

AGREEMENT

BETWEEN

BLACK HILLS GAS DISTRIBUTION, LLC

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

October 31, 2023, to October 30, 2026

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AGREEMENT

THIS AGREEMENT, made as of the 31st day of October 2023 by and between Black Hills Gas Distribution, LLC, hereinafter referred to as the "Company", and the Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 1 - Recognition

Section 1.1. - Bargaining Unit Defined

The Company recognizes the Union as the sole and exclusive bargaining agent for all employees in the classifications listed in Section 3.8 (including regular part-time and full-time employees) employed by Black Hills Gas Distribution, LLC, at its various facilities located in the State of Nebraska, excluding office clerical employees, managers, temporary employees, employees presently represented by other labor organizations, guards, professional employees and all supervisory employees with authority to hire, promote, discharge, discipline or otherwise affect changes in status of employees or effectively recommend such action within the meaning of the National Labor Relations Act, pursuant to the certification in Case Number 17-RC-5724.

Section 1.2. - Mutual Cooperation

Black Hills Gas Distribution, LLC is a proud team that delivers to our customers quality energy products and valuable services vital to our nation's future. The parties agree to cooperate in furthering our Company's mission which is furnishing essential public services which vitally affect the health, safety, comfort, and well-being of a large majority of the population in the territory covered by its operations and its very existence is dependent upon the faithful carrying out of its obligations and responsibilities to the public.

ARTICLE 2 - Hours of Work

Section 2.1. - Workweek and Workday

The workweek begins on Monday at 12:01 a.m. and ends at 11:59 p.m. the following Sunday and the workday begins at 12:01 a.m. and ends at 11:59 p.m. The regular work week will consist of forty (40) hours in five (5) consecutive eight-hour days or four (4) 10-hour days at management's discretion, provided however, that this shall not be deemed as a guarantee that a given number of hours of work shall be available in any workday or workweek.

Section 2.2. - Alternative Work

When employees report for duty and they are unable to perform their regular duties because of inclement weather, ground conditions or for any other similar reason, the Company shall make every effort to find other work, including Supervisor approved training.

Section 2.3. - Work Schedules

Currently the regular work schedule is Monday through Friday, 7:30 a.m. to 4:00 p.m. If a work schedule is changed with less than one-week (1-week) advance notice, during the first twenty-four (24) hours of the new

schedule an employee shall be paid at time and one-half for all hours worked by said employee outside of his/her originally scheduled hours. An employee's starting time may be shifted up to two (2) hours before or after regular start time, through written employee request and supervisor approval, which will not be unreasonably or arbitrarily withheld. Premium pay shall not be required when the employee is returned to his/her regular work schedule. When work requirements permit, employees may request changes in scheduled days or hours, and if the Company agrees to the work schedule change, the Company will not be required to pay any premium pay for the new scheduled hours.

When the Company adds a new scheduled shift, employees may select the new shift by seniority within their classification.

Section 2.4. - Rest Periods

Employees will be granted a paid rest period of rest of fifteen (15) minutes in the first four hours and in the second four (4) hours of each shift.

ARTICLE 3 - Wages

Section 3.1. - Wage Schedule

Wages set forth in Appendix "B" shall be the minimum regular hourly pay rates for each classification and level during the term of this Agreement.

Section 3.2. - Recording Time

Time for hours worked must be recorded in minimum of quarter-hour increments.

Section 3.3. - Callout

Employees called out from their residence or departing location at times other than their regularly scheduled working hours shall be paid at the premium callout rate of time and one-half, "portal to portal." Employees who are called out and work at least (4) four hours between the hours of 10:00 p.m. and 6:00 a.m. will be paid the equivalent number of hours at regular pay to go home and rest. Portal to portal pay includes actual time spent resolving the problem and travel time to and from the employee's residence or departing location.

Called out employees will be paid at least two (2) hours for the first callout in a twenty-four-hour (24) period. If an employee is called out more than once in a twenty-four-hour (24) period, the employee shall be paid the callout rate for each additional callout for the actual time worked portal to portal, or one hour, whichever is greater. For the purpose of this section, a twenty-four-hour (24) period shall commence at 12:01 a.m. Every reasonable effort will be made to minimize after hours non-emergency call outs.

