

SECTION 285.305  
General Information Requirements Applicable to All Utilities Subject to this Part  
Utility: MidAmerican Energy Company  
Docket No. 09 -

Subpart (f)  
Labor Contracts  
Individual Responsible: Rick Tunning

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<b>Union</b>	<b>Contract</b>	<b>Expiration Date</b>	<b>Number of Employees</b>
IBEW 499 & 109 – Iowa & Illinois	See Attachment 1	04/30/2012	1108 & 468
IBEW 499 – Fort Madison, IA	See Attachment 2	08/31/2011	6
USW 738 – South Dakota	See Attachment 3	09/30/2010	55

**COLLECTIVE  
BARGAINING AGREEMENT**

MIDAMERICAN ENERGY COMPANY

And

INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS

LOCALS 499 & 109

May 01, 2009 – April 30, 2012

This is a draft copy that was signed on May 1, 2009, by the International Brotherhood of Electrical Workers Locals 499 & 109. MidAmerican Energy Company has not received the official signed copy from the union.

## ***PREFACE***

This Agreement, dated May 01, 2009, 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.

**Draft Subject to Union Review**

## **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)* 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 need to be attached to the CBA as in Exhibit G.

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.

**(NEW 2009) Section 2.4 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 the 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 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 I

## *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)** 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, 2009, and shall continue in full force and effect until midnight April 30, 2012.

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 6. AGREEMENT BOOKS

Section 6.1 *(NEW 2006)* Agreement books will be printed in house by IBEW Local 199 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.

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## *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 2 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.

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## 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.

**Draft Subject to Union Review**

## 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.

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.

#### 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

**Draft Subject to Union Review**

## **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 without pay. Normally, such request will be made at least twenty-four (24) hours in advance.

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.

**Draft Subject to Union Review**

## *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.

*Draft Subject to Union Review*

## **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 callouts 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 of 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.

Article X

#### 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 circumstances 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.

### Article X

## 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 contract 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.

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 6. ***(REVISED 2009)*** MEALS

Section 6.1 ***(REVISED 2009)*** When it is necessary that employees work outside their regular schedule and work past midnight, 6:00 AM, Noon, 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)** Shift work employees continuing to work after the completion of their regular shift will be entitled to a meal when they work more than two (2) hours past their regular quitting time and every six (6) hours thereafter. Employees working 12-hour schedules will be eligible for a meal when they work more than one (1) hour past the end of their shift and every six (6) hours thereafter.

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.**

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## **ARTICLE XI**

### **JOB SECURITY**

#### **Section 1. JOB SECURITY**

Section 1.1 Each employee covered under this Agreement, who is active on the payroll on the date of ratification, 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. Both the Company and the IBEW 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 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.

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## 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 15<sup>th</sup> and July 15<sup>th</sup>** 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

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 on 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.

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 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.

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

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

<b>SENIORITY UNITS</b>	
<b>LOCAL 499</b>	<b>LOCAL 109</b>
<b>South Central Unit</b> Des Moines (includes Adel, Altoona, Ankeny, Colfax, Indianola, Norwalk, Perry, Stuart and Winterset)	<b>Iowa-Illinois Unit</b> Riverside, Louisa, Quad Cities & Sherrard
<b>Southeast Unit</b> Knoxville, Monroe, New Sharon and Oskaloosa	<b>Cedar Rapids Unit</b>
<b>Southwest Unit</b> 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.	<b>Ft. Dodge Unit</b>
<b>Northeast Unit</b> Nashua, Clarksville, Plainfield, Shell Rock, Allison, Charles City, Hampton, Sheffield, Ackley, Rockwell, Dumont, Parkersburg, Waterloo, Jesup, Independence, and Waverly	<b>Iowa City Unit</b>
<b>Northwest Unit</b> Sioux City, Neal Complex, Jefferson, LeMare, Yankton, Sheldon, Canton, Rock Valley, Vermillion, Beresford, Merville, Sloan, Marcus, Alcester, Ireton and Kingsley	<b>Ottumwa Unit</b>
<b>North Central Unit</b> Dunlap*, Carroll, Elk Horn, Audubon, Storm Lake, Ida Grove, Sutherland, Cherokee, Humboldt, Emmetsburg, Lake City, Clarion, Rockwell City, Eagle Grove, Sac City, and Algona	

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

Section 5.7 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)** 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 thirty (30) days for any reason with ten (10) days notice to the Company. During the first thirty (30) 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)** 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 thirty (30) 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)** If an employee is returned, or voluntarily returns to the employee's former classification, position, schedule, location or department within thirty (30) 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 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 or 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.

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## 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 2000**) 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

Article XIV

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.

Article XIV

- 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.

### Article XIV

## 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

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.

Article XIV

- (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.

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## *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.

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## 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:
  - i. An annual stipend of \$50.00 for Protective toe shoes.
  - ii. Smocks and other fire-retardant cover-ups that are required by Safety Rules and meet OSHA standards.
  - iii. Safety eyewear as provided by the "Safety Prescription Eyewear Program".
  - iv. *(REVISED 2006)* Where required, the initial five (5) flame retardant shirts will be provided by the Company. Thereafter, an annual stipend will be provided to those employees required to wear flame-retardant apparel. Effective January 1, 2007, employees eligible for a \$150 stipend on the date of ratification will be provided a stipend of \$200; those employees receiving a \$250 stipend will be provided a \$300 stipend.
  - v. *(NEW 2006)* Any unused annual FR clothing stipend will be added to the next year's stipend but shall not exceed a balance equal to twice the annual FR clothing stipend.
- c. 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.

