

Electric Meter Technician Apprentice			
1st 6 months	\$22.54	\$22.54	\$23.40
2nd 6 months	\$23.11	\$23.52	\$23.99
3rd 6 months	\$23.69	\$24.10	\$24.59
4th 6 months	\$24.29	\$24.71	\$25.21
5th 6 months	\$24.84	\$25.27	\$25.78
6th 6 months	\$25.44	\$25.88	\$26.40
7th 6 months	\$26.58	\$27.05	\$27.59
8th 6 months	\$27.75	\$28.24	\$28.80
Electric Meter Technician	\$28.91	\$29.41	\$30.00
Journeyman - Lineman Apprentice			
1st 6 months	\$23.40	\$23.81	\$24.28
2nd 6 months	\$23.99	\$24.41	\$24.90
3rd 6 months	\$24.62	\$25.05	\$25.56
4th 6 months	\$25.18	\$25.62	\$26.14
5th 6 months	\$25.81	\$26.26	\$26.79
6th 6 months	\$26.39	\$26.85	\$27.39
7th 6 months	\$27.59	\$28.07	\$28.63
8th 6 months	\$28.80	\$29.30	\$29.89
Journeyman - Lineman	\$29.99	\$30.52	\$31.13
Cable Splicer Apprentice			
1st 6 months	\$22.97	\$23.37	\$23.84
2nd 6 months	\$23.57	\$23.98	\$24.46
3rd 6 months	\$24.15	\$24.57	\$25.06
4th 6 months	\$24.74	\$25.17	\$25.67
5th 6 months	\$25.35	\$25.80	\$26.31
6th 6 months	\$25.90	\$26.36	\$26.88
7th 6 months	\$27.09	\$27.56	\$28.12
8th 6 months	\$28.27	\$28.76	\$29.34
Cable Splicer	\$29.46	\$29.97	\$30.57

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Distribution Technician - Apprentice			
1st 6 months	\$22.70	\$23.09	\$23.55
2nd 6 months	\$23.24	\$23.45	\$24.12
3rd 6 months	\$24.30	\$24.72	\$25.22
4th 6 months	\$25.36	\$25.81	\$26.32
Distribution Technician	\$26.39	\$26.85	\$27.39
Utility Operator Start			
1st 6 months	\$21.77	\$22.15	\$22.60
Utility Operator	\$24.48	\$24.60	\$25.09
Crew Leader - Gas	\$30.60	\$31.14	\$31.76
Journeyman Gas Apprentice			
1st 6 months	\$21.73	\$22.11	\$22.55
2nd 6 months	\$22.25	\$22.64	\$23.09
3rd 6 months	\$22.78	\$23.18	\$23.64
4th 6 months	\$23.31	\$23.72	\$24.20
5th 6 months	\$24.37	\$24.80	\$25.29
6th 6 months	\$25.45	\$25.89	\$26.41
Journeyman - Gas	\$26.51	\$26.98	\$27.52
Journeyman Welder Apprentice			
1st 6 months	\$21.97	\$22.36	\$22.81
2nd 6 months	\$22.53	\$22.93	\$23.39
3rd 6 months	\$23.07	\$23.47	\$23.94
4th 6 months	\$23.64	\$24.05	\$24.53
5th 6 months	\$24.18	\$24.60	\$25.09
6th 6 months	\$25.27	\$25.72	\$26.23
7th 6 months	\$26.36	\$26.82	\$27.36
8th 6 months	\$27.39	\$27.87	\$28.43
Journeyman Welder	\$27.48	\$27.96	\$28.52
Certified Pipeline Welder	\$28.54	\$29.04	\$29.62

Draft Subject to Union Review

Combination Lineman / Serviceman	\$31.04	\$31.58	\$32.21
Combination Serviceman	\$27.45	\$27.93	\$28.48
	\$0.00	\$0.00	\$0.00
Tool & Equipment Repair Technician	\$26.30	\$26.76	\$27.29
Serviceman - Gas Apprentice			
1st 6 months	\$22.51	\$22.91	\$23.36
2nd 6 months	\$23.06	\$23.46	\$23.93
3rd 6 months	\$23.61	\$24.02	\$24.50
4th 6 months	\$24.15	\$24.57	\$25.06
5th 6 months	\$25.24	\$25.68	\$26.20
6th 6 months	\$26.34	\$26.80	\$27.34
Serviceman - Gas	\$27.45	\$27.93	\$28.48
Meter & Control Technician Apprentice			
1st 6 months	\$22.11	\$22.49	\$22.94
2nd 6 months	\$22.66	\$23.06	\$23.52
3rd 6 months	\$23.24	\$23.65	\$24.12
4th 6 months	\$23.80	\$24.22	\$24.70
5th 6 months	\$24.37	\$24.80	\$25.29
6th 6 months	\$24.93	\$25.36	\$25.87
7th 6 months	\$26.08	\$26.53	\$27.06
8th 6 months	\$27.19	\$27.67	\$28.22
Meter & Control Technician	\$28.33	\$28.82	\$29.40

Draft Subject to Union Review

Regulator Technician Apprentice			
1st 6 months	\$22.51	\$22.41	\$23.36
2nd 6 months	\$23.06	\$23.46	\$23.93
3rd 6 months	\$23.61	\$24.02	\$24.50
4th 6 months	\$24.15	\$24.57	\$25.06
5th 6 months	\$25.24	\$25.68	\$26.20
6th 6 months	\$26.34	\$26.80	\$27.34
Regulator Technician	\$27.45	\$27.93	\$28.48
Gas Meter Technician Start			
1st 6 months	\$22.40	\$22.79	\$23.25
Gas Meter Technician	\$24.88	\$25.31	\$25.82
	\$0.00	\$0.00	\$0.00
Locator / Leak Surveyor	\$25.21	\$25.65	\$26.17
Non-Rotating			
LNG / Propane Plant Technician Start			
1st 6 months	\$25.50	\$25.94	\$26.46
LNG / Propane Plant Technician	\$28.33	\$28.82	\$29.40
Rotating			
LNG / Propane Plant Technician Start			
1st 6 months	\$26.62	\$27.09	\$27.63
LNG / Propane Plant Technician *	\$29.47	\$29.98	\$30.58
Tree Trimmer Working Crew Leader	\$29.11	\$29.62	\$30.21
Tree Trimmer Start			
1st 6 months	\$22.95	\$23.35	\$23.82
Tree Trimmer	\$25.49	\$25.93	\$26.45

Draft Subject to Union Review

Crew Leader - Garage	\$29.66	\$30.78	\$30.78
Garage Mechanic Apprentice			
1st 6 months	\$20.77	\$21.13	\$21.55
2nd 6 months	\$21.29	\$21.67	\$22.10
3rd 6 months	\$21.83	\$22.21	\$22.66
4th 6 months	\$22.35	\$22.74	\$23.20
5th 6 months	\$22.90	\$23.30	\$23.77
6th 6 months	\$23.43	\$23.83	\$24.30
7th 6 months	\$24.17	\$24.90	\$25.40
8th 6 months	\$25.54	\$25.98	\$26.50
Garage Mechanic	\$26.61	\$27.08	\$27.62
Storekeeper Start			
1st 6 months	\$22.15	\$22.53	\$22.99
Storekeeper	\$24.62	\$25.05	\$25.56
Crewleader - Storekeeper	\$28.30	\$28.79	\$29.37
Meter Utility Person Start			
1st 6 months	\$21.97	\$22.36	\$22.81
Meter Utility Person	\$24.41	\$24.84	\$25.33
Rubber Goods/Hot Line Tool Tester	\$23.59	\$24.00	\$24.48
Laborer	\$20.55	\$20.91	\$21.33
Meter Reader Start - Tier II			
1st 6 months	\$12.87	\$13.10	\$13.36
2nd 6 months	\$14.79	\$15.05	\$15.35
Meter Reader Tier II Thereafter	\$16.73	\$17.02	\$17.36
Meter Reader	\$19.90	\$20.25	\$20.66
	\$23.44	\$23.85	\$24.32

Draft Subject to Union Review

	\$21.23	\$21.61	\$22.04
Equipment Operator Steps Local 499			
1st 6 months	\$26.98	\$27.45	\$28.00
2nd 6 months	\$29.98	\$30.51	\$31.12
Equipment Operator*	\$29.98	\$30.51	\$31.12
Equipment Operator Apprentice Local 109			
1st 6 months	\$25.93	\$26.39	\$26.91
2nd 6 months	\$26.53	\$27.00	\$27.54
3rd 6 months	\$27.09	\$28.16	\$28.73
4th 6 months	\$28.84	\$29.34	\$29.93
Equipment Operator*	\$29.98	\$30.51	\$31.12
Assistant Unit Operator Steps Local 499			
1st 6 months	\$27.44	\$27.92	\$28.47
2nd 6 months	\$30.48	\$31.01	\$31.63
Assistant Unit Operator*	\$30.48	\$31.01	\$31.63
Assistant Unit Operator Apprentice Local 109			
1st 6 months	\$28.04	\$28.54	\$29.11
2nd 6 months	\$29.27	\$29.78	\$30.38
Assistant Unit Operator*	\$30.48	\$31.01	\$31.63
Unit Operator*	\$32.23	\$32.79	\$33.45
Non-Rotating			
Fuel Handling Crew Leader	\$28.99	\$29.50	\$30.09
Rotating			
Fuel Handling Crew Leader*	\$30.09	\$30.62	\$31.23