- a.) If an employee works sixteen (16) hours within a twenty-four (24) hour period, the employee will be entitled to take a rest period at that time unless there is mutual agreement between the supervisor and the employee.

- b.) An employee who has worked sixteen (16) hours in a twenty-four (24) hour period will be entitled to an eight (8) hour paid rest period. Rest pay does not apply to regularly scheduled days off or paid time off (PTO).
- c.) For each hour of rest which occurs during the employee's regular workday, the employee will be paid straight-time rate.

Section 3.4. - Standby

When an employee is specifically directed by the Company to be on a standby basis for a period of more than one (1) hour and to be available for callout, the employee shall receive one (1) hour of regular straight-time pay for each such day they are assigned, except when assigned on a regular day off they shall receive two (2) hours regular straight-time pay for such standby. Employees placed on standby on an actual holiday shall be paid four (4) hours of regular straight time pay. Employees must be "DOT ready" while on standby.

All possible effort, consistent with customer service requirements, shall be made to schedule standby so employees are not required to be on standby for more than seven (7) continuous days.

Employees required to work more than 10 standby periods in a calendar month, will receive premium standby pay of four (4) hours of pay Sunday through Saturday, and five (5) hours of premium standby pay for an actual holiday beginning with the eleventh (11) standby period. Standby periods voluntarily worked or filling in for another employee on PTO will not count toward premium standby days. Standby periods worked because another employee is on a Company approved leave, other than PTO, will count toward the premium standby days. Employees will provide the Company with a telephone number where they can normally be reached for callouts and emergency response situations.

Section 3.5. – Standby Period

A standby period will be defined as a twenty-four-hour (24) period beginning at the start of the scheduled workday to the start of the work schedule the next day. When the next day is not scheduled, the standby period starts with the end of the last day scheduled continuing in twenty-four-hour (24) increments until the next scheduled day.

Section 3.6. - Off-Duty Work

If an employee performs work at the Company's request while off duty and the employee does not need to travel or leave their residence, the employee will be paid for thirty (30) minutes or actual hours worked, if greater, in addition to any amount paid for standby.

Section 3.7. - Upgrade Pay

An employee, who at the direction of the Company, works more than one (1) hour per day in a higher paid classification, using the highest level of the classification, (not a level within a classification) that is outside their regular job classification, shall be paid the higher rate of pay for actual hours worked. Employees with a hazmat endorsement on their CDL will receive an additional \$4.00 per hour for each hour spent operating a vehicle which requires HAZMAT endorsement, including travel time "leaving and returning to" the employee's reporting location.

Section 3.8. - Job Classifications

The Company has the right to establish and eliminate job classifications based on business needs. The following job classifications are recognized under this Agreement:

<i>Measurement Technician</i>	<i>Welder</i>	<i>Mechanic</i>
Level 4 (top)	Level 4 (top)	Level 4 (top)
Level 3	Level 3	Level 3
Level 2	Level 2	Level 2
Level 1 (entry)	Level 1 (entry)	Level 1 (entry)
<i>Operations Specialist</i>	<i>Meter Reader</i>	
Level 4 (top)	Level 2 (top)	
Level 3	Level 1 (entry)	
Level 2		
Level 1 (entry)		
<i>Service Specialist</i>	<i>Maintenance Specialist</i>	
Level 5 (top)	Level 5 (top)	
Level 4	Level 4	
Level 3	Level 3	
Level 2	Level 2	
Level 1 (entry)	Level 1 (entry)	

Section 3.9. - Shift Premium

A premium of \$1.00 per hour shall be paid for all shifts worked by an employee whose shift regularly ends at or after 7:00 p.m. of the workday.

Section 3.10. - Payday

Employees covered by this Agreement shall be paid every two (2) weeks.

ARTICLE 4 – Seniority, Force Reduction, & Recall

Section 4.1. - Seniority Defined

An employee's seniority shall be based on their length of service with the Company and its predecessor companies since their most recent date of hire. If two (2) or more employees have identical seniority dates, the employee with the earliest birth date in the calendar year shall be considered the senior employee.

