$42.54	\$43.60	\$44.69	\$45.81

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase	2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
Mechanic Welder Crew Leader	\$46.02	\$47.64	\$48.83	\$50.05	\$51.31
Mechanic Welder Certified	\$43.15	\$44.67	\$45.79	\$46.93	\$48.10

Machinist Mechanic Welder Apprentice

1st 6 months	\$34.85	\$36.08	\$36.98	\$37.90	\$38.85
2nd 6 months	\$35.71	\$36.97	\$37.89	\$38.84	\$39.81
3rd 6 months	\$36.57	\$37.85	\$38.80	\$39.77	\$40.76
4th 6 months	\$37.41	\$38.73	\$39.70	\$40.69	\$41.71
5th 6 months	\$38.27	\$39.62	\$40.61	\$41.63	\$42.67
6th 6 months	\$39.16	\$40.54	\$41.55	\$42.59	\$43.65
7th 6 months	\$40.86	\$42.30	\$43.36	\$44.44	\$45.55
8th 6 months	\$42.54	\$44.04	\$45.14	\$46.27	\$47.43
Machinist Mechanic Welder	\$44.26	\$45.82	\$46.97	\$48.14	\$49.34

JOB DESCRIPTION		5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase		2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
Machinist Mechanic Welder Certified		\$45.22	\$46.81	\$47.98	\$49.18	\$50.41
Reliability Maint Tech 1/2		\$55.68	\$57.64	\$59.08	\$60.56	\$62.07
Reliability Maint Tech 2/2		\$56.95	\$58.95	\$60.42	\$61.93	\$63.48
Electrical Crew Leader		\$55.85	\$57.83	\$59.27	\$60.75	\$62.27
Electrical Technician Apprentice						
1st 6 months		\$39.21	\$40.59	\$41.60	\$42.64	\$43.71
2nd 6 months		\$40.18	\$41.59	\$42.63	\$43.70	\$44.79
3rd 6 months		\$41.17	\$42.62	\$43.69	\$44.78	\$45.90
4th 6 months		\$42.13	\$43.61	\$44.70	\$45.82	\$46.97
5th 6 months		\$43.09	\$44.61	\$45.73	\$46.87	\$48.04

JOB DESCRIPTION		5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase		2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
6th 6 months		\$44.05	\$45.60	\$46.74	\$47.91	\$49.11
7th 6 months		\$46.00	\$47.62	\$48.81	\$50.03	\$51.28
8th 6 months		\$47.92	\$49.61	\$50.85	\$52.12	\$53.42
Electrical Technician		\$49.87	\$51.63	\$52.92	\$54.24	\$55.60
Instrument Crew Leader		\$55.85	\$57.83	\$59.27	\$60.75	\$62.27
GF - Generation 10% above base crew leader classification						
Instrument Technician Steps						
1st 6 months			\$44.61	\$45.73	\$46.87	\$48.04
2nd 6 months		\$43.09	\$45.60	\$46.74	\$47.91	\$49.11
3rd 6 months		\$46.00	\$47.62	\$48.81	\$50.03	\$51.28

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase	2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
4th 6 months	\$47.92	\$49.61	\$50.85	\$52.12	\$53.42
Instrument Technician	\$49.87	\$51.63	\$52.92	\$54.24	\$55.60
Instrument Technician Apprentice					
1st 6 months	\$41.16	\$42.61	\$43.68	\$44.77	\$45.89
2nd 6 months	\$42.13	\$43.61	\$44.70	\$45.82	\$46.97
3rd 6 months	\$43.09	\$44.61	\$45.73	\$46.87	\$48.04
4th 6 months	\$44.06	\$45.61	\$46.75	\$47.92	\$49.12
5th 6 months	\$45.99	\$47.61	\$48.80	\$50.02	\$51.27
6th 6 months	\$47.93	\$49.62	\$50.86	\$52.13	\$53.43
Instrument & Electrical Crew Leader					
Instrument & Electrical Crew Leader	\$50.93	\$52.73	\$54.05	\$55.41	\$56.80

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase	2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
Instrument & Electrical Technician Apprentice					
(Classification not used at coal-fired plants)					
1st 6 months	\$35.79	\$37.05	\$37.98	\$38.93	\$39.90
2nd 6 months	\$36.67	\$37.97	\$38.92	\$39.89	\$40.89
3rd 6 months	\$37.57	\$38.90	\$39.87	\$40.87	\$41.89
4th 6 months	\$38.44	\$39.79	\$40.78	\$41.80	\$42.85
5th 6 months	\$39.31	\$40.69	\$41.71	\$42.75	\$43.82
6th 6 months	\$40.17	\$41.58	\$42.62	\$43.69	\$44.78
7th 6 months	\$41.96	\$43.44	\$44.53	\$45.64	\$46.78
8th 6 months	\$43.70	\$45.24	\$46.37	\$47.53	\$48.72
Instrument & Electrical Technician	\$45.47	\$47.08	\$48.26	\$49.47	\$50.71

JOB DESCRIPTION		5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase		2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
Plant Helper Start						
1st 6 months		\$27.28	\$28.24	\$28.94	\$29.67	\$30.40
Plant Helper		\$30.32	\$31.39	\$32.17	\$32.97	\$33.79
Plant Helper Crew Leader		\$33.96	\$35.16	\$36.03	\$36.93	\$37.84
Custodian Start						
1st 6 months		\$24.70	\$25.57	\$26.21	\$26.87	\$27.54
Custodian		\$27.28	\$28.24	\$28.95	\$29.67	\$30.41
Laboratory Technician Apprentice						
1st 6 months		\$34.29	\$35.50	\$36.39	\$37.30	\$38.23
2nd 6 months		\$35.13	\$36.37	\$37.28	\$38.21	\$39.17
3rd 6 months		\$35.99	\$37.26	\$38.19	\$39.14	\$40.12

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase	2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
4th 6 months	\$36.80	\$38.10	\$39.05	\$40.03	\$41.03
5th 6 months	\$37.67	\$39.00	\$39.98	\$40.98	\$42.00
6th 6 months	\$38.50	\$39.85	\$40.85	\$41.87	\$42.92
7th 6 months	\$40.14	\$41.55	\$42.59	\$43.65	\$44.74
8th 6 months	\$41.84	\$43.32	\$44.40	\$45.51	\$46.65
Laboratory Technician	\$43.56	\$45.10	\$46.23	\$47.39	\$48.57
Lab and Potable Water Technician 1/6	\$34.90	\$36.13	\$37.03	\$37.96	\$38.91
Lab and Potable Water Technician 2/6	\$35.76	\$37.02	\$37.95	\$38.90	\$39.87
Lab and Potable Water Technician 3/6	\$36.64	\$37.94	\$38.89	\$39.86	\$40.86
Lab and Potable Water Technician 4/6	\$37.48	\$38.80	\$39.77	\$40.76	\$41.78
Lab and Potable Water Technician 5/6	\$38.34	\$39.69	\$40.68	\$41.70	\$42.74
Lab and Potable Water Technician 6/6	\$39.17	\$40.55	\$41.56	\$42.60	\$43.67