Draft Subject to Union Review

Non-Rotating			
Fuel Handling Technician Steps Local 499			
1st 4 months	\$23.92	\$24.34	\$24.83
2nd 4 months	\$26.57	\$27.04	\$27.58
Fuel Handling Technician	\$26.57	\$27.04	\$27.58
Rotating			
Fuel Handling Technician Steps Local 499			
1st 4 months	\$24.88	\$25.36	\$25.87
2nd 4 months	\$27.31	\$28.19	\$28.76
Fuel Handling Technician*	\$27.71	\$28.19	\$28.76
Non-Rotating			
Fuel Handling Technician Apprentice Local 109			
1st 6 months	\$23.39	\$23.79	\$24.27
2nd 6 months	\$24.45	\$24.88	\$25.38
3rd 6 months	\$25.51	\$25.95	\$26.47
Fuel Handling Technician	\$26.57	\$27.04	\$27.58
Rotating			
Fuel Handling Technician Apprentice Local 109			
1st 6 months	\$24.38	\$24.81	\$25.30
2nd 6 months	\$25.50	\$25.94	\$26.46
3rd 6 months	\$26.60	\$27.07	\$27.61
Fuel Handling Technician*	\$27.71	\$28.19	\$28.76
Machinist Mechanic Welder Crew Leader-			
	\$32.59	\$33.16	\$33.83
Mechanic			
	\$27.45	\$27.93	\$28.48
Mechanic Welder			
	\$27.48	\$27.96	\$28.52
Mechanic Welder Certified			
	\$28.91	\$29.41	\$30.00

Draft Subject to Union Review

Machinist Mechanic Welder Apprentice			
1st 6 months	\$23.15	\$23.86	\$24.03
2nd 6 months	\$23.74	\$24.16	\$24.64
3rd 6 months	\$24.34	\$24.77	\$25.26
4th 6 months	\$24.93	\$25.36	\$25.87
5th 6 months	\$25.52	\$25.96	\$26.48
6th 6 months	\$26.14	\$26.59	\$27.13
7th 6 months	\$27.31	\$27.79	\$28.35
8th 6 months	\$28.50	\$29.00	\$29.58
Machinist Mechanic Welder	\$29.68	\$30.20	\$30.80
Machinist Mechanic Welder Certified	\$30.35	\$30.88	\$31.50
Electrical Crew Leader	\$35.73	\$36.35	\$37.08
Electrical Technician Apprentice			
1st 6 months	\$26.18	\$26.63	\$27.17
2nd 6 months	\$26.86	\$27.33	\$27.87
3rd 6 months	\$27.53	\$28.01	\$28.57
4th 6 months	\$28.20	\$28.69	\$29.26
5th 6 months	\$28.87	\$29.37	\$29.96
6th 6 months	\$29.54	\$30.05	\$30.65
7th 6 months	\$30.89	\$31.43	\$32.06
8th 6 months	\$32.22	\$32.78	\$33.44
Electrical Technician	\$33.57	\$34.15	\$34.84
Instrument Crew Leader	\$35.73	\$36.35	\$37.08
Instrument Technician Steps			
1st 6 months	\$28.87	\$29.37	\$29.96
2nd 6 months	\$29.54	\$30.05	\$30.65
3rd 6 months	\$30.89	\$31.43	\$32.06
4th 6 months	\$32.22	\$32.78	\$33.44
Instrument Technician	\$33.57	\$34.15	\$34.84

Draft Subject to Union Review

Instrument & Electrical Crew Leader	\$35.73	\$36.95	\$37.08
Instrument & Electrical Technician Apprentice (Classification not used at coal-fired plants)			
1st 6 months	\$26.19	\$26.65	\$27.18
2nd 6 months	\$26.84	\$27.31	\$27.85
3rd 6 months	\$27.52	\$28.00	\$28.56
4th 6 months	\$28.20	\$28.69	\$29.26
5th 6 months	\$28.88	\$29.36	\$29.95
6th 6 months	\$29.54	\$30.05	\$30.65
7th 6 months	\$30.21	\$30.74	\$31.35
8th 6 months	\$30.89	\$31.43	\$32.06
9th 6 months	\$31.55	\$32.10	\$32.74
10th 6 months	\$32.22	\$32.78	\$33.44
Instrument & Electrical Technician	\$33.57	\$34.15	\$34.84
Plant Helper Start			
1st 6 months	\$18.94	\$19.27	\$19.66
Plant Helper	\$21.05	\$21.42	\$21.85
Plant Helper Crew Leader	\$23.58	\$23.99	\$24.47
Custodian Start			
1st 6 months	\$17.71	\$18.02	\$18.38
Custodian	\$19.67	\$20.01	\$20.42

Draft Subject to Union Review

Laboratory Technician Apprentice			
1st 6 months	\$22.76	\$23.76	\$23.62
2nd 6 months	\$23.35	\$23.75	\$24.23
3rd 6 months	\$23.94	\$24.36	\$24.85
4th 6 months	\$24.51	\$24.94	\$25.44
5th 6 months	\$25.10	\$25.54	\$26.05
6th 6 months	\$25.68	\$26.13	\$26.65
7th 6 months	\$26.84	\$27.31	\$27.85
8th 6 months	\$28.01	\$28.50	\$29.07
Laboratory Technician	\$29.18	\$29.69	\$30.29
Laboratory and Potable Water Technician 1/6	\$23.19	\$23.60	\$24.07
Laboratory and Potable Water Technician 2/6	\$23.77	\$24.19	\$24.67
Laboratory and Potable Water Technician 3/6	\$24.38	\$24.81	\$25.30
Laboratory and Potable Water Technician 4/6	\$24.98	\$25.42	\$25.92
Laboratory and Potable Water Technician 5/6	\$25.56	\$26.00	\$26.53
Laboratory and Potable Water Technician 6/6	\$26.15	\$26.60	\$27.14
Laboratory and Potable Water Technician 7/6	\$27.32	\$27.80	\$28.36
Laboratory and Potable Water Technician 8/6	\$28.54	\$29.04	\$29.62
Laboratory and Potable Water Technician	\$29.72	\$30.24	\$30.84
Combined Cycle Operator Crew Leader	\$35.05	\$35.66	\$36.37
Combined Cycle Operator	\$30.51	\$31.04	\$31.67

Draft Subject to Union Review

Combustion Turbine Specialist Apprentice			
1st 6 months	\$24.62	\$25.45	\$25.56
2nd 6 months	\$25.21	\$25.65	\$26.17
3rd 6 months	\$25.86	\$26.31	\$26.84
4th 6 months	\$26.52	\$26.99	\$27.53
5th 6 months	\$27.13	\$27.61	\$28.16
6th 6 months	\$27.77	\$28.26	\$28.82
7th 6 months	\$29.03	\$29.54	\$30.13
8th 6 months	\$30.29	\$30.82	\$31.43
Combustion Turbine Specialist	\$31.55	\$32.10	\$32.74
Facilitator for Behavior Based Safety^	\$40.39	\$41.09	\$41.92
Trainer - Electric & Gas	\$34.10	\$34.70	\$35.39
Wind Turbine Technician Crew Leader	\$31.64	\$32.19	\$32.84
Wind Turbine Technician Start			
1st 6 months	\$25.43	\$25.87	\$26.39
Wind Turbine Technician	\$28.24	\$28.73	\$29.31
Senior Wind Turbine Technician	\$29.94	\$30.47	\$31.08
Senior Service Representative Start			
1st 6 months	\$19.35	\$19.68	\$20.08
2nd 6 months	\$20.05	\$20.40	\$20.81
3rd 6 months	\$20.71	\$21.07	\$21.49
4th 6 months	\$21.40	\$21.77	\$22.21
5th 6 months	\$22.09	\$22.47	\$22.92
Senior Service Representative	\$22.76	\$23.15	\$23.62

Draft Subject to Union Review

Senior Customer Account Clerk Start			
1st 6 months	\$15.99	\$16.27	\$16.59
2nd 6 months	\$16.52	\$16.81	\$17.15
3rd 6 months	\$17.10	\$17.40	\$17.75
4th 6 months	\$17.66	\$17.97	\$18.33
5th 6 months	\$18.22	\$18.54	\$18.91
Senior Customer Account Clerk	\$18.79	\$19.12	\$19.50
Service Representative Start			
1st 6 months	\$15.99	\$16.27	\$16.59
2nd 6 months	\$16.52	\$16.81	\$17.15
3rd 6 months	\$17.10	\$17.40	\$17.75
4th 6 months	\$17.66	\$17.97	\$18.33
5th 6 months	\$18.22	\$18.54	\$18.91
Service Representative	\$18.79	\$19.12	\$19.50
Office Services Technician I Start			
1st 6 months	\$14.99	\$15.25	\$15.56
2nd 6 months	\$15.52	\$15.79	\$16.11
3rd 6 months	\$16.05	\$16.33	\$16.65
4th 6 months	\$16.59	\$16.88	\$17.21
5th 6 months	\$17.10	\$17.40	\$17.75
Office Services Technician I	\$17.64	\$17.95	\$18.31
Production Control Clerk Start			
1st 6 months	\$14.99	\$15.25	\$15.56
2nd 6 months	\$15.52	\$15.79	\$16.11
3rd 6 months	\$16.05	\$16.33	\$16.65
4th 6 months	\$16.59	\$16.88	\$17.21
5th 6 months	\$17.10	\$17.40	\$17.75
Production Control Clerk	\$17.64	\$17.95	\$18.31