Section 4.2. – Loss of Seniority

Employees shall lose seniority and their employment relationship will be considered severed, in the following instances:

- a) Voluntarily leaves the service of the Company or is discharged for just cause, including job abandonment.

- b) Failure to return to work or make satisfactory arrangements for return within ten (10) calendar days after notice of recall from a layoff is mailed by the Company as provided herein. (All notices of recall shall be by certified mail addressed to the employee's address left on file with the Company).
- c) Accepting severance.
- d) On a disability leave of absence for more than twelve (12) months. Before an employee's seniority and employment is terminated under this section, the employee may provide the Company with adequate medical documentation if he/she wishes to return to work. Upon submission of the medical documentation, the Company will evaluate the employee's medical restrictions, if any, and determine if the employee can return to work with or without a reasonable accommodation.

Section 4.3. – Seniority Bridging

- a) Employees who are rehired after a break of seniority of twelve (12) months or less shall have seniority bridged immediately.
- b) Employees who have been off the payroll in excess of twelve (12) months shall have their seniority bridged only after five (5) continuous years of service from the date of reemployment.

Seniority bridging is for all contract purposes including but not limited to bidding, PTO allocation, PTO selection, layoff, and recall. For retirement purposes, the plan document is controlling.

Section 4.4. - Bargaining Unit Openings, Vacancies and Hard to Fill Positions

The Company has the sole right to determine when openings or vacancies exist and/or whether openings or vacancies will be filled. Bargaining Unit openings and vacancies will be posted company-wide by classification for fourteen (14) calendar days. The Company will fill such openings with the most qualified senior candidate. If no employee candidate is qualified, the Company may hire from the outside of the Bargaining Unit or select an employee who it believes has the best qualifications for the job.

After the Company determines that a position is hard to fill, the Company reserves the right to pay current employees a financial incentive to relocate to certain towns serviced by the Company. The amount and form of the financial incentive is payable at the sole discretion of the Company – however, the financial incentive will not include a wage rate higher than what is listed in Appendix B. This limitation does not apply to wage changes made under Section 3.1.

Section 4.5. - Employee Qualifications

It is recognized and agreed that the Company's judgment and appraisal of any employee's qualifications shall be controlling, provided the Company has made a good faith effort to properly judge and appraise the employee's qualifications. For purposes of this Article, it is understood that an employee's qualifications to properly perform a job shall be based on any job-related criteria, job requirements, performance appraisals, work history, tests, licenses or certifications, and the employee's knowledge, skills, and ability.

Section 4.6. - Seniority List

A list of employees setting forth their seniority, classification, location and pay rate as of January 1st shall be provided to the Union by February 1st. When bargaining employees are hired or terminated, the Company will notify the Local President and Secretary Treasurer, no more frequently than monthly. The Company will furnish the Local President with the name, home address, phone number and personal email (if provided) address of all new hires within one (1) week of the employee's start date.

Section 4.7. - Notification of Layoff

In the case of permanent layoff, the Company shall notify the employees to be laid off and the Union at least thirty (30) calendar days in advance of such permanent layoff.

Section 4.8. - Reductions in Force

When it becomes necessary to reduce the workforce at a work location, the junior employee in the lowest level in the affected classification shall be laid off first. However, to avoid disruption of an involuntary bump, voluntary termination may be offered by seniority in the affected classification at the work location. An employee who accepts voluntary termination will receive severance pay and will not have recall rights. When the Company determines that a reduction in force is necessary, all employees involved in the bumping process will have priority on any bargaining unit openings within the Company consistent with Section 4.5.

Section 4.9. - Bumping Rights

In the event of a reduction in force, a maximum of two (2) bumps will be allowed for each position eliminated as follows:

Step 1. The employee removed from their classification may displace any junior employee in the same classification or in any classification in the same location for which the employee is OQ qualified and had the skills to perform the job immediately.

Step 2. The displaced junior employee may then displace the most junior employee in their classification. The displaced employee who has no bumping rights will have the option of either accepting severance or remaining on the recall list for up to twenty-four (24) months.