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase	2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
Lab and Potable Water Technician 7/6	\$40.87	\$42.31	\$43.37	\$44.45	\$45.56
Lab and Potable Water Technician 8/6	\$42.60	\$44.11	\$45.21	\$46.34	\$47.50
Laboratory and Potable Water Technician	\$44.31	\$45.87	\$47.02	\$48.20	\$49.41
Combined Cycle Operator Crew Leader	\$47.40	\$49.08	\$50.31	\$51.57	\$52.86
Combined Cycle Operator	\$41.47	\$42.94	\$44.01	\$45.11	\$46.24
Crew Leader Combustion Turb Technician	\$55.88	\$57.85	\$59.30	\$60.78	\$62.30
Combustion Turbine Technician Apprentice					
1st 6 months	\$37.94	\$39.28	\$40.26	\$41.27	\$42.30

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase	2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
2nd 6 months	\$38.81	\$40.18	\$41.18	\$42.21	\$43.27
3rd 6 months	\$39.75	\$41.15	\$42.18	\$43.23	\$44.31
4th 6 months	\$40.75	\$42.19	\$43.24	\$44.32	\$45.43
5th 6 months	\$41.64	\$43.11	\$44.19	\$45.29	\$46.42
6th 6 months	\$42.59	\$44.09	\$45.19	\$46.32	\$47.48
7th 6 months	\$44.44	\$46.01	\$47.16	\$48.34	\$49.55
8th 6 months	\$46.31	\$47.94	\$49.14	\$50.37	\$51.63
Combustion Turb Technician	\$47.26	\$48.92	\$50.14	\$51.39	\$52.67

Sr Combustion Turbine Technician Apprentice

1st 6 months	\$47.26	\$48.92	\$50.14	\$51.39	\$52.67
2nd 6 months	\$47.79	\$49.47	\$50.71	\$51.98	\$53.28
3rd 6 months	\$48.31	\$50.02	\$51.27	\$52.55	\$53.86

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase	2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
4th 6 months	\$48.83	\$50.55	\$51.81	\$53.11	\$54.44
Sr Combustion Turb Technician	\$50.05	\$51.81	\$53.11	\$54.44	\$55.80
Facilitator for Behavior Based Safety	\$54.41	\$56.33	\$57.74	\$59.18	\$60.66
Line Mechanic Trainer	\$52.28	\$54.13	\$55.48	\$56.87	\$58.30
Trainer - Gas	\$52.11	\$53.94	\$55.29	\$56.67	\$58.09
Trainer - Electric Substation	\$55.55	\$57.51	\$58.95	\$60.42	\$61.93
Wind Turbine Technician Crew Leader	\$42.93	\$44.44	\$45.55	\$46.69	\$47.86
Wind Turbine Technician Start					
1st 6 months	\$34.80	\$36.03	\$36.93	\$37.85	\$38.80

JOB DESCRIPTION		5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase		2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
Wind Turbine Technician		\$38.49	\$39.84	\$40.84	\$41.86	\$42.91
Senior Wind Turbine Technician		\$40.72	\$42.16	\$43.21	\$44.29	\$45.40
Senior Service Representative Start						
1st 6 months		\$26.84	\$27.79	\$28.48	\$29.19	\$29.92
2nd 6 months		\$27.77	\$28.74	\$29.46	\$30.20	\$30.96
3rd 6 months		\$28.63	\$29.64	\$30.38	\$31.14	\$31.92
4th 6 months		\$29.54	\$30.58	\$31.34	\$32.12	\$32.92
5th 6 months		\$30.42	\$31.49	\$32.28	\$33.09	\$33.92
Senior Service Representative		\$31.32	\$32.42	\$33.23	\$34.06	\$34.91
Senior Customer Account Clerk Start						
1st 6 months		\$22.44	\$23.23	\$23.81	\$24.41	\$25.02

JOB DESCRIPTION		5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase		2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
2nd 6 months		\$23.14	\$23.96	\$24.56	\$25.17	\$25.80
3rd 6 months		\$23.90	\$24.75	\$25.37	\$26.00	\$26.65
4th 6 months		\$24.62	\$25.49	\$26.13	\$26.78	\$27.45
5th 6 months		\$25.37	\$26.26	\$26.92	\$27.59	\$28.28
Senior Customer Account Clerk		\$26.10	\$27.02	\$27.70	\$28.39	\$29.10

Service Representative Start						
1st 6 months		\$23.66	\$24.49	\$25.10	\$25.73	\$26.37
Service Representative		\$26.10	\$27.02	\$27.70	\$28.39	\$29.10

Office Services Technician I Start						
1st 6 months		\$19.63	\$20.32	\$20.83	\$21.35	\$21.88
2nd 6 months		\$20.33	\$21.05	\$21.58	\$22.12	\$22.67

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase	2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
3rd 6 months	\$21.02	\$21.77	\$22.31	\$22.87	\$23.44
4th 6 months	\$21.72	\$22.48	\$23.04	\$23.62	\$24.21
5th 6 months	\$22.40	\$23.19	\$23.77	\$24.36	\$24.97
Office Services Technician I	\$23.10	\$23.92	\$24.52	\$25.13	\$25.76

Production Control Clerk Start

1st 6 months	\$21.13	\$21.88	\$22.43	\$22.99	\$23.56
2nd 6 months	\$21.83	\$22.60	\$23.17	\$23.75	\$24.34
3rd 6 months	\$22.52	\$23.31	\$23.89	\$24.49	\$25.10
4th 6 months	\$23.22	\$24.04	\$24.64	\$25.26	\$25.89
5th 6 months	\$23.90	\$24.75	\$25.37	\$26.00	\$26.65
Production Control Clerk	\$24.60	\$25.47	\$26.11	\$26.76	\$27.43

JOB DESCRIPTION	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase	2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
Customer Account Clerk Start					
1st 6 months	\$19.90	\$20.60	\$21.12	\$21.65	\$22.19
2nd 6 months	\$20.57	\$21.29	\$21.82	\$22.37	\$22.93
3rd 6 months	\$21.21	\$21.96	\$22.51	\$23.07	\$23.65
4th 6 months	\$21.87	\$22.64	\$23.21	\$23.79	\$24.38
5th 6 months	\$22.52	\$23.31	\$23.89	\$24.49	\$25.10
Customer Account Clerk	\$23.15	\$23.97	\$24.57	\$25.18	\$25.81
Office Service Technician II Start					
1st 6 months	\$22.17	\$22.95	\$23.52	\$24.11	\$24.71
Office Service Technician II	\$24.61	\$25.48	\$26.12	\$26.77	\$27.44
Office Service Technician II Lead	\$25.85	\$26.77	\$27.44	\$28.13	\$28.83