Draft Subject to Union Review

Customer Account Clerk Start			
1st 6 months	\$14.06	\$14.50	\$14.59
2nd 6 months	\$14.56	\$14.81	\$15.11
3rd 6 months	\$15.05	\$15.32	\$15.62
4th 6 months	\$15.55	\$15.82	\$16.14
5th 6 months	\$16.05	\$16.33	\$16.65
Customer Account Clerk	\$16.53	\$16.82	\$17.16
Office Service Technician II Start			
1st 6 months	\$16.59	\$16.27	\$16.59
2nd 6 months	\$16.53	\$16.82	\$17.16
3rd 6 months	\$17.10	\$17.40	\$17.75
4th 6 months	\$17.67	\$17.98	\$18.34
5th 6 months	\$18.22	\$18.54	\$18.91
Office Service Technician II	\$18.80	\$19.13	\$19.51
Mail Service Clerk Start			
1st 6 months	\$13.25	\$13.48	\$13.75
2nd 6 months	\$13.70	\$13.94	\$14.22
3rd 6 months	\$14.16	\$14.41	\$14.70
4th 6 months	\$14.64	\$14.89	\$15.19
5th 6 months	\$15.09	\$15.36	\$15.66
Mail Service Clerk	\$15.58	\$15.85	\$16.17
Operations Clerk Start			
1st 6 months	\$13.79	\$14.04	\$14.32
2nd 6 months	\$14.29	\$14.54	\$14.83
3rd 6 months	\$14.78	\$15.04	\$15.34
4th 6 months	\$15.28	\$15.54	\$15.85
5th 6 months	\$15.75	\$16.03	\$16.35
Operations Clerk	\$16.24	\$16.52	\$16.85

Draft Subject to Union Review

EXHIBIT B
Grievance Forms

1. Grievance Form - Local 109

GRIEVANCE

LOCAL 109

Grievance # _____

Date _____

District and Occupation Group _____

Fax (309) 792-9300

GRIEVANCE STATEMENT:

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

REMEDY REQUESTED:

Print Name of Employee Bringing Grievance _____

Signature of Employee Bringing Grievance _____

Employee's T # _____

Signature of Steward _____

PROCESSING RECORDS:

Step 1 Date discussed with supervisor _____
Date supervisor responded _____

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

DISTRIBUTION:

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

2. Grievance Form – Local 499

GRIEVANCE

LOCAL 499

Grievance # _____

Date _____

District and Occupation Group _____

Fax (515) 334-5452

GRIEVANCE STATEMENT:

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

REMEDY REQUESTED:

Print Name of Employee Bringing Grievance _____

Signature of Employee Bringing Grievance _____

Employee's T # _____

Signature of Steward _____

PROCESSING RECORDS:

Step 1 Date discussed with supervisor _____
Date supervisor responded _____

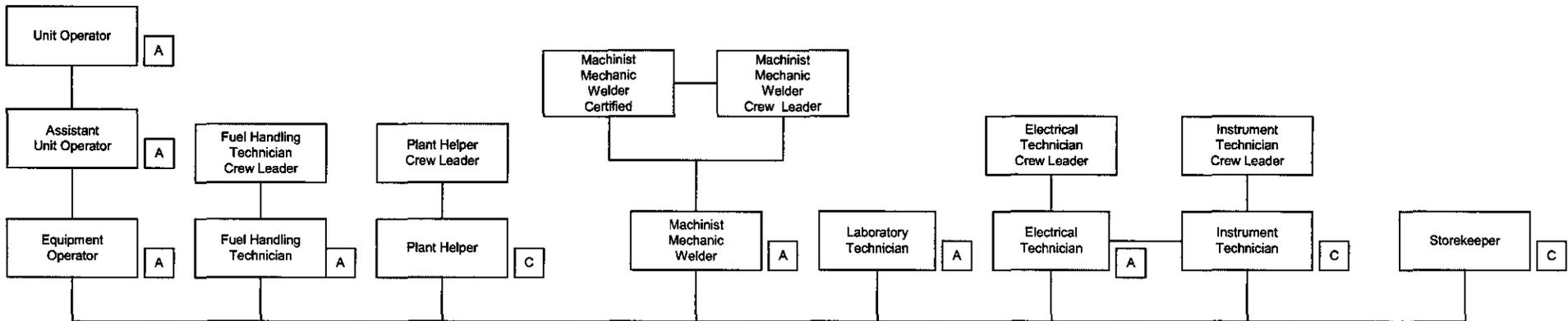
	Date Received	Date of Response	Company Representative
Step 2	_____	_____	_____
Step 3	_____	_____	_____
Step 4	_____	_____	_____

DISTRIBUTION:

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

Exhibit C

Generation
Progression Chart



C - Step Certification
A - Formal Registered Apprenticeship

GenProg3-20-06

3-12a
6/19/08

MEHC REPRESENTED EMPLOYEE'S BID ON JOB VACANCY

Requisition Number: _____

Employee Name: _____

Employee T number: _____

Bid on: _____
Title of Job Vacancy/Classification

Date Posted: _____

Hiring Supervisor/Manager: _____

Current Location: _____

Current Classification: _____

Seniority Unit: _____ Seniority Date: _____

Are you currently in an apprenticeship program? Yes* No

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

Are you eligible for recall for this position: Yes No

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

Signed: _____ Date: _____

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

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

IBEW LOCAL 109
1180 Avenue of the Cities
Suite 11
East Moline, IL 61244
Facsimile: 309-792-9300

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

EXHIBIT E

Adverse Weather Procedure

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

INCLEMENT WEATHER CHART

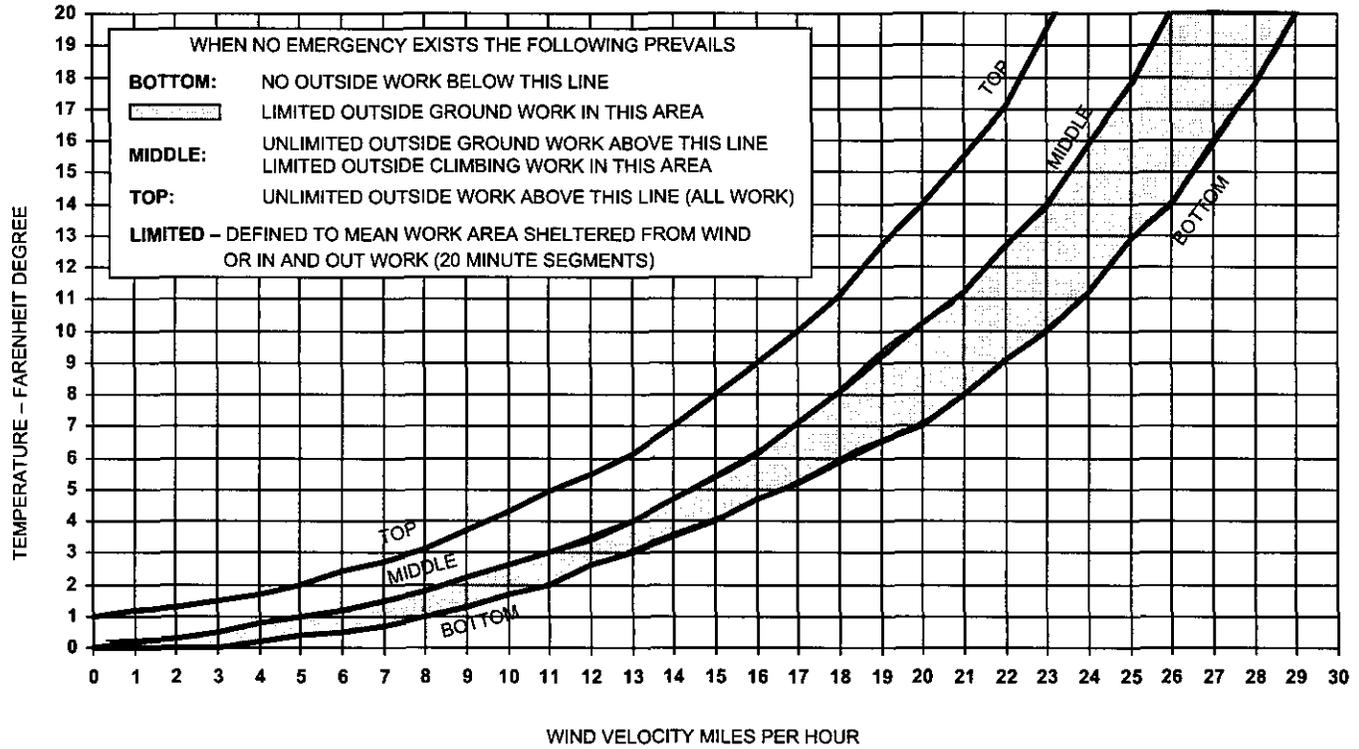


EXHIBIT F

The Articles of Administration For Apprenticeship Programs

Definitions

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

MidAmerican Energy Company is an Equal Opportunity Employer

Section 1. GENERAL & LOCAL APPRENTICESHIP COMMITTEES

For the purpose of coordination of the various apprenticeship programs, a joint General Apprenticeship Committee shall be composed of five (5) members representing the Union which includes the Union Business Manager or their designee from each Local

and five (5) members representing the Company (one [1] of whom shall be a representative of Labor Relations or their designee).

The responsibilities of this General Apprenticeship Committee are:

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

(REVISED 2006) A representative of the Company (currently from Compliance, Training and Performance Support) will be responsible for handling the administrative details of the Apprenticeship Program in accordance with standards and procedures established and directed by the General Apprenticeship Committee in compliance with the Department of Labor rules and regulations.