An employee electing to exercise bumping rights under this Section must provide the Company with written notice of their intent to bump. Such written notice must be received by the Company within ten (10) calendar days of the date he/she was notified of permanent layoff. The ten-day (10) period may be extended by mutual agreement between the Company and the Union. In the case of multiple layoffs, bumping placement will occur after all notices are received at which time the job will be awarded by seniority on the eleventh (11) day. Once the bump is accepted, the Company will work with the employee to determine the reporting date.

Section 4.10. - Recall

When the work force is again increased within a classification, laid off qualified employees with seniority rights (see Section 4.1), shall be returned by seniority within the classification. Recalled employees will be reinstated at the level they held at the time of their layoff so long as they are currently qualified for that level.

ARTICLE 5 - Overtime

Section 5.1. - Daily and Weekly Overtime:

The Company will pay employees at the rate of one and one-half times their regular hourly pay rate for all work performed in excess of forty (40) hours in any workweek and hours worked in excess of their regularly scheduled daily shift.

Section 5.2. - No Pyramiding of Overtime

Overtime pay shall not be paid more than once for the same hours worked.

Section 5.3. - Incidental Overtime

For non-emergencies dispatches after 4:30 p.m. that might result in incidental overtime, the Area Managers, dispatch and the employees in a work group can mutually agree to written guidelines that will be used to determine which employee will be assigned the job, so long as the employee has the skill needed to perform the job and priority is given to the technician who is in close proximity to the job and is available.

Section 5.4. - No Compensatory Time Off

Compensatory time off will not be allowed to avoid overtime liability.

ARTICLE 6 - Grievance and Arbitration Procedure

Section 6.1. - Grievance Defined

The term "grievance" shall mean any controversy, discipline, complaint, misunderstanding or dispute of an issue or interpretation, application or observance of any provision of this Collective Bargaining Agreement, including any amendments, or supplements to this Agreement jointly agreed to in writing by the parties.

Section 6.2. - Investigation of Grievances

The Company and the Union agree that each has the right to investigate the circumstances surrounding and relating to any grievance-and agree to assist each other in the conduct of such investigations. Upon the Union's request and employee's written authorization, non-privileged investigatory documents used in reaching the Company's decision concerning the affected bargaining unit employee(s) will be provided to the Union. The Union will not disclose any confidential information to anyone unless they have a specific or legal need to know.

Section 6.3. - Informal Resolution

The Company and the Union agree that grievances will first be discussed between the parties on an informal basis for resolution when possible. Grievances will receive fair, just, and speedy consideration without prejudice or discrimination.

Section 6.4. - Formal Grievances

Grievances which cannot be resolved informally shall be reduced to writing. The grievance form shall be legible and contain:

- a.) names of the employee(s) aggrieved;
- b.) grievance tracking number;
- c.) sections of the Agreement that were allegedly violated;
- d.) date of the alleged violation;
- e.) description of the circumstances out of which the grievance arose;
- f.) summary of the Company's and Union's positions during the informal resolution discussion;
- g.) Union's proposed remedy or settlement

Section 6.5. - Discipline Grievances

Step 1. Grievances involving any form of discipline, including terminations, shall be submitted to the Area Manager and/or designee within thirty (30) days of the discipline being communicated to the employee. The Area Manager and/or designee and the local union steward or designee will, within fifteen (15) days of receipt of the grievance, discuss and attempt to resolve the issue. If not resolved, the Company shall give its answer in writing within fifteen (15) days to the Union's Local President. The Union will accept, reject, or appeal the Company's answer within fifteen (15) days.

Step 2. If the discipline grievance is not resolved in Step 1, the Human Resources Manager, the General Manager, or designee and the Union's International Bargaining Agent will discuss the grievance within thirty (30) days of receiving the Company answer. The Company will provide an answer within fifteen (15) days of the meeting to the Union's International Bargaining Agent and Local Union President. The Union will accept, reject, or appeal to arbitration within thirty (30) days of the answer.