JOB DESCRIPTION		5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Negotiated % Increase		2.5% + 1% + \$1.5 (Qualifying Classifications)	2.5% + 1%	2.50%	2.50%	2.50%
Mail Service Clerk Start						
1st 6 months		\$19.87	\$20.57	\$21.08	\$21.61	\$22.15
Mail Service Clerk		\$21.91	\$22.68	\$23.25	\$23.83	\$24.43
Operations Clerk Start						
1st 6 months		\$19.13	\$19.81	\$20.31	\$20.82	\$21.34
Operations Clerk		\$21.25	\$22.00	\$22.55	\$23.11	\$23.69

EXHIBIT B

Grievance # _____

**GRIEVANCE
LOCAL 109**

Date _____

District and Occupational Group _____

Fax 844-423-9109

GRIEVANCE STATEMENT:

VIOLATION CLAIMED: (Cite the specific section violated and state the details of the grievance as clearly as possible.)

REMEDY REQUESTED:

Print Name of Employee Bringing Grievance

Signature of Employee Bringing Grievance

Employee T #

Signature of Steward

PROCESSING RECORDS:

Step 1 Date discussed with supervisor _____
 Date supervisor responded _____

	Date Received	Date of Response	Company Representative
Step 2	_____	_____	_____
Step 3	_____	_____	_____
Step 4	_____	_____	_____

DISTRIBUTION:

- ☐ Original to Union Business Manager
- ☐ Copy to Union Steward
- ☐ Copy to Grievant
- ☐ Copy to Manager
- ☐ Copy to Labor Relations

Grievance # _____

GRIEVANCE LOCAL 499

Date _____
District and Occupational Group _____
Fax 515-334-5452

GRIEVANCE STATEMENT:

VIOLATION CLAIMED: (Cite the specific section violated and state the details of the grievance as clearly as possible.)

REMEDY REQUESTED:

Print Name of Employee Bringing Grievance

Signature of Employee Bringing Grievance

Employee T #

Signature of Steward

PROCESSING RECORDS:

Step 1 Date discussed with supervisor _____
 Date supervisor responded _____

	Date Received	Date of Response	Company Representative
Step 2	_____	_____	_____
Step 3	_____	_____	_____
Step 4	_____	_____	_____

DISTRIBUTION:

- ☐ Original to Union Business Manager
- ☐ Copy to Union Steward
- ☐ Copy to Grievant
- ☐ Copy to Manager
- ☐ Copy to Labor Relations

EXHIBIT C

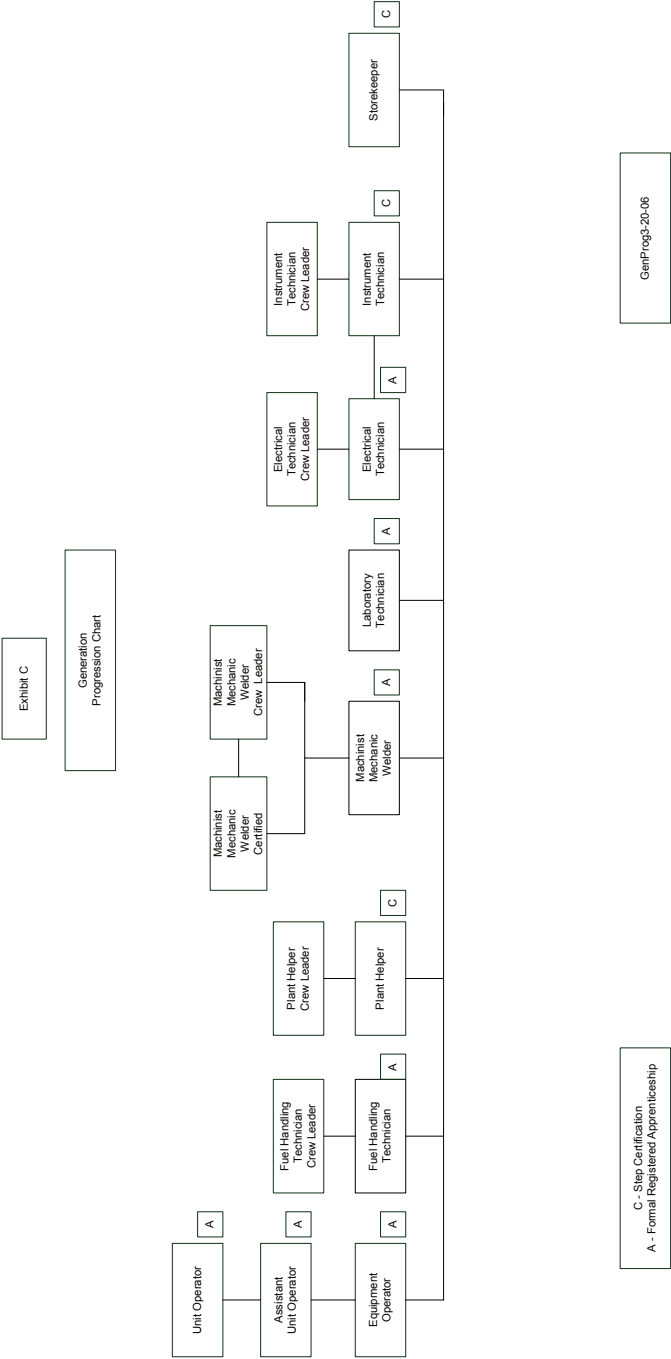


EXHIBIT D

3-12
3/3/16

MidAmerican Energy REPRESENTED EMPLOYEE'S BID ON JOB VACANCY

Requisition Number:

Employee Name:	
Employee T number:	
Bid on:	
	Title of Job Vacancy/Classification
Date Posted:	
Hiring Supervisor/Manager:	
Current Location:	
Current Classification:	

Seniority Unit: Seniority Date:

Are you currently in an apprenticeship program? ☐ Yes* ☐ No

*If yes, please contact your local Employee & Labor Relations Representative

Are you eligible for recall for this position: ☐ Yes ☐ No

Previous experience, education and other qualifications: (resume attached ☐ Yes ☐ No)

Signed: Date:

Instructions: Give the original to the hiring supervisor/manager. Send a copy to the appropriate local union office as listed below:

IBEW LOCAL 499
10174 HICKMAN COURT
CLIVE, IA 50325
Facsimile: 515-334-5452

IBEW LOCAL 109
2271 First Street East
Milan, IL 61264
Facsimile: 844-423-9109

All applicants and employees of Berkshire Hathaway Energy are advised that no individuals are allowed to smoke in any Berkshire Hathaway Energy facility or property, including vehicles and aircraft. Employees are not allowed to smoke in customers' residences or businesses while on Berkshire Hathaway Energy business.