A Local Apprenticeship Committee shall consist of an equal number of employees selected by the Union and the Company for each apprenticeship area in which Apprentices are employed. Recommendations of these committees are subject to approval of the General Apprenticeship Committee.

The responsibilities of the Local Apprenticeship Committee are:

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

- g. Interview Apprentices for proper placement within an apprenticeship program and make recommendations to the General Committee as may be appropriate.

For areas not having a Local Apprenticeship Committee due to location or size, two (2) Apprentice Training Coordinators may be appointed, one (1) by the Union and one (1) by the Company at the discretion of the General Apprenticeship Committee, for each apprenticeship where applicable.

These Apprentice Training Coordinators will function as an extension of the Local Apprenticeship Committee for the Apprenticeship in that Division. They are responsible for coordinating apprenticeship supplementary training, issuing training materials to Apprentices, answering Apprentices' questions with regard to subject matter in the supplementary training materials and maintaining and processing necessary reports and records.

Section 2. TRAINING SCHEDULES

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

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

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

Section 3. SELECTION

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

- a. The minimum age limits for entry into each apprenticeship program will be 18 years of age.

- b. Applicants for apprenticeships shall have a high school education or the equivalent (General Education Development Test).

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

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

Section 4. RATIO OF APPRENTICES TO JOURNEYMEN

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

Section 5. ADVANCEMENT

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

(NEW 2006) An Apprentice who has taken the written test, the practical tests and the periodic evaluations in any phase of the apprenticeship for the first time and does not pass one or more of the three, is retained for additional training consistent with the Articles of Administration for Apprenticeship Programs. On this first attempt, at each phase, the Apprentice will be given all three evaluations to insure proper additional training can be structured. Upon completing the additional training, the Apprentice can be disqualified for failing to pass only one of the three assessments: the written test, the practical test or the periodic evaluations. After failing one of the three assessments, the Apprentice is not entitled to take the other two.

Section 5.1 Testing

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

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

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

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

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

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

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

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

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

At the completion of this additional training period, the Apprentice will be given another opportunity to pass the required tests. Upon again failing to pass the test or upon disqualification the Apprentice shall return to the classification held previous to entering the apprenticeship and at the corresponding rate for the classification. In the event there is no active posting in the affected classification at the respective location, then the Apprentice will displace the employee most recently awarded the position in the classification at that location. They will not be allowed to again bid into that

apprenticeship until it can be shown that the cause for their previous failure to complete the program has been removed, and the General Apprenticeship Committee gives approval.

Section 5.2 Periodic Evaluations

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

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

Where the Apprentice has passed the progression tests, the General Apprenticeship Committee may use these evaluations to shorten or lengthen a specific phase upon the recommendation of the Local Committee. Such adjustment shall not lengthen any phase by more than ½ the time of any individual phase.

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

An Apprentice may receive a maximum of six (6) months' retention prior to the last phase of the apprenticeship. Any Apprentice in the final phase may receive an additional retention period equal to ½ the time of the final phase regardless of previous retention.

In no event shall an Apprentice exceed, by means of "additional training time" or "extension" one and one-half (1 ½) the designed apprenticeship time, i.e. four and one-half (4 ½) years for a three-year apprenticeship.

Section 5.3 Disqualification

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

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

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

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

Section 6. RESTRICTION

Employees within the apprenticeship programs will not be permitted to do work or receive the pay of the next higher classification of the apprenticeship without satisfactorily passing the required tests and evaluations.

Section 7. TRAINING REQUIREMENTS

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

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

Section 8. TRAINING RECORDS

(REVISED 2006) A record system will be established which provides for records being kept on a weekly basis by the Apprentices with provisions being made for a breakdown of the various items that the Apprentice is to cover in the Apprenticeship Program. This system will provide for tabulating on-the-job training received by the Apprentice. The Apprentice will record the number of hours of training received in each area of training each day on a weekly training report. Upon receipt of the weekly report, the Local Committee will prepare a summary, copies of which shall be provided to the Apprentice, the Supervisor and the Company (currently from Compliance, Training and Performance Support). The apprenticeship summary report will serve as a guide for the Apprentice's Supervisor in assigning work in all phases of training set out in the Apprenticeship

standards. The Apprentice's Crew Leader, Journeyman or Apprenticeship Instructor will initial this report.

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

A record of supplemental training dates and completion will be maintained.

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

The General and Local Committees shall have access to the various training records dealing with the Apprentice's progress.

Deficiencies reported or observed shall be discussed with the Apprentice at the earliest practical time.

Section 9. SUPPLEMENTARY TRAINING & RELATED TRAINING

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

The General Apprenticeship Committee may give related training credit to Apprentices if they demonstrate that they possess the educational knowledge, practical ability and present documentation of such.

(REVISED 2006) If a prescribed supplementary or related instruction course is not available, the General Apprenticeship Committee may select another job-related course. Supplemental training may be developed and administered by the Local Apprenticeship Committee with the General Apprenticeship Committee's approval.

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

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

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

Section 9.2 Credit for Prior Education or Experience

Applicants who have had previous experience may be granted appropriate advance standing upon recommendation of the Local Apprenticeship Committee and approved by the General Apprenticeship Committee.

Section 10. TRAINING RESPONSIBILITY

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

Section 11. APPRENTICE WAGES

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

Section 11.2 *(NEW 2006)* When bidding into an apprenticeship, the successful bidder will receive a wage of at least the rate of the classification they are leaving, but in no case will that rate be more than 90% of the journeyman rate they are bidding into. The successful bidder will be placed at the designated rate stated above until the appropriate phase for that classification exceeds the designated rate. The apprentice will then fall into the regular phase schedule. All employees who fall under this section will also receive all general increases.

Section 11.3 *(NEW 2006)* Employees shall be covered under Section 11.2 one time during their career or until they complete an apprenticeship. If an employee fails to complete an apprenticeship, they shall go to the start rate of the next apprenticeship they enter. Once the employee completes the apprenticeship, they shall be reinstated under Section 11.2.

Section 12. APPRENTICE TRAINING AGREEMENT

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

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

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

Section 13. COLLECTIVE BARGAINING AGREEMENT

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

Section 14. SAFETY AND HEALTH TRAINING

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

Exhibit G
Letters of Agreement 4/21/09

1	<u>Local 109 Grandfather Letter</u>	109	2000
2	<u>Local 499 Grandfather Letter</u>	499	2000
3	<u>On call - FD All</u>	109	2000
4	<u>Overtime - CR Service</u>	109	2000
5	<u>Overtime - FD Service</u>	109	2000
6	<u>12 Hour Shift Schedule - LGS Operations</u>	109	2000
7	<u>Fuel Handling Technician Classification</u>	499	11/13/2000
8	<u>Sioux City Overhead Department</u>	499	12/27/2000
9-11	<u>Letters of Agreement, Don Krause, Randy Phillips, Gary Greubel</u>	109/499	2000, 2006
12-14	<u>OQ Pay - Gas Qualifiers; OQ Evaluator Compensation; Operator Qualifications Evaluators Compensation</u>	109/499	2001
15	<u>Electric Serviceman Job Description</u>	499	2/1/2001
16	<u>Overtime - QC M&C</u>	109	2001
17	<u>On call - CR Gas</u>	109	2001
18	<u>Overtime - QC Storeroom</u>	109	2001
19	<u>Overtime - QC Garage</u>	109	2001
20	<u>On call/overtime - IC Service</u>	109	2001
21	<u>On call - IC Gas</u>	109	2001
22	<u>Overtime - IC Storeroom</u>	109	2001
23	<u>Schedule Change - Place and Tenner</u>	499	4/12/2001
24	<u>Requesting Shift Schedule Number Changes in Operations at CBEC</u>	499	5/14/2001
25	<u>Fuel Technician Shift Preference Selection at CBEC</u>	499	5/14/2001
26	<u>Posting Deadline for Notice of Shift or Schedule Change at CBEC</u>	499	5/14/2001
27	<u>Vacations at Neal Complex</u>	499	7/19/2001
28	<u>On call/overtime - QC Electric Meter</u>	109	2004
29	<u>On call/overtime - FD Gas</u>	109	2002
30	<u>On call/overtime - FD Service</u>	109	2002
31	<u>Release from on call - FD All</u>	109	2002
32	<u>Generation Step Agreement</u>	499	2/12/2002
33	<u>Apprenticeship Instructor Pay</u>	499	7/25/2002
34	<u>Des Moines Gas Service Shifts</u>	499	Jan-02
35	<u>Flame Retardant Clothing: Nomex</u>	109/499	8/20/2002
36	<u>Job Continuation</u>	499	11/22/2002
37	<u>Interim Procedures for Revisions to Safety Rules</u>	499	3/4/2003
38	<u>CBSC Garage Maintenance Schedule</u>	499	3/18/2003
39	<u>Partial Shift Vacation</u>	109	7/31/2003
40	<u>FR Outer Garments</u>	109/499	2003
41	<u>GDMEC Storekeeper Utilization</u>	499	10/20/2003
42	<u>On call - All M&C</u>	109	2004
43	<u>Overtime - QC Electric</u>	109	2008