Section 6.6. - All other Grievances

Step 1. Any grievance involving an interpretation of the Agreement, other than grievances involving discipline or discharge, shall first be submitted to the grievant's immediate supervisor within thirty (30) days from the date the grievant or Union knew or should reasonably have known of the incident or occurrence giving rise to the grievance. The parties will discuss the grievance within fifteen (15) days of receipt of the grievance. If not resolved at this step, the immediate supervisor shall send an answer in writing within fifteen (15) days to the Union Steward and the Local President. The Union will accept, reject, or appeal to second step within fifteen (15) days after receipt of the supervisor's written decision.

Step 2. If the grievance is not resolved in Step 1, the grievance shall be referred to the appropriate Area Manager and/or designee and the Union Area Vice President or Union President who shall discuss the grievance within fifteen (15) days of the appeal. If not resolved, the Company shall send a written answer to the local Union President. The Union will accept, reject, or appeal within fifteen (15) days of the receipt of the answer.

Step 3. If the grievance is not resolved in Step 2, the grievance shall be referred to the Human Resources Manager, the General Manager, and/or designee and the Local Union President and the Union's International Bargaining Agent who will discuss the grievance within thirty (30) days. The Company will send the Union International Bargaining Agent and the Local Union President an answer in writing within fifteen (15) days of the meeting. The Union will accept, reject, or appeal to arbitration within thirty (30) days of the Company's final answer.

Section 6.7. - Arbitration

The arbitrator shall be mutually agreed to by a Company Representative and a Union Representative. If the parties cannot agree to an arbitrator, the arbitrator shall be selected from a list of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service (FMCS). The parties shall strike names alternately and the Union shall strike first. Each party shall have the right to strike the entire panel of arbitrators once.

The parties shall follow the rules of FMCS. The decision of the arbitrator, after a hearing, shall be final and binding on the parties. The expenses of arbitration shall be borne equally by the parties. In rendering their decision, the arbitrator shall not add to, subtract from, modify, or amend any provisions of this Agreement. The arbitrator shall render a written decision within thirty (30) days after receipt of the parties' briefs or thirty (30) days from the conclusion of the hearing if no briefs are filed by the parties. Past practice may only be used by the arbitrator to interpret a vague or ambiguous provision of this Agreement. The arbitrator's decision is to be based solely on the evidence and arguments presented by the parties at the hearing. In discharge cases, the arbitrator shall have the authority to award back pay and reinstatement if they find the Company did not have just cause to discharge the employee. In a discharge case, the arbitrator shall not have the authority to order back pay in lieu of reinstatement.

Section 6.8. - Time Limits

If, after the submittal of the written grievance either party fails to abide by the timetables specified in each subsequent step of the grievance procedure, then the grievance shall be considered resolved and the remedy shall be in favor of the other party. Either party may withdraw the grievance in writing at any time prior to submitting the grievance to arbitration in a non-precedent setting manner and without conceding their position on future grievances. For the purpose of this Article, the time limits as specified herein are exclusive of Saturdays, Sundays, and/or holidays. The time limits specified in each step of the grievance procedure may be extended by mutual agreement between the Company and the Union.

Section 6.9. - Representatives at Grievance Steps

In order to best utilize this grievance procedure, each party understands they must have a representative present at each step of the grievance procedure that has the authority to resolve the grievance.

Grievance Committees:

- a) The Union shall select representatives to handle grievances who shall serve as the Union Grievance Committee. This committee will consist of up to three (3) employees or Union officers/staff.
 - i. For Step 1, the union Grievance Committee may consist of up to three (3) Union Representatives, which may be the employee, local steward, Area Representative, or other Union official.
 - ii. For Step 2, it will be Union Area Vice President or Union President and up to two (2) additional Union representatives.
 - iii. For Step 3, it will be the Local Union President, and the Union's international Bargaining Agent and up to one (1) additional Union representative.
- b) The Company shall select a grievance committee consisting of the appropriate leader and up to two (2) associates.
 - i. For the Step 1, it will be the immediate supervisor and up to two (2) additional Company representatives.
 - ii. For Step 2, it will be area manager or next level leader and up to two (2) additional Company representatives.
 - iii. For Step 3, it will be the state General Manager or designee, an HR Business Partner or Labor Relations Manager, and up to one (1) additional Company representative.
- c) No more than three (3) employees will be granted excused absence with pay to attend Step 2 grievance meetings, provided they are attending during their regular working hours. By mutual

agreement, additional witnesses may be excused with pay to attend such hearings provided they are attending during their regular working hours.