#### 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.

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## *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 on 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:

*(REVISED 2006)* On-call schedules, by classification and work center, will be posted and completed no later than January 1<sup>st</sup> 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 1<sup>st</sup>. 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.

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

Section 6.8 **(REVISED 2009)** 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.

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 **(REVISED 2009) When the Vice President, Delivery Services, or his designee notifies an employee that they are covered under this section the employee will be paid at the rate of 1.75 times their regular rate for all hours until floating fatigue is cancelled and the employee has returned to their normal reporting location. This section shall apply in cases when Company employee(s) provide internal or external mutual assistance services off the Company's property, when the Company deems necessary, or after 48 hours for storm restoration if not previously implemented.**

Section 9.2 **(NEW 2009) Floating Fatigue work schedules will be 16 hours work and 8 hours rest.**

Section 9.3 **(REVISED 2009) When an employee(s) works more than 16 hours, in order to provide an employee with a full 8 hour rest period, the employee(s) shall work a shortened shift (less than 16 hours). The shortened shift shall follow the full 8 hour rest period. Any hours worked in excess of 16 hours, or Sundays and holidays shall be paid at the applicable double time rate. The rest period shall be at the 1.75 rate under Section 9.1.**

Section 9.4 **(REVISED 2009) When the Vice President, Delivery Services, or his designee informs employees the floating fatigue has been cancelled, the employee shall be paid at the rate of 1.75 times the employees' regular rate until the employees return to their regular reporting location. If the employee has worked sufficient hours to qualify under Article XVIII, Section 9.1 that Section shall apply.**

**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 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)** The A-Shift premium will be \$.81/hour and the C-Shift premium will be \$.67/hour. Shift premiums will increase annually by the same percentage as the general wage increase.

	2008	2009	2010	2011
"A" Shift	<b>\$.85</b>	<b>\$.86</b>	<b>\$.88</b>	<b>\$.90</b>
"C" Shift	<b>\$.71</b>	<b>\$.72</b>	<b>\$.73</b>	<b>\$.74</b>

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.

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**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 (NEW 2009)** 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	1-1-2009	7-1-2009	1-1-2010
Employee	10%	15%	20%
Employer	90%	85%	80%

**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 1.2** 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, 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)** 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.

**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  $\geq 50$  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 Regular full-time and regular part-time employees will observe the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve day, Christmas Day. Additionally, regular full-time employees will receive two (2) floating holidays. 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 If Christmas Eve day falls on a Sunday or if a holiday falls on a Saturday, a regular employee will receive an additional floating holiday. Holidays that fall on a Sunday are observed on the Monday after the holiday.

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 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	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 4.5** 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 (15<sup>th</sup>) 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 (16<sup>th</sup>) 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 1<sup>st</sup> 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 extend 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)** 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.

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 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 year unused vacation, provided such carry-over is used by March 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.

Article XX

**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 31<sup>st</sup> 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 4.11 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 A regular employee shall be granted a leave, 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 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 the disability continues. For the period such regular employee is paid, the 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 11.4 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, lay off, 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.

#### Article XX

**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** The Company will match employee contributions at a rate of sixty-five percent (65%) 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.

Section 15. (NEW 2006) 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.

- 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. 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 MEO medical premiums, and participants will be responsible for the full cost of medical premiums thereafter at the applicable group 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 group plan 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, the participant may choose between a percentage of premium option or a life annuity. These options are described in paragraph h below.

Article XX

- 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. The election will continue until the account is exhausted or the election is changed during an annual open enrollment. 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 the Company retiree medical premiums 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.
- k. Retiree life insurance will be \$10,000 for each participant.
- l. The terms and conditions for establishing a Retiree Medical Account will become effective July 1, 2006.

## Section 16 (*NEW 2009*) 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.
- The Company’s contribution is determined by the highest cost medical plan option and resets when you or your dependent reaches age 65.

Article XX

EXHIBIT A - JOB DESCRIPTION	5/1/2009	5/1/2010	5/1/2011
Crew Leader - Electric	\$33.67	\$34.26	\$34.94
Sub. Elec. Crew Leader	\$33.67	\$34.26	\$34.94
SS. Elec.-Tech. & Crew Leader	\$34.58	\$35.19	\$35.89
Underground Crew Leader	\$33.67	\$34.26	\$34.94
Cable Splicer Crew Leader	\$33.67	\$34.26	\$34.94
Electrician Crew Leader	\$33.67	\$34.26	\$34.94
Substation Electrician Apprentice			
1st 6 months	\$23.60	\$23.60	\$24.07
2nd 6 months	\$23.77	\$24.19	\$24.67
3rd 6 months	\$24.37	\$24.80	\$25.29
4th 6 months	\$24.99	\$25.43	\$25.94
5th 6 months	\$25.55	\$25.99	\$26.51
6th 6 months	\$26.17	\$26.62	\$27.16
7th 6 months	\$27.34	\$27.82	\$28.38
8th 6 months	\$28.54	\$29.04	\$29.62
Substation Electrician Journeyman	\$29.72	\$30.24	\$30.84
Substation Electric Technician Apprentice			
1st 6 months	\$25.36	\$25.81	\$26.32
2nd 6 months	\$26.00	\$26.46	\$26.99
3rd 6 months	\$26.63	\$27.10	\$27.64
4th 6 months	\$27.30	\$27.78	\$28.34
5th 6 months	\$27.94	\$28.43	\$29.00
6th 6 months	\$28.60	\$29.10	\$29.69
7th 6 months	\$29.89	\$30.41	\$31.02
8th 6 months	\$31.21	\$31.76	\$32.39
Substation Electric Technician	\$32.50	\$33.07	\$33.73

Draft Subject to Union Review