Exhibit G
Letters of Agreement 4/21/09

44	<u>FR electric - All</u>	109/499	2004
45	<u>FR gas - All</u>	109/499	2004
46	<u>Safety Partnership Agreement</u>	109/499	2/11/2004
47	<u>Journeyman Lineman/Electric Serviceman Schedule/CBSC</u>	499	3/29/2004
48	<u>Patrolling Gas Lines</u>	499	3/29/2004
49	<u>MEC/IBEW Apprenticeships</u>	499	3/30/2004
50	<u>Office Services Transition</u>	109/499	4/19/2004
51	<u>Apprenticeship Administrators Returning to Previous Classifications</u>	499	4/19/2004
52	<u>Clarksville Area Call Out Procedure</u>	499	6/23/2004
53	<u>Clerical Hours of Work</u>	499	6/23/2004
54	<u>Greater Des Moines Energy Center Policy & Procedures for 12 hour Operations Schedule</u>	499	7/2/2004
55	<u>Restoration (no longer current; superseded by Use of Neal Complex Temporary Transfer Agreement</u>	499	7/8/2004
56	<u>Neal Complex Temporary Transfer Agreement</u>	499	7/12/2004
57	<u>Overtime - QC Gas</u>	109	2008
58	<u>Overtime - QC Substation</u>	109	2005
59	<u>Single man truck - IC Electric</u>	109	2005
60	<u>Overtime - LGS Operations</u>	109	2005
61	<u>Overtime - LGS Fuel Techs</u>	109	2005
62	<u>Red Oak, Shenandoah and Avoca Volunteer Pager Pilot Program</u>	499	6/6/2005
63	<u>Sioux City Gas Serviceman Schedule</u>	499	6/6/2005
64	<u>Ida Grove Overtime Agreement</u>	499	6/25/2005
65	<u>Apprenticeship Trainer Positions</u>	499	7/2/2005
66	<u>CBEC Training</u>	499	9/23/2005
67	<u>Southeast Unit, Oskaloosa Gas Overtime Agreement and On-Call Scheduling</u>	499	12/9/2005
68	<u>Southeast Unit, Oskaloosa & New Sharon Electric Overtime Agreement and On-Call Scheduling</u>	499	12/12/2005
69	<u>Southeast Unit, Knoxville & Monroe Field Services Overtime Agreement and On-Call Scheduling</u>	499	12/12/2005
70	<u>Overtime - RGS Maint/Coal</u>	109	1980
71	<u>Call out - FD Electric</u>	109	1997
72	<u>Overtime - FD Electric</u>	109	1997
73	<u>Overtime - RGS Operations</u>	109	1998
74	<u>Overtime - IC Gas</u>	109	1999
75	<u>Overtime - IC Electric</u>	109	1999
76	<u>CBEC Policy & Procedures for 12 Hour Operations Schedule</u>	499	1/25/1999
77	<u>Neal Complex Unit 4 Policy & Procedure for 12 Hour Operations Schedules</u>	499	6/10/1999
78	<u>Neal North Operations Shift Schedules Rules</u>	499	7/1/1999

Exhibit G
Letters of Agreement 4/21/09

79 #24 Fixed Holidays added to 7/1/1999 Neal North LOA above	499	11/22/2000
80 <u>Council Bluffs Electric Serviceman</u>		

LABOR AGREEMENT

BETWEEN

MIDAMERICAN ENERGY COMPANY

AND

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 499 FORT MADISON**

September 1, 2008 – August 31, 2011

TABLE OF CONTENTS

SCOPE OF AGREEMENT	3
SECTION A..... WORK RULES.....	4
SECTION B..... COMPENSATION AND ADVANCEMENT	5
SECTION C..... SHIFT WORK	8
SECTION D..... SENIORITY	9
SECTION E..... UNION AND MANAGEMENT RIGHTS.....	9
SECTION F CREWS.....	10
SECTION G UNION SECURITY	10
SECTION H GRIEVANCES/ARBITRATION	11
SECTION I..... PAID TIME OFF	14
SECTION J..... BENEFITS.....	16
SECTION K..... DURATION.....	17
SIGNATURE PAGE.....	18
EXHIBIT A.....	19

AGREEMENT

September 1, 2008 – August 31, 2011

SCOPE OF AGREEMENT

THIS AGREEMENT, entered into by and between MIDAMERICAN ENERGY COMPANY, FORT MADISON LOCATION, hereinafter designated as the "Employer" and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 499 FORT MADISON, hereinafter called the "Union".

No preference or limitation is intended or implied by the use of masculine pronouns in this Agreement. All such pronouns shall be read and understood to include the feminine form.

S-1) The Employer is engaged in public service requiring continuous operations, and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed upon both the Employer and the Union, and the parties hereto agree to cooperate with each other as fully in the future as they have in the past.

S-2) The Union agrees for the employees of the Employer covered by this Agreement that they will individually and collectively perform loyal and efficient work and service, that they will use their influence and best effort to protect the property of the Employer and its service to the public, and that they will cooperate in promoting and advancing the welfare of the Employer and the protection of its service to the public at all times, and the Employer agrees that it will cooperate with the Union in its efforts to promote harmony and efficiency among all the employees covered hereunder.

S-3) This Agreement shall apply to all employees in the bargaining unit who are represented by the Union and which bargaining unit does not include representatives of Management, working supervisors, office employees and temporary employees. Temporary employees shall be those employees who are hired for a period of less than twelve consecutive months duration. In the event that they remain an employee of the Employer for more than twelve consecutive months, they will be placed in an appropriate position classification (Section B) and rate (Section B) as determined by the Company.

S-4) The Union agrees that it will not authorize, instigate, aid or condone a strike, work stoppage, or slowdown, and the Employer agrees that it will not engage in a lockout during the terms of this Agreement. The Union further agrees that it will take every reasonable means, which is within its power to induce employees engaged in a strike or work stoppage in violation of this Agreement to return to work, and the Employer will have the privilege to discipline, including discharge, employees responsible for interruption of work, subject to the provisions of the grievance procedure.

S-5) In order to maintain and promote equitable relations between the Employer and the Union, it is the intent of both parties that the conditions of work and wages shall be fair and that

neither party shall exercise its rights, powers or functions oppressively in dealing with the other. To carry these purposes into effect and subject to any changes that may be made in working hours, wages, and working conditions, by law, the parties have bargained with each other collectively and have come to certain conclusions in a formal agreement as follows:

SECTION A WORK RULES

A-1) *(Revised 2008)* Employees required to drive Company trucks are required to obtain a Commercial Driver's License, with the Company paying the difference between a regular license and a CDL, including all endorsements. The Company agrees to reimburse employees for time lost and cost of obtaining the CDL and/or the endorsements.

A-2) The location for starting and quitting work, and the starting and quitting time for employee crews and Service Technicians shall be decided by the Employer. The application of this provision is limited to the area served by MidAmerican Energy Company, Fort Madison, Iowa.

A-3) The employee is responsible for the loss of all tools furnished by the Employer. If any employee's tools are stolen, the Employee is responsible for reporting the theft to the proper legal authorities and his or her supervisor. Upon receiving an official police report, the supervisor will replace the tools stolen from the employee. All tools damaged in use will be replaced by the Employer provided the employee returns the damaged tools to the Employer. The employee further agrees to keep all tools clean and serviceable at all times.

A-4) The Company and Union agree that prompt responses to callouts are mandatory for public safety.

In order to assist employees in choosing to respond to callouts, the Company will post the telephone priority list each month. This posting will list the employees to be called first and second for the particular work requirements. Changes may be made on the call priority list to accommodate special plans.

A-5) Management may direct employees to take their coffee breaks and lunch break at the job site when the Company deems it necessary for safety and/or productivity.

A-6) The Company and Union both agree that a workplace free of alcohol and illegal drugs is necessary to ensure safety of employees, customers, and the general public. Accordingly, both parties agree to fully comply with all applicable laws and regulations governing alcohol and illegal drugs. This includes the Drugfree Workplace Act of 1988 and DOT regulations requiring drug testing of persons in DOT covered positions.

The employees and the Company agree that they will comply with all policies, rules, regulations, and conditions set forth in the Company Drugfree Workplace Policy and by the Company Safety Committee.

A-7) The Company and Union both agree to support all laws related to equal employment opportunity for persons with disabilities. Accordingly, the Company and Union agree to fully comply with the Americans With Disability Act. Further, it is agreed that the Company may make reasonable accommodations that will meet regulatory requirements. Such accommodations will not be considered subject to negotiation.

SECTION B COMPENSATION AND ADVANCEMENT

B-1) *(Revised 2008)* It is recognized that by reason of experience and aptitude, there are some employees who are more capable of doing the classes of work required by the Employer. For this reason it is impractical to class all employees alike; therefore, the following minimum wages are agreed upon:

	9/1/08 to <u>8/31/09</u>	9/1/09 to <u>8/31/10</u>	9/1/10 to <u>8/31/11</u>
Senior Gas Service Technician	\$24.82	\$25.38	\$25.95
Gas Service Technician	24.57	25.12	25.69
Technician - 4th Step (90%)	22.11	22.61	23.12
Technician - 3rd Step (80%)	19.65	20.09	20.54
Technician - 2nd Step (70%)	17.20	17.59	17.99
Technician - 1st Step (60%)	14.73	15.06	15.40
Utility Person	7.07	7.23	7.39
Meter Reader	14.29	14.68	15.08
Leadperson Premium -	\$0.75 per hour		
Welder Premium -	\$0.44 per hour		

(Should the legally mandated minimum wage exceed the above Utility Person rates, the minimum wage will prevail.)

- (a) When the Meter Reader is required to use his/her own vehicle, he/she will be paid a mileage allowance at the IRS allowable rate.
- (b) *(Revised 2008)* Upon ratification of the contract, each employee will receive a lump sum of \$500.