EXHIBIT E

Adverse Weather Procedure

- a. National Weather service reports from the closest reporting location shall be used in determining temperature and wind to be applied to the weather chart.
- b. To determine the calculated wind speed for usage with the adverse weather chart, management, along with a Union representative, will add the steady speed to $\frac{1}{2}$ of the difference between the gust speed less the steady speed. For example, if the steady wind speed equals 19 and the gust speed equals 25, then the calculated wind speed equals 19 mph plus ($\frac{1}{2} \times (25-19)$ or 22mph).
- c. A joint observation of weather conditions, which would include precipitation, temperature and wind, will be made by a designated representative from the Union and the Company in determining when conditions are not conducive to work outside.
- d. When employees are engaged in various phases of work activity, and the temperature and wind indicate a change in this activity, supervision will notify the crews affected. Employees will not be permitted to inquire by radio regarding the weather conditions. If crews are not equipped with radios, supervision will designate individuals and make arrangements to inform them regarding the weather conditions.
- e. Temperature restrictions will not apply when walking between a vehicle and a permanent heated structure or between two permanent heated structures. Precipitation restrictions will not apply when walking between a vehicle and permanent structure or between two permanent structures.
- f. Emergencies will be assigned based on the Rotating Adverse Weather emergency list.
- g. When the temperature exceeds 20 degrees, the weather chart is no longer applicable.

INCLEMENT WEATHER CHART

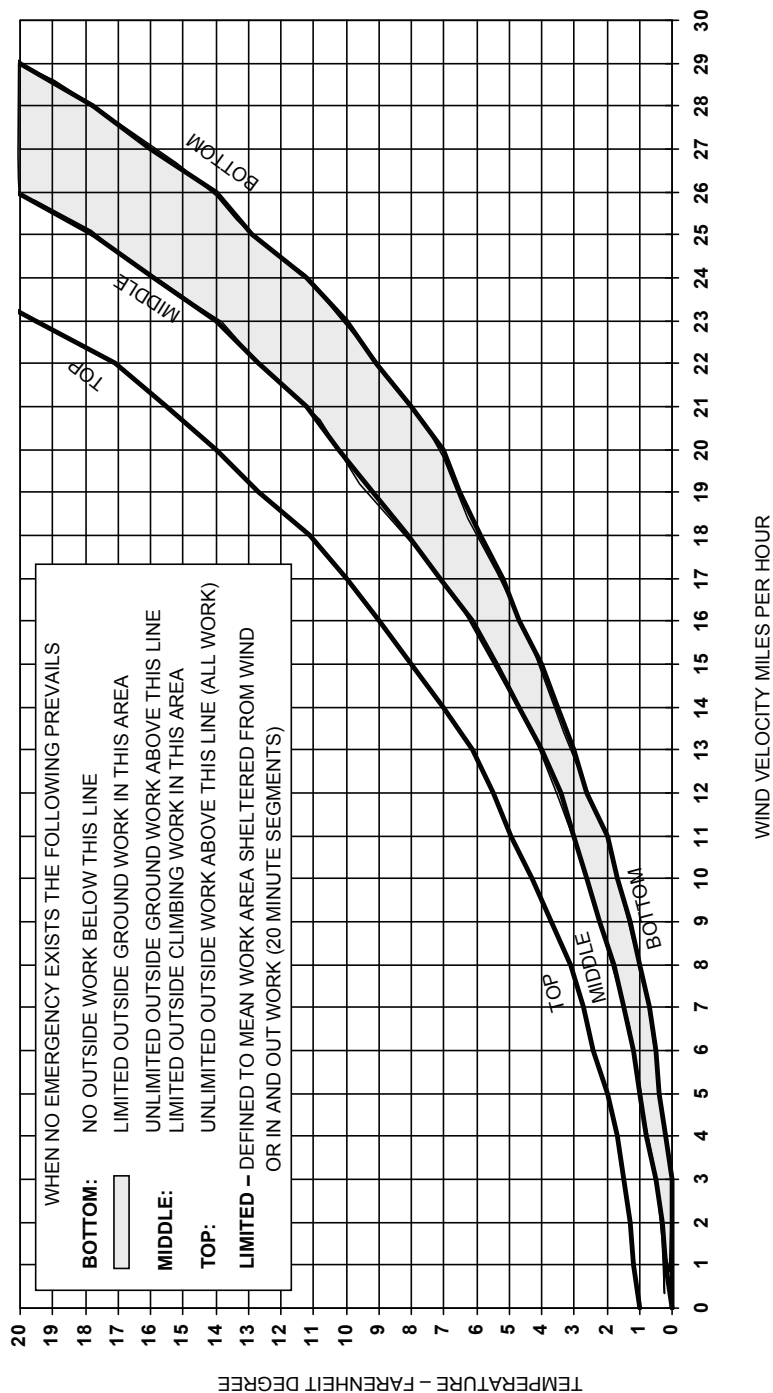


EXHIBIT F

The Articles of Administration For Apprenticeship Programs Definitions

- a. The term "Oversight Committee" shall mean a joint apprenticeship committee comprised of the Local 499 Union Business Manager, the Local 109 Union Business Manager, or their designee(s) and two (2) Company representatives, which is responsible for oversight and coordination of the General Apprenticeship Committees.
- b. The term "General Apprenticeship Committees" shall mean a joint apprenticeship committee composed of five (5) members representing the Union and five (5) members representing the Company, which is responsible for the coordination of the various apprenticeship programs at the Company. There shall be three (3) General Apprenticeship Committees: 1) Gas, 2) Electric, and 3) Generation.
- c. The term "Union" shall mean Locals 499 and 109 of the International Brotherhood of Electrical Workers.
- d. The term "Local Apprenticeship Committee" shall mean a joint Apprenticeship Committee consisting of an equal number of representatives appointed by the Union and Company for each area where Apprentices are employed.
- e. The term "Registration Agency" shall mean the Bureau of Apprenticeship and Training, U.S. Department of Labor.
- f. The term "Apprenticeship Agreement" shall mean a written agreement between the General Apprenticeship Committee and the person employed as an Apprentice; this agreement shall be registered with the Registration Agency.
- g. The term "Training Schedule" means a schedule that designates training time for each phase of training or work process.
- h. The term "Journeyman" shall mean apprentice who has satisfactorily completed an apprenticeship training program.

- i. The term “Apprentice” shall mean a person who has signed an apprenticeship agreement; began the apprenticeship program; is engaged in learning the specific trade; and is covered by this collective bargaining agreement.
- j. The term “Company” shall mean MidAmerican Energy Company.

MidAmerican Energy Company is an Equal Opportunity Employer

Section 1. GENERAL & LOCAL APPRENTICESHIP COMMITTEES

For the purpose of coordination of the various apprenticeship programs, a joint General Apprenticeship Committee shall be composed of five (5) members representing the Union which includes the Union Business Manager or their designee from each Local and five (5) members representing the Company (one [1] of whom shall be a representative of Labor Relations or their designee).