B-2) When the Company elects to staff any position listed in B-1, such position shall be posted and job bids accepted from Bargaining Unit employees. In the selection process, the following factors shall be considered, and where factors (a) and (b) are relatively equal as to the employees being considered for selection, seniority shall govern:

- (a) Qualifications including knowledge, prior training, ability, skill, experience, adaptability and efficiency.
- (b) Physical fitness sufficient to perform the responsibilities of the classification without risk of injury to self or others.
- (c) Seniority.

B-3) The Meter Reader's primary responsibility is to complete the assigned meter reading routes each day. In addition, this individual is available to assist the Gas Service group. The Meter Reader will be given preferential bidding for any gas service position, which may be posted pursuant to B-2. When the Meter Reader is absent from work for any reason the Company may assign individuals from the Gas Service group to perform the meter reading work, or at its discretion, the Company may use a contractor or a Company employee from another jurisdiction to read meters during the period of absence.

B-4) At its discretion, the Company may appoint a Gas Service Technician or a Senior Gas Service Technician to serve as a working leader (Leadperson) on a gas construction or service crew of two or more persons.

When the Company chooses to assign a Leadperson, such assignment shall be offered first to the qualified crew member in the highest position classification or pay step. In the event there is more than one such person on the crew, the qualified crew member with the highest seniority will be offered the assignment first.

The employee assigned Leadperson responsibility will be eligible for a Leadperson premium in the amount of \$0.75 per hour for a minimum of four (4) hours per assignment.

B-5) At its discretion, the Company may assign a qualified Gas Service Technician or a Senior Gas Service Technician to perform certified welding responsibilities. To be eligible for such an assignment, the employee must have a current certification to perform low stress welding consistent with MidAmerican Energy Company Pipe Joining Standards. When the Company chooses to assign welding responsibility to a member of a crew, the assignment shall be offered to the senior qualified employee. The employee assigned welding responsibilities will be eligible for a Welder premium in the amount of \$0.44 per hour on a year round basis.

B-6) A forty-hour week shall be the regular workweek and any employee working more than forty hours per week shall receive time and one-half for hours worked in excess of forty hours per week.

B-7) Any employee reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the regular rate, unless he has been notified before the end of his last preceding shift not to report; and any employee who reports to work and for whom work is provided shall receive not less than four (4) hours pay and if more than four (4) hours are worked in any day, shall receive not less than a full day's pay. However, the exceptions shall be when strike conditions make it impossible to put such employee to work or where stoppage of work is occasioned thereby, or when an employee leaves work on his own accord, or for emergency work.

B-8) The Company may, at its discretion, utilize any of the following four regular schedules:

An eight-hour day from eight (8:00) a.m. to five (5:00) p.m., with one (1) hour (unpaid) for lunch - Monday to Friday, inclusive.

An eight-hour day from eight (8:00) a.m. to four-thirty (4:30) p.m. with one-half (½) hour (unpaid) for lunch - Monday to Friday, inclusive.

Four ten-hour days (straight time) from seven (7:00) a.m. to five-thirty (5:30) p.m. with one-half (½) hour (unpaid) for lunch Monday to Thursday or Tuesday to Friday.

An eight-hour day from 7:30 a.m. to 4:00 p.m. with one-half (1/2) hour unpaid lunch – Monday through Friday, inclusive.

To meet the needs for service, the Company may implement a change in the above regular schedules including implementation of shifts pursuant to Section C of this Agreement. Such changes shall not be arbitrary, and with the exception of shifts referred to in Section C, will remain in effect for a minimum of one week.

Any work performed outside of an employee's regular schedule, as provided above, shall be paid time and one-half with the exception that double-time shall be paid for work performed after midnight until time of release. There shall be paid time and one-half for work performed on Saturday and there shall be double-time for work performed on Sunday or a Company holiday as provided in Section I-7.

Employees from other service areas will not be allowed to work the weekends in the Fort Madison area if qualified Gas Service Technicians are available in the Fort Madison area.

B-9) All persons called out after leaving the place of employment at the end of their regularly assigned shift will be compensated in the amount of two (2) hours straight time or time and one-half for actual time worked, whichever is greater between the end of the employee's scheduled shift and Midnight, and all persons called out between the hours of Midnight and the start of the employee's scheduled shift will be compensated in the amount of three (3) hours straight time or double-time for actual time worked, whichever is greater. Rates paid for call-out minimum cannot be stacked.

(a.) *(New 2008)* Employees when on call shall receive one (1.0) hour straight time pay for each weekday assigned, two (2.0) hours straight time pay for each Saturday assigned and four (4) hours straight time pay for each Sunday or Holiday assigned.

B-10) Technicians shall perform all duties as assigned by the Company in order to acquire the skills necessary to become qualified as a Gas Service Technician. Technicians who master such skills as documented by the performance evaluations may be advanced from the first step to the second and so on more rapidly than twelve (12) month intervals. Technicians will normally progress no less than one step every twelve months unless performance evaluations confirm additional training and experience, and satisfactory performance of skills is needed to qualify for advancement. A Technician may not be detained for more than two six-month periods in the step rate progression. The employee's first year of employment shall be considered probationary.

Insofar as practical, overtime will be equitably distributed on a uniform rotating basis, among the employees qualified to perform the overtime work. The primary consideration in the assignment of overtime shall be the skill and ability to perform the required work.

B-11) *(Revised 2008)* When employees are working away from headquarters' town, they are eligible for up to a forty-five dollar (\$45.00) meal reimbursement for a noonday meal if they were not notified the day before that they would be away from headquarters' town.

B-12) *(Revised 2008)* When it is necessary that employees work three (3) hours of unscheduled overtime after the regular quitting time, they shall be eligible for up to a forty-five dollar (\$45.00) meal reimbursement. Thereafter, meals or meal allowances shall be available at intervals of not more than six (6) hours.

B-13) Pay days shall be on a bi-weekly basis every other Friday or the preceding day if Friday is also a holiday.

B-14) *(Revised 2008)* The employees will be eligible for a performance based incentive plan. The performance measures will be determined by the Company each year, with maximum annual award amounts of 4%. This incentive plan will remain in force during the period covered by this contract.

SECTION C SHIFT WORK

C-1) Shift work may be performed at the option of the Employer; however, it shall be worked for a period not less than five (5) consecutive days. The day shift shall work a regular eight (8) hour shift. The hourly rate of pay for employees on the second and third shift shall be five (5) percent above their hourly wage rate. Employees working over eight (8) hours on the second shift or third shift shall be paid overtime for all time in excess of eight (8) hours, at their hourly wage rate plus five (5) percent. A conference shall be held between the Employer and the Union so that the Union and the employees may be informed prior to the introduction of the schedule.

SECTION D SENIORITY

D-1) All seniority shall be based on length of continuous employment by the Employer. Lay offs because of lack of work shall be in accordance with the seniority rules. Employees with the lowest seniority in the lowest position classification and pay step will be laid off first. As it relates to this section, the Senior Gas Service Technician and Gas Service Technician shall be considered one classification.

D-2) Employees laid off due to reduction in force shall be entitled to recall rights for a period of twenty-four (24) months. The Employer will forward written notice of recall to an eligible former employee via Certified Mail. A period of three (3) calendar days from the date of receipt of such written notice will be allowed for the former employee to reply to the Employer, and indicate whether or not he will accept employment. If he refuses the offer of employment, his seniority will be terminated. If he accepts the offer of employment, he shall report to work on the date specified by the Employer or within seven (7) calendar days from the date the recall notice is mailed, whichever is later. If he fails to report for work within the limits specified above, his seniority will be terminated. An employee who has established seniority in the bargaining unit covered by this Agreement and is subsequently terminated on account of reduction in force shall be eligible for recall to employment and the employee's seniority shall continue to accrue. However, the employee shall not be given credit for the period not worked due to the reduction in force. An employee who is over seventy (70) years of age shall have no seniority rights.

D-3) Any employee of the Bargaining Unit who accepts assignment in any supervisory capacity with the Company and who has continuous employment in that supervisory capacity, shall retain the seniority he has accumulated in the Bargaining Unit and shall assume whatever job his seniority entitles him/her should he/she later return to the Bargaining Unit.

SECTION E UNION AND MANAGEMENT RIGHTS

E-1) Management of the business of the Employer and the assignment and direction of its working forces, including the right to employ, lay off, schedule work, promote, discipline and discharge, are vested exclusively in the Employer, subject to the requirements of applicable laws and the following limitation.

E-2) Unless specifically stated otherwise hereinafter, the Employer hereby recognizes the Union as the exclusive bargaining representative for all employees employed in the classifications listed in Section B-1.

E-3) Employees not having attained seniority rights in the manner provided for hereinafter may be discharged by the Employer for incompetency or any other cause without further rights

to the method of negotiation procedures as hereinafter described. Casual and temporary employees shall not be employed to displace regular employees.

SECTION F CREWS

F-1) Two employees shall be present at all times when working in situations where the Company and the Union agree a hazardous situation exists. One of these employees shall be a Gas Service Technician. Monitoring of the border stations and reporting problems may be performed by one person.

F-2) A qualified Technician, or Gas Service Technician, or Senior Gas Service Technician shall be present on all new installations and piping installations.

SECTION G UNION SECURITY

G-1) The Union agrees that those members of the bargaining unit who are members of the Union will individually and collectively perform loyal and efficient work and service and will use their influence and best efforts to protect the property of the Employer and the Employer's interests and will assist in promoting the sale of the Employer's products, and that they will cooperate with the Employer and the employees of all departments in promoting and advancing the welfare of the Employer and its service at all times. There shall not be by either party any interference with, coercion or restraining of employees in connection with the exercise of their rights to bargain collectively through representatives of their own choosing and/or to join or not join a Union, and/or to engage in any lawful concerted activities for the purpose of collectively bargaining or other mutual aid and protection.