The responsibilities of this General Apprenticeship Committee are:

- a. To hear and adjust all complaints of violations of apprenticeship agreements referred to it by a Local Apprenticeship Committee. The Committee shall meet at the request of either party or by written request of an apprentice.
- b. To see that a record of each Apprentice is maintained showing work experience and progress in learning the trade and related instruction.
- c. In general, to be responsible for the successful operation of the Apprenticeship standards and schedules.
- d. Upon prior written approval from the Company, to enter into an Apprenticeship Agreement with an Apprentice.
- e. To review and revise the on-the-job “Training Schedules” when necessary.

- f. To develop, review and revise the supplemental and related training when necessary.
- g. To terminate an Apprenticeship Agreement for due cause.
- h. Issuance of completion certificates to an Apprentice.

(REVISED 2006) A representative of the Company (currently from Compliance, Training and Performance Support) will be responsible for handling the administrative details of the Apprenticeship Program in accordance with standards and procedures established and directed by the General Apprenticeship Committee in compliance with the Department of Labor rules and regulations. A Local Apprenticeship Committee shall consist of an equal number of employees selected by the Union and the Company for each apprenticeship area in which Apprentices are employed. Recommendations of these committees are subject to approval of the General Apprenticeship Committee. The responsibilities of the Local Apprenticeship Committee are:

- a. Develop and recommend Apprenticeship training standards and supplemental or related training.
- b. Recommend revisions in Apprenticeship standards and procedures as necessary.
- c. Interview and counsel Apprentices who are below standard in their work.
- d. Review and determine emphasis of individual training based on evaluations of foremen, journeymen and/or supervision who have observed the Apprentice during the evaluation period.
- e. Participate in or review the scoring of apprenticeship test.
- f. Recommend termination of an Apprenticeship Agreement for due cause.
- g. Interview Apprentices for proper placement within an apprenticeship program and make recommendations to the General Committee as may be appropriate.

For areas not having a Local Apprenticeship Committee due to location or size, two (2) Apprentice Training Coordinators may be appointed, one (1) by the Union and one (1) by the Company at the discretion of the General Apprenticeship Committee, for each apprenticeship where applicable. These Apprentice Training Coordinators will function as an extension of the Local Apprenticeship Committee for the Apprenticeship in that Division. They are responsible for coordinating apprenticeship supplementary training, issuing training materials to Apprentices, answering Apprentices' questions with regard to subject matter in the supplementary training materials and maintaining and processing necessary reports and records.

Section 2. TRAINING SCHEDULES

A Training Schedule will be prepared for each apprenticeship program. This schedule will designate training time for each phase of training or work process. The Apprentice will be given adequate opportunity to receive training time in appropriate phase or work process. The training time designated will not be restrictive but rather will be indicative of the emphasis or relative amount of time that should be spent on each phase. The total time spent on any one phase may vary with the individual, workload and amount of related instruction. Apprentices will not be restricted from advancement because of lack of training opportunities where they are otherwise substantially qualified for advancement and have passed the appropriate step tests. It is the Company's responsibility to provide on-the-job training and all effort will be made to make on-the-job training available to the Apprentice; this includes work-through and call-outs.

Apprentices should be given the opportunity to do work that they are capable and qualified of doing during the apprenticeship program.

When an employee is designated to be an instructor while conducting formal classroom training, the employee shall receive ten percent (10%) of the employee's regularly hourly rate in addition to his normal wages.

Section 3. SELECTION

In the interest of developing competent Journeymen, entrance requirements shall be as follows:

- a. The minimum age limits for entry into each apprenticeship program will be 18 years of age.
- b. Applicants for apprenticeships shall have a high school education or the equivalent (General Education Development Test).

Eligible applicants for entry into an apprenticeship will be determined by the normal bidding procedure of the Agreement between the parties.

The selection and employment of apprentices during their apprenticeship shall be without discrimination due to race, color, religion, national origin, sex, or handicap that does not limit proper performance of duties. The sponsor will take affirmative action to provide equal opportunity in apprenticeships and will operate the apprenticeship program as required under Title 29 CFR30. Apprenticeship openings will be posted at all locations, which fall under the jurisdiction of the Union Locals.

Section 4. RATIO OF APPRENTICES TO JOURNEYMEN

The ratio of Apprentices to Journeymen shall not exceed one (1) Apprentice to two (2) Journeymen. The Company reserves the right to determine the number of apprentices in each program.

Section 5. ADVANCEMENT

Advancement will be based on successfully completing all of the following: 1) written test, 2) practical tests and 3) periodic evaluations.

(NEW 2006) An Apprentice who has taken the written test, the practical tests and the periodic evaluations in any phase of the apprenticeship for the first time and does not pass one or

more of the three, is retained for additional training consistent with the Articles of Administration for Apprenticeship Programs. On this first attempt, at each phase, the Apprentice will be given all three evaluations to insure proper additional training can be structured. Upon completing the additional training, the Apprentice can be disqualified for failing to pass only one of the three assessments: the written test, the practical test or the periodic evaluations. After failing one of the three assessments, the Apprentice is not entitled to take the other two.

Section 5.1 Testing

Tests to be given Apprentices shall consist of written question and practical skill tests.

The Local Apprenticeship Committee will present test questions and revisions for each phase of an apprenticeship, and the manner in which they shall be scored, to the General Apprenticeship Committee for approval and organization into uniform tests and scores. A Union and Company representative of the Local Apprenticeship Committee will administer and score all tests. The Local Apprenticeship Committee will review all tests with the Apprentice.

The Local Committee on a regular basis will review the Apprentices' progress during the term of the apprenticeship to determine eligibility for testing and advancement to the next phase of the apprenticeship training. The Local Apprenticeship Committee shall meet to consider the Apprentices' readiness to advance and be tested immediately prior to the end of each phase.

If an Apprentice is not making satisfactory progress in the Apprenticeship Training Program, the Local Committee may recommend disqualification of the Apprentice or additional supplemental training.

An Apprentice shall become eligible to take the required test ten (10) days prior to their six (6) month anniversary date

provided the Apprentice has completed 900 hours of training during the previous six (6) months of the apprenticeship in those programs consisting of six (6) month phases and ten (10) days prior to their twelve (12) month anniversary date provided the Apprentice has completed 1800 hours of training during the previous year of the apprenticeship in those programs consisting of twelve (12) month phases.

In the event an Apprentice has not completed the necessary hours of work prior to their anniversary date, whether it is six (6) months or one (1) year, the training time may be extended. It is understood that the rules pertaining to on-the-job training hours and supplemental training may not apply in their entirety to Apprentices who experience an extended illness, injury or other extenuating circumstances. The Local Committee will consider each case separately and base its recommendation on the merits of the case. The General Committee has final approval.