G-2) All work installed by members of the Union shall be done in a workmanlike manner. Unsatisfactory productivity or quality of work may result in disciplinary action.

G-3) During the life of this Agreement, the Company agrees without cost to the Union, to deduct Union membership dues levied by the International Union or Local Union in accordance with the Constitution and bylaws of the Union, 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 Union dues deducted to the Financial Secretary of the Union each month, giving him 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 dues from each member.

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Section, or in reliance on any designation of amount to be deducted, list, or authorization furnished by the Union.

SECTION H
GRIEVANCE/ARBITRATION
(Revised 2008)

H-1) GRIEVANCE PROCEDURE

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.

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.

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

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. If the grievance is not settled at Step 1, the grievance shall be put in writing 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. 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 this agreement.

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

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

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

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

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.

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.

A grievance relating to disciplinary suspension, demotion or discharge shall originate at Step 3.

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.

H-2) ARBITRATION

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.

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.

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.

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.

The party who takes a contract language dispute to arbitration bears the burden of proof.

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.

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.

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.

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.

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.

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.

SECTION I PAID TIME OFF

I-1) Vacations shall be taken at such time or times for each employee as is determined by the Employer after consultation with each employee. Preference will be given to seniority in the selection of vacation.

I-2) Employees shall accrue vacation time based on the following schedule:

<u>Length of Accumulated Service at December 31</u>	<u>Vacation Allowance</u>
1 Month	None
2 Months	None
3 Months	1 Working Day
4 Months	2 Working Days
5 Months	3 Working Days
6 Months	4 Working Days
7 Months	5 Working Days
8 Months	6 Working Days
9 Months	7 Working Days
10 Months	8 Working Days
11 Months	9 Working Days
12 Months	10 Working Days
8 Years or More	15 Working Days
15 Years or More	20 Working Days
25 Years or More	25 Working Days

All regular employees will accrue their vacation in the calendar year preceding that in which their vacations are taken. Regular employees must complete six (6) months of continuous employment before becoming eligible to use accrued vacation allowance.

Regular employees who will have completed eight (8), fifteen (15), or twenty-five (25) years of continuous employment on December 31 of a vacation year shall be eligible to take the additional vacation increment earned in that vacation year.

I-3) Vacation pay shall be based on straight time wages and vacation time cannot be postponed to a later year unless mutually agreed between the Employer and the employee.

I-4) Vacations will normally be scheduled for a period of one week or more except that up to ten days of vacation and floating holidays can be taken in increments of one day at a time. Five (5) of the single vacation days will be scheduled on the vacation sign-up sheet, and the remaining five (5) single vacation days will be scheduled by providing two (2) working days notice to the employee's supervisor and must be scheduled by November 1 of the vacation year.

Employees entitled to more than ten (10) working days of vacation may be required to take that portion of their vacation exceeding ten working days outside the period May 1 through October 31. Vacations will normally be scheduled for a period of one week or more except that up to ten days of vacation can be taken in increments of one day at a time. Any departure from the normal procedure referred to above must be approved by the supervisor.

Vacation periods shall normally be scheduled to start the first day of the calendar week and end the last day of the calendar week. Holidays immediately preceding or following a vacation period shall not be considered as part of the vacation period.

I-5) Employees will earn sick leave at the rate of twelve (12) days per year. The employees agree to call in directly to their supervisor when they are sick, and further agree to provide a doctor's excuse at the Company's request. Unused sick leave will be accumulated to a maximum of two hundred (200) days.

I-6) *(Revised 2008)* 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.

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.

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

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.

I-7) *(Revised 2008)* A regular employee shall be allowed to use up to five (5) days per year of accrued sick leave for dependent care. The dependent must be living in the employee's household or be dependent on the employee for care. Dependents include the employee's spouse, eligible dependent children, or parent. Spouse means a person of the opposite sex legally recognized as the covered member's husband or wife. An eligible dependent child is the employee's natural child, a stepchild that received principal support from the employee, 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 and receives principal support from the employee. If requested by the Company, the employee will furnish a certificate from the doctor to verify the absence in order to receive payment for the sick leave.

I-8) There will be a minimum of eight (8) Company holidays as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day. In addition to the Company designated holidays listed, employees will be entitled to two (2) floating holidays. An employee will receive eight (8) hours of pay for each holiday. The floating holidays must be scheduled in advance and approved by the supervisor. Two (2) floating holidays, a total of sixteen (16) hours may be carried over through December 31 of the following year. If a holiday falls on a Saturday, the employee will receive an additional floating holiday. If a holiday falls on a Sunday, the Monday following the holiday shall be considered the holiday.

SECTION J BENEFITS

J-1) The changes in the Insurance plan are as follows: Effective July 1, 1988, all employees covered by this contract are eligible to participate in the Company sponsored medical, dental, vision, life, supplemental life, and dependent life insurance plans at the rate determined by the Company for all employees covered by said plans. The parties agreed that each employee would share the costs of medical, dental and vision insurance as follows:

- (a) Medical - 80% paid by the Company and 20% paid by the employee for single and family coverage
- (b) Dental - 60% paid by the Company and 40% paid by the employee
- (c) Vision - 50% paid by the Company and 50% paid by the employee

J-2) All bargaining unit employees are eligible to participate in the Company 401(k) Plan on the date of employment. The Company will match 65% on the first 6% of an employee's contribution to such plan. An employee will become vested in the Company match after one (1) year of employment. In addition, an employee may contribute up to 75% of their annual incentive pay to the Company 401(k) Plan, and the Company will match 65% of the first 6% of such contribution.

J-3) *(Revised 2008)* The Company will provide a Company funded 401K contribution of 6.5% in lieu of participation in the current retirement plan for current bargaining unit members under age 53, and a 4% contribution for any new hire. Additionally, the Company agrees to “Grandfather” current bargaining unit members age 53 and older on the effective date of the contract into the current defined benefit pension plan.

J-4) Effective June 1, 1991, MidAmerican Energy Company, Fort Madison, Iowa bargaining unit employees shall be considered eligible for the long-term Disability Plan currently provided to other eligible bargaining unit employees within the MidAmerican Energy Company Employees Welfare Plan.

J-5) Effective March 1, 2005, MidAmerican Energy Company, Fort Madison, Iowa bargaining unit employees shall become eligible for Retiree Medical Accounts as stipulated in Exhibit “A”.

SECTION K DURATION

K-1) The provision of this Agreement shall take effect from and after September 1, 2008 and shall continue in force and effect for thirty-six (36) months from said date, and it shall be deemed a continuing Agreement, automatically renewing itself from year to year unless written notice of cancellation or the desire to modify the Agreement is mailed by either party to the other party sixty (60) days prior to the anniversary of the effective date. During negotiations for modification, this Agreement shall continue in full force and effect until superseded by another Agreement, provided, however, if such negotiations continue beyond the anniversary date, either party may then terminate this Agreement at any time upon thirty (30) days written notice to the other party.

K-2) If any provision or provisions of this Agreement is or may become contrary to any law or any regulations having the force of law, that provision or provisions is or are abrogated and the remaining provisions are not affected.

Individual
Responsible: Rick Tunning

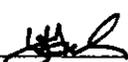
K-3) IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed in their names by their names by their duly authorized officers.

Signed for the Employer:

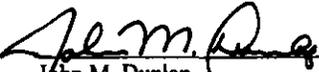
Signed for the Union:

MIDAMERICAN ENERGY COMPANY

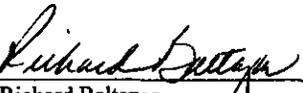
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL 499

 11/6/08

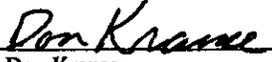
Date
William J. Fehrman
President
MidAmerican Energy Company

 11/7/08

Date
John M. Dunlap
President
International Brotherhood of Electrical
Workers Local 499

 11/5/08

Date
Richard Baltazor
Senior Employee/Labor Relations
Representative
MidAmerican Energy Company

 11-7-08

Date
Don Krause
Business Manager
International Brotherhood of Electrical
Workers Local 499



EXHIBIT “A”

RETIREE MEDICAL ACCOUNTS

This document represents the Agreement between MidAmerican Energy Company, (“company,” or “MEC”) and the International Brotherhood of Electrical Workers (IBEW) Local 499 covering the creation of Retiree Medical Accounts (“RMA”) for certain employees who are currently represented by the union.

The key features of our mutual agreement are as follows:

1. MEC will establish an RMA for every full-time active employee represented by the union on the effective date of this Agreement. These eligible employees will be participants subject to this Agreement. Retiree Medical Accounts will be maintained and administered by the company.
2. An opening account balance will be established for each participant with a balance credit of \$3,700 per year of service to the effective date of this agreement, up to a maximum of 10 years. A participant age 50 or older on the effective date of this Agreement will receive \$37,000, regardless of their years of service.
3. If a participant is age 50 or older on the effective date of this Agreement, 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.
4. After the effective date of this Agreement, 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 prorated based on completed months of service.
5. 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.
6. Participants will be permitted to draw on the value of the RMA if they are full-time employees, and retire from active service on, or after age 55, with at least 10 years of service. The account balance of the RMA may only be used to pay MEC medical premiums, and participants will be responsible for the full cost of medical premiums thereafter at the applicable group rates offered at that time.
7. Employees hired, after the effective date of this Agreement, into positions represented by the union, will not have RMA 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 the full cost for such coverage upon their retirement.