If Apprentice are on leave on their anniversary date, whether it be six (6) month or twelve (12) month, they shall be tested upon return to work provided they have completed at least nine-tenths (9/10) of the required hours of training in that period of the apprenticeship.

A grade of 70% or above in all evaluation measures, including both written and practical assessment, is required to demonstrate apprenticeship proficiency and qualification.

Any employee failing to pass the required tests shall be given additional training time equal to one-half (1/2) the period to their next review date. During this period of time the Apprentice will not be permitted to do the work or receive the pay of the next higher classification of the apprenticeship.

At the completion of this additional training period, the Apprentice will be given another opportunity to pass the required tests. Upon again failing to pass the test or upon disqualification the Apprentice shall return to the classification

held previous to entering the apprenticeship and at the corresponding rate for the classification. In the event there is no active posting in the affected classification at the respective location, then the Apprentice will displace the employee most recently awarded the position in the classification at that location. They will not be allowed to again bid into that apprenticeship until it can be shown that the cause for their previous failure to complete the program has been removed, and the General Apprenticeship Committee gives approval.

Section 5.2 Periodic Evaluations

Periodic evaluations will be made by Crew Leaders, Journeymen and Supervisors within the craft who have observed the Apprentice during the evaluation period.

Periodic evaluations are reports that the Crew Leader, Journeymen and Supervisors present to the Local Committee during the Apprentice's evaluation periods either six (6) month or twelve (12) month phases.

Where the Apprentice has passed the progression tests, the General Apprenticeship Committee may use these evaluations to shorten or lengthen a specific phase upon the recommendation of the Local Committee. Such adjustment shall not lengthen any phase by more than $\frac{1}{2}$ the time of any individual phase.

No "retention" is available to an Apprentice after any re-test.

An Apprentice may receive a maximum of six (6) months' retention prior to the last phase of the apprenticeship. Any Apprentice in the final phase may receive an additional retention period equal to $\frac{1}{2}$ the time of the final phase regardless of previous retention.

In no event shall an Apprentice exceed, by means of "additional training time" or "extension" one and one-half ($1 \frac{1}{2}$) the designed apprenticeship time, i.e. four and onehalf ($4 \frac{1}{2}$) years for a three-year apprenticeship.

Section 5.3 Disqualification

(REVISED 2006) Should employees desire to disqualify themselves or bid from an apprenticeship program, they shall submit good reason to the Local Apprenticeship Committee. After review, if the Local Apprenticeship Committee approves, recommendation will be made to the General Apprenticeship Committee that the Apprenticeship Agreement for those employees be terminated. If an employee released from an apprenticeship for any reason then moves into another apprenticeship within six (6) months from date of release, and fails to complete the second apprenticeship, the employee shall be restricted from bidding into another apprenticeship for a period of twelve (12) months. The first 30 days, under Article XIII, Section 6.9, would not be considered released from an apprenticeship.

(NEW 2006) If apprentices bid and are awarded another classification, and then are disqualified or disqualify themselves from that classification, they will roll back to the classification location and shift they held immediately prior to the apprenticeship they bid from, not to the apprenticeship they left. If there is no classification to return to, the employee shall receive a bump letter.

(NEW 2006) Example 1: A Utility Operator bids and is awarded a Gas Journeyman Apprenticeship. The employee then bids and is awarded a Lineman Apprenticeship and subsequently is disqualified or disqualifies themselves from the Lineman Apprenticeship, the employee will then rollback to the Utility Operator classification.

(NEW 2006) Example 2: If a new hire is awarded an apprenticeship position and is subsequently disqualified or disqualifies themselves, they shall receive a bump letter since they have no classification to return to.

Section 6. RESTRICTION

Employees within the apprenticeship programs will not be permitted to do work or receive the pay of the next higher classification of the apprenticeship without satisfactorily

passing the required tests and evaluations.

Section 7. TRAINING REQUIREMENTS

It will not be permissible under any circumstances for an employee to bypass the Apprentice Training Program and enter a classification above the apprenticeship. Nor will it be possible, if a Journeyman vacancy exists, for an employee to become a Journeyman prior to completion of the term of the apprenticeship training and satisfactorily passing of all test requirements. Unless he can display, together with passing of the Journeyman examination, given by the Local Apprenticeship Committee, prior to the award of the position, qualifications and experience equivalent to those required for satisfactory completion of the Apprenticeship Training Program.

Exception – In those apprenticeship programs where an agreement is made between the General Apprenticeship Committee and the Local Apprenticeship Committee to give credit in lieu of training for a specified time spent in another classification; or for qualification and equivalent experience obtained in another classification, or for completion of an accelerated training course and the satisfactory passing of test requirements, it will be possible to become a Journeyman in less than the time of an apprenticeship schedule.

Section 8. TRAINING RECORDS

(REVISED 2006) A record system will be established which provides for records being kept on a weekly basis by the Apprentices with provisions being made for a breakdown of the various items that the Apprentice is to cover in the Apprenticeship Program. This system will provide for tabulating on-the-job training received by the Apprentice. The Apprentice will record the number of hours of training received in each area of training each day on a weekly training report. Upon receipt of the weekly report, the Local Committee will prepare a summary, copies of which shall be provided to the Apprentice, the Supervisor and the Company (currently

from Compliance, Training and Performance Support). The apprenticeship summary report will serve as a guide for the Apprentice's Supervisor in assigning work in all phases of training set out in the Apprenticeship standards. The Apprentice's Crew Leader, Journeyman or Apprenticeship Instructor will initial this report.

At regular intervals the Supervisor, Crew Leader, Journeyman and Apprentice Instructor for whom the Apprentice is working shall fill out an Apprentice Evaluation of the Apprentice in regard to progress, cooperativeness, initiative, dependability and other pertinent characteristics.

A record of supplemental training dates and completion will be maintained. A record of test scores, quizzes and hands-on practical evaluations will be maintained by the Local Committee.

The General and Local Committees shall have access to the various training records dealing with the Apprentice's progress. Deficiencies reported or observed shall be discussed with the Apprentice at the earliest practical time.

Section 9. SUPPLEMENTARY TRAINING & RELATED TRAINING

Section 9.1 Each Apprentice will take supplementary training or related instruction by attending area colleges, vendor training or seminars, taking correspondence courses, inhouse classrooms (being instructed by Union- and/or Company-appointed instructors) or any other educational opportunity during the term of this apprenticeship. The minimum hours of supplemental or related training will be 72 hours per six (6) month phase or 144 hours per twelve (12) month phase. The Local Committee with General Apprenticeship Committee approval, on the basis of their applicability will select the courses for each apprenticeship.

The General Apprenticeship Committee may give related training credit to Apprentices if they demonstrate that they

possess the educational knowledge, practical ability and present documentation of such.