8. A participant may start using the RMA account balance immediately upon retirement, or they may defer using it until a later date in the future, within 10 years of retirement.
9. MEC will offer a life annuity conversion option. This annuity option is calculated at the time of retirement and is contingent upon the RMA balance at the time of retirement.
10. 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 MEC retiree medical premiums as if the employee had retired on the day of death. The spouse will be provided the full RMA benefit that accrued to that date.
11. Participant employees who are age 55 or older on the effective date of this Agreement will be offered a choice. At the time of their retirement they may select either;
 - a. To become a participant in the RMA plan, subject to the terms and conditions as outlined in this Agreement, or
 - b. To remain covered under the retiree medical cost sharing formula that was in effect immediately prior to the effective date of this Agreement.
12. Retiree life insurance will be \$10,000 for each participant.
13. The terms and conditions of this Agreement establishing Retiree Medical Account plans will become effective on January 1, 2005.

CONTRACT AGREEMENT

between

MIDAMERICAN ENERGY CO.

and

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION,
AFL-CIO, CLC AND ITS LOCAL AFFILIATE USW
LOCAL 738**

For South Dakota Craft & Clerical Employees

APPLICABLE IN COMPANY'S BALTIC, BRANDON,
CENTERVILLE, COLTON, CORSON, DELL RAPIDS,
ELLIS, FLANDREAU, HARRISBURG, HARTFORD,
LENNOX, MONTROSE, RAMONA, SALEM,, SIOUX
FALLS, TEA, VALLEY SPRINGS, AND WORTHING
COMMUNITIES

Effective October 1, 2007 - September 30, 2010

TABLE OF CONTENTS

	<u>Page</u>
DECLARATION OF AGREEMENT	3
ARTICLE I RECOGNITION	4
ARTICLE II MANAGEMENT RESPONSIBILITIES.....	4
ARTICLE III COMPANY - UNION RELATIONSHIP.....	5
ARTICLE IV EMPLOYEE CLASSIFICATIONS (JOB TITLES AND WAGE RATES)	7
ARTICLE V DISCIPLINE	12
ARTICLE VI GRIEVANCE PROCEDURE	12
ARTICLE VII ARBITRATION PROCEDURE	14
ARTICLE VIII SENIORITY	15
ARTICLE IX PROMOTIONS, DEMOTIONS, TRANSFERS, POSTING, & BIDDING.....	17
ARTICLE X HOURS - OVERTIME WORKING CONDITIONS.....	20
ARTICLE XI SUBCONTRACTING.....	25
ARTICLE XII TIME OFF DUTY - LEAVES OF ABSENCE.....	26
ARTICLE XIII VACATIONS	30
ARTICLE XIV HOLIDAYS	33
ARTICLE XV WORKFORCE ADJUSTMENTS	34
ARTICLE XVI FEDERAL AND STATE LAWS.....	36
ARTICLE XVII SAFETY RULES	36
ARTICLE XVIII BULLETIN BOARDS	37
ARTICLE XIX SICK LEAVE.....	37
ARTICLE XX GENERAL	38
EXHIBIT "A" JOB TITLES/WAGE RATES	48
INCENTIVE AWARD PLAN.....	53
EXHIBITS "B" THRU "H" BENEFITS OVERVIEW	54 - 73
BENEFITS CONTACT INFORMATION.....	74

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A G R E E M E N T

THIS AGREEMENT, entered into this 1st day of October, 2007, by and between **MIDAMERICAN ENERGY CO.**, its successors and assigns, hereinafter referred to as the "Company," and **UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO, CLC AND ITS LOCAL AFFILIATE USW LOCAL 738** , hereinafter referred to as the "Union".

THIS AGREEMENT amends and replaces the Agreement entered into by and between the Company and the Union effective October 1, 2004.

WITNESSETH: That for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time and promote harmony and efficiency to the end that the Company, the Union and the general public may mutually benefit, the Company recognizes the Union as the collective bargaining agent in matters relating to rates of pay, hours and other conditions of employment of all employees covered by this Agreement.

THIS AGREEMENT, including the exhibits attached hereto, constitutes the entire collective bargaining agreement between the parties. It is therefore, understood and agreed that all past or present, oral or written, expressed or implied agreements, addendums, practices, or understandings between the parties not specifically included in this Agreement are of no further force or effect.

Both the Company and the Union acknowledge that during the negotiations in this Agreement that each party had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from such negotiations and that the understandings and agreements arrived at between the parties are set forth in this Agreement.

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**ARTICLE I
RECOGNITION**

1.1 The Company recognizes the Union as the exclusive collective bargaining agent in matters with respect to rates of pay, hours and other conditions of employment of the Company's craft and clerical (as defined by the National Labor Relations Board on December 22, 1976, in Case No. 18-RC 11102) employees working at the Company's gas properties, located in Baltic, Brandon, Centerville, Colton, Corson, Dell Rapids, Ellis, Flandreau, Harrisburg, Hartford, Lennox, Montrose, Ramona, Salem, Sioux Falls, Tea, Valley Springs and Worthing communities in South Dakota or out of such locations on temporary work assignments excepting, however, those supervisory employees with authority to hire, discharge, direct, or in other ways effectively recommend changes in the status of other employees, such as all superintendents, assistant superintendents, supervisors, department heads, engineers with special training, managerial employees, professional employees, sales and sales support employees, confidential employees, guards, supervisors, and all other employees as defined in the Act.

**ARTICLE II
MANAGEMENT RESPONSIBILITIES**

2.1 The Union recognizes that the right, in accordance with the provisions of this Agreement, to employ, promote, discipline and discharge employees (for just and proper cause) and manage the business and property of the Company, to direct the working forces, to affect changes not specifically provided for in this Agreement, and to plan and carry out operations are reserved by and shall be vested in the Company. The Company shall have the right to exercise discipline in the interest of good service and proper conduct of its business.

2.2 The Union President and Vice President shall be promptly notified, of any changes in written policy and will be provided written notice of formal discipline and the reason for discipline.

**ARTICLE III
COMPANY - UNION RELATIONSHIP**

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4 3.1 The Company agrees that it will cooperate with the Union in its
5 efforts to promote harmony and efficiency among the Company's
6 employees covered hereunder, and that it will do nothing to coerce
7 or intimidate any employees in any manner relative to their Union
8 membership. The Company will not permit discrimination for or
9 against, or interference with, any employee because of Union
10 membership or activity.
11
12 3.2 The members of the Union, employees of the Company, through
13 their Union, agree that they will individually and collectively
14 perform loyal and efficient work and service, and that they will use
15 their influence and best efforts to protect the property of the
16 Company and its services to the public, and that they will cooperate
17 in promoting and advancing the welfare of the Company at all
18 times during the life of this Agreement.
19
20 3.3 The Company and the Union, including their individual agents and
21 members agree that there shall be no discrimination, interference,
22 restraint, coercion or annoyance against any employee because of
23 their membership or non-membership in the Union or because of
24 participation or non-participation in Union activities.
25
26 3.4 The Company and the Union jointly and mutually declare it to be
27 their purpose and intention to carry out in good faith the provisions
28 of this Agreement and to engage in no subterfuge for the purpose
29 of defeating or evading the provisions thereof.
30
31 3.5 It is expressly understood and agreed that the services to be
32 performed by the employees covered by this Agreement pertain to
33 and are essential to the operation of a public utility and to the
34 welfare of the public dependent thereon, and in consideration
35 thereof, and of the Agreement and conditions herein by the
36 Company to be kept and performed, the Union agrees that under
37 no conditions will the employees covered by this Agreement, or
38 any of them, be called upon or permitted to cease or abstain from
39 the continuous performance of the duties pertaining to the
40 positions held by them under the Company, and the Company
41 agrees on its part to do nothing to prevent such continuity of

- 1 performance of said employees, insofar as such performance is
2 required in the normal and usual operation of the Company's
3 property, and that any contract dispute that may arise between the
4 above mentioned parties should be settled in the manner herein
5 provided.
6
- 7 3.6 All employees that are qualified to use and/or operate Company-
8 owned equipment or tools may be required to do so at any time
9 that the work situation requires such equipment and/or tools with
10 or without the supervisor being present.
11
- 12 3.7 The Company shall not request or instruct any employee to go
13 through a picket line of a striking Union except that this section
14 shall not apply to strikes arising out of jurisdictional disputes
15 between Unions. The entire provision does not apply to
16 emergencies.
17
- 18 3.8 The Company agrees for the length of the Agreement to take out
19 monthly dues from the Union employees covered by this
20 Agreement and send them in total to the Financial Secretary /
21 Treasurer of United Steel Workers International Union in the first
22 pay period of every month. The amount to be deducted will be
23 furnished to the Company by the Union and the check-off cards
24 signed by the members will be in effect until the end of the term
25 of the Agreement.
26
- 27 3.9 **PAC:** During the life of this Contract, the Company agrees to
28 deduct physical Union employees' contributions to the USW PAC
29 from the pay of each employee who gives the Company written
30 authorization to do so in the form and manner required by law,
31 and the Company agrees to pay over the total amount of such
32 employee contributions deducted to the Financial Secretary of the
33 Union each month, giving the Secretary therewith an itemized
34 statement setting forth the names of the employees and the
35 amount deducted for each. The Union will furnish the Company
36 a certified list of the Union members, presenting such
37 authorizations, together with a designation as to the amount of
38 regular monthly contributions from each member.
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