(REVISED 2006) If a prescribed supplementary or related instruction course is not available, the General Apprenticeship Committee may select another job-related course.

Supplemental training may be developed and administered by the Local Apprenticeship Committee with the General Apprenticeship Committee's approval.

Apprentices may complete some of their supplemental training in approved correspondence schools. The school will determine the satisfactory completion of this supplementary training or related instruction.

Time spent by an Apprentice in supplementary training or related instruction shall not be considered as hours of work and shall not be paid for unless the Apprentice is required and/or allowed by the Company to attend classes during regular hours of work.

The Company, however, will pay, on behalf of Apprentices covered by this Agreement, registration fees and/or tuition required in connection with related training under an Apprenticeship Program, but not to exceed 144 hours of training per year. Apprentices will not be given certificates of completion of apprenticeship until they have completed their supplemental and related training schedule as approved by the General Apprenticeship Committee.

Section 9.2 Credit for Prior Education or Experience
Applicants who have had previous experience may be granted appropriate advance standing upon recommendation of the Local Apprenticeship Committee and approved by the General Apprenticeship Committee.

Section 10. TRAINING RESPONSIBILITY

The primary responsibility for training the Apprentice rests with Supervision; however, the Journeyman shall make every effort to explain, show and instruct the Apprentice in their day-to-day relationship. The Apprentice shall be provided a diversity

of training or work opportunities as qualified.

Section 11. APPRENTICE WAGES

Section 11.1 Apprentices shall be paid a progressively increasing schedule of wages based on the rate paid to Journeymen in accordance with the Collective Bargaining Agreement between the Company and the Union.

Section 11.2 (*NEW 2006*) When bidding into an apprenticeship, the successful bidder will receive a wage of at least the rate of the classification they are leaving, but in no case

will that rate be more than 90% of the journeyman rate they are bidding into. The successful bidder will be placed at the designated rate stated above until the appropriate phase for that classification exceeds the designated rate. The apprentice will then fall into the regular phase schedule. All employees who fall under this section will also receive all general increases.

Section 11.3 (*NEW 2006*) Employees shall be covered under

Section 11.2 one time during their career or until they complete an apprenticeship. If an employee fails to complete an apprenticeship, they shall go to the start rate of the next apprenticeship they enter. Once the employee completes the apprenticeship, they shall be reinstated under Section 11.2.

Section 12. APPRENTICE TRAINING AGREEMENT

Every Apprentice will be required to sign an Apprentice Training Agreement if the Apprentice Training Agreement is registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor. The General Apprenticeship Committee will notify the Registration Agency of new registrations, new hires, cancellations, and completions.

The following shall receive copies of the Apprenticeship Training Agreement when properly filled out:

- a. The Apprentice

- b. The Registration Agency
- c. The Company
- d. The General Apprenticeship Committee

Section 13. COLLECTIVE BARGAINING AGREEMENT

Nothing in these standards or any decision hereunder shall be interpreted as contrary to or conflicting with the present or subsequent collective bargaining agreements. No section of these standards shall be considered to be in violation of the laws of the applicable state or the United States.

Section 14. SAFETY AND HEALTH TRAINING

The Employer shall instruct the Apprentice in safe and healthful work practices and shall insure that the Apprentice is trained in facilities and other environments that are in compliance with either the Occupational Safety and Health Standards promulgated by the Secretary of Labor under Public Law 91-596, dated December 29, 1970, or state standards that have been found to be at least as effective as the federal standards.

EXHIBIT G

IBEW 499 - 2009 Grandfathering

The following are exceptions to the 2009 Labor Agreement

Electric Serviceman (Local 499 South-Former Des Moines, Southeast, and Southwest, Council Bluffs)

Grandfathered Electric Serviceman (Local 499 SE) on the date of ratification shall continue as Journeyman Linemen pursuant to Exhibit A in the Agreement but will continue to perform service orders consistent with work performed under the former Electric Serviceman job description. While the work orders for a "grandfathered" Electric Serviceman will remain largely unchanged, they will be expected to perform some limited crew work. Such limited crew work will not be performed on more than an occasional basis.

The company and the union will meet to address their mutual interests in revisiting the Electric Serviceman job classification. The meetings shall commence on or before July 1, 2009 and a decision reached no later than December 31, 2009.

Locator (Local 499 North)

Grandfathered Locators in the Locator/Leak Surveyor classification shall continue to perform the duties of the former Locator classification as primary duties. The affected employees will be afforded the opportunity to receive leak inspector training and perform leak inspector duties.

Leak Inspector (Local 499 North)

Grandfathered Leak Inspectors in the Locator/Leak Surveyor classification shall continue to perform the duties of the former Leak Inspector classification as primary duties. The affected employees will be afforded the opportunity to receive locator training and perform locator duties.

Electrician Helper (Local 499N)

Grandfathered Electrician Helpers shall continue to perform the duties of the former Electrician Helper classification in the Substation group.

Certified Pipeline Welder formerly know as Pipeline Welder (SG)

The Grandfathered Pipeline Welders in the Certified Pipeline Welder Classification shall continue to be paid the same base wage as the Foreman-Gas.

Des Moines Weld Shop

For the duration of this Agreement the Certified Welders at Des Moines Two Rivers Gas will continue to report to the Des Moines Two Rivers Gas Weld Shop as their reporting location.

Distribution Technician

No more than a total of twenty (20) Distribution Technician positions will be filled during the term of this Agreement. In the event that additional Distribution Technician positions are needed the Company understands the MEW is willing to discuss the matter, but no additional positions will be added without agreement.

Combination Serviceman

The Company will not vacate and post as a means of filling this position.

Generation Advancement

- Instrument and Electrical Technician

Generation employees will be afforded an opportunity to advance to the following classifications based upon the terms below:

- Mechanic
- Mechanic Welder
- Mechanic Welder Certified
- Machinist Mechanic Welder
- Machinist Mechanic Welder Certified
- Electrical Technician
- Instrument Technician

Employees holding the above classifications immediately following ratification will be afforded the opportunity to advance to a higher but related classification described in the progression lines below, without the obligation of successfully bidding and being awarded said classification.

Mechanic Progression Line

- Mechanic
- Mechanic Welder
- Machinist Mechanic Welder

Welder Progression Line

- Mechanic Welder Certified
- Machinist Mechanic Welder Certified

Electrical Technician Progression Line

- Electrical Technician
- Instrument and Electrical Technician

Instrument Technician Progression Line

- Instrument Technician
- Instrument/Electrical Technician

Employees wishing to advance, will be expected to provide notice to their supervisor in writing and identify the classification in the progression line above to which they wish to advance. Employees giving notice will receive the new wage for the classification on the date of assignment and will be expected to demonstrate the essential skills of the new classification. If the employee requests training on the added skills, the Company will provide the training and will not require the employee to demonstrate the added skills until their training is completed. If the employee fails to demonstrate the added skills, the employee will be moved back to the previous classification with wages concurrent with that classification.

Sick Leave Pay-out at Retirement

499 Southern Electric and Clerical employees, active on the date of ratification shall maintain their present payout formula of their accrued and unused sick leave.

Four Hour Vacation

499 Southern Electric, Southern Gas, North and Clerical employees may schedule vacation, subject to supervisor approval, in four-hour increments.

Temporary Employees

Temporary Employees will not be assigned to work as journeyman.

Non-Apprenticeship Steps

Clerical Unit employees will continue to advance under the six steps previously existing under their predecessor agreement.

All other non-apprenticeship classifications shall advance under a two-step progression, 90% at hire and 100% after six months.

New A and C shifts

Employees in the classification as of the date of ratification of the 2009 labor agreement shall not be subject to their position being vacated to fill one of the new A or C shifts.

Changing Work Groups at Neal and Walter Scott Energy Centers

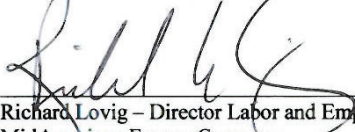
At WSEC and Neal Energy Center, employees will be allowed to pick the crew on which they wish to work when a vacancy exists based upon seniority. At WSEC and Neal Energy Center, rotating shift employees who move to a different crew in their same classification at the same location will not be allowed to move back to their old crew within the 30 days contained in Section 6.9. Employees picking a unit at these two energy centers will also have thirty days to return to their former unit with ten (10) days notice to the Company. This portion of the Local 499 Grandfather letter applies to Article XIII, Section 6.9 of the collective bargaining agreement.

Wind Technicians:

Employees in the classifications of Wind Turbine Technician and the Wind Turbine Technician-Crew Leader as of the date of ratification shall not be subject to being vacated.

Accepted this 2 day of ^{June} ~~May~~ 2009 ^{P.K.}


Don Krause, Business Manager IBEW Local 499


Richard Lovig – Director Labor and Employee Relations
MidAmerican Energy Company

IBEW 109 - 2009 "Grandfathering"

The following are exceptions to the 2009 Labor Agreement.

Journeyman Storekeepers

Employees working as journeyman storekeepers at the time of ratification of the 2000 labor agreement shall be protected from bumping by a more senior employee who has not worked as a journeyman storekeeper prior to exercise of the bump.

Distribution Technician

No more than a total of twenty (20) Distribution Technician positions will be filled during the term of this agreement. In the event that additional Distribution Technician positions are needed the Company understands the IBEW is willing to discuss the matter, but no additional positions will be added without agreement.

Combination Serviceman

No more than a total of twenty (20) Combination Serviceman positions will be filled during the term of this agreement in the traditional Local 109 service territory. The Company will not vacate and post as a means of filling this position. In the event that additional Combination Serviceman positions are needed the Company understands the IBEW is willing to discuss the matter, but no additional positions will be added without agreement.

Holiday Pay, Deferral and Vacation

Rotating shift employees shall have ten (10) fixed holidays; non-rotating shift employees shall have eight (8) fixed holidays and two (2) floaters. At the beginning of the vacation year, rotating shift employees will have the option of scheduling the holiday leave in lieu of receiving holiday pay for recognized holidays for that year. If they choose not to take a deferred holiday, the employee would receive holiday pay on the recognized holiday. For non-rotating shift employees who work eight (8) hours or more on a recognized holiday, they shall have the option of receiving holiday pay or deferring the holiday absence to a date later in the vacation year.

Vacation

Active employees as of the date of ratification of the 2000 collective bargaining agreement shall maintain their vacation accrual as set forth in Article XI of the 1998-1999 109 Labor Agreement. All new employees will go to the new vacation schedule and accruals.

Generation Advancement

Generation employees will be afforded an opportunity to advance to the following classifications based upon the terms below:

- Mechanic
- Mechanic Welder
- Mechanic Welder Certified
- Machinist Mechanic Welder
- Machinist Mechanic Welder Certified
- Electrical Technician
- Instrument Technician
- Instrument and Electrical Technician

Employees holding the above classifications immediately following ratification will be afforded the opportunity to advance to a higher but related classification described in the progression lines below without the obligation of successfully bidding and being awarded said classification.

Mechanic Progression Line

- Mechanic
- Mechanic Welder
- Machinist Mechanic Welder

Welder Progression Line

- Mechanic Welder Certified
- Machinist Mechanic Welder Certified

Electrical Technician Progression Line

- Electrical Technician
- Instrument and Electrical Technician

Instrument Technician Progression Line

- Instrument Technician
- Instrument/Electrical Technician

Employees wishing to advance will be expected to provide notice to their supervisor in writing and identify the classification in the progression line above to which they wish to advance. Employees giving notice will receive the new wage for the classification on the date of assignment and will be expected to demonstrate the essential skills of the new classification. If the employee requests training on the added skills, the company will

provide the training and will not require the employee to demonstrate the added skills until their training is completed. If the employee fails to demonstrate the added skills the employee will be moved back to the previous classification with wages concurrent with that classification.

Temporary Employees

Temporary Employees will not be assigned to work as journeyman.

Non-Apprenticeship Steps

All non-apprenticeship classifications shall advance under a two-step progression, 90% at hire and 100% at six months.

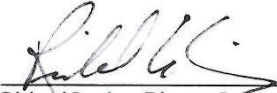
New A and C shifts

Employees in the classification as of the date of ratification of the 2009 labor agreement shall not be subject to their position being vacated to fill one of the new A or C shifts.

Accepted this 29TH day of May 2009



Gary Greubel – Business Manager IBEW Local 109

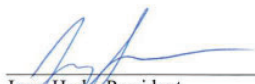


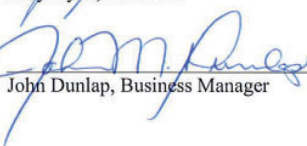
Richard Lovig – Director Labor and Employee Relations
MidAmerican Energy Company

IN WITNESS: Ratification of the April 7, 2022, offer for a labor agreement for a period of five years to expire April 30, 2027, occurred on April 22, 2022. Come now the duly authorized representatives of the parties in final execution of these documents.

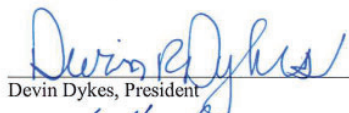
Executed this 29th day of April, 2022.

For Local Union 499 of the International Brotherhood of Electrical Workers:

By: 
Jerry Hyde, President

By: 
John Dunlap, Business Manager

For Local Union 109 of the International Brotherhood of Electrical Workers:

By: 
Devin Dykes, President

By: 
Kyle Holub, Business Manager



For MidAmerican Energy Company:

By: 
Ryan Sawyer, Vice President, Human Resources

By: 
Brad DeBoer, Human Resources Business Partner