- d) Aggrieved employees shall not be selected to serve on committees hearing their grievances at Step 2 for Discipline or Step 3 for General grievances.

ARTICLE 7 - Discipline

Section 7.1. - Union Representation

The Union shall be considered the representative for grievance presentation purposes of any employee laid off, discharged or otherwise separated from the payroll until the limits of the grievance and arbitration procedures have been exhausted. An employee shall be entitled to request union representation to be physically present at any investigatory interview that the employee reasonably believes may result in disciplinary action. The Union will make a reasonable attempt to have the closest union representative attend. Union representation may attend by phone or video conference for investigatory interviews if the employee and union representative have an opportunity to discuss concerns in private prior to the investigatory meeting.

Section 7.2. - Just Cause

Employees covered by this Agreement shall not be suspended, demoted, discharged, or otherwise disciplined except for just cause.

Section 7.3. - Notification to the Union

The Company will notify the employee and the Union of any suspension, demotion, or discharge action and give reasons for the action.

Section 7.4. - Immediate Removal

Nothing in the foregoing shall prevent the Company from immediately removing an employee, for cause, from the premises or assignment pending final disposition of the case.

Section 7.5. - Probationary Employees

The question of whether "just cause" exists for the discipline shall be subject to the grievance and arbitration procedure provided herein, except that the discipline, suspension, demotion, or discharge of any employee during their probationary period (typically, the first six (6) calendar months of their employment unless otherwise agreed upon by the Company and Union as outlined in Section 19.1) may be taken up as a grievance but shall not be subject to arbitration.

ARTICLE 8 - No Strike or Lockout

It is agreed that neither the Union nor its members nor any employee it represents will instigate, participate in, or engage in any strike, sympathy strike, slowdown, stoppage of work, boycott, or other interference with production or operations during the term of this Agreement. The Company agrees that during the term of this Agreement there will be no lockout of employees covered under this Agreement.

ARTICLE 9 - Management

All the inherent rights of management shall be solely and exclusively retained by the Company, which includes but is not limited to the right to:

- a) hire, layoff, recall, evaluate, promote, and demote employees;
- b) discipline and discharge for just cause;
- c) to determine the duties to be performed by each classification;
- d) establish or amend the qualifications necessary for each classification or job;
- e) abolish classifications (with ten [10] calendar days advance notice and negotiation with the union);
- f) establish or modify job descriptions;
- g) establish the wage rate for any classification (the wage rate will be subject to bargaining with the Union);
- h) assign work and duties, and when necessary to maintain efficiency, service the public or maximize utilization of resources;
- i) shift work from one functional or geographic area to another;
- j) institute changes in process/procedures;
- k) implement new technology and automation and determine utilization of the same;
- l) establish and revise safety standards;
- m) determine where/when and how much training is required;
- n) establish, amend and enforce reasonable rules, policies and regulations;
- o) schedule the hours of work and days of the work week;
- p) subcontract work consistent with Article 11;
- q) determine when overtime will be worked;
- r) set or change the starting and quitting times;
- s) to establish or amend the number of hours and shifts to be worked subject to the provisions of this Agreement;
- t) determine the manner, means, methods, and equipment used, the services provided and the location of the operations;
- u) introduce new or improved methods of service

In the interest of maintaining efficient operations and ensuring prompt and reliable service for customers throughout the state, the Company may utilize both non-bargaining and bargaining employees to perform work in any area of the Company so long as existing bargaining unit employees are not displaced.

ARTICLE 10 - Union Rights

Section 10.1. - Representation of Employees

The right to manage the Union in carrying out its functions to represent all employees of the Unit for the purposes of collective bargaining affecting the wages, hours of work and other conditions of employment, including the right to process grievances, shall not be interfered with by the Company or its agents except as these rights are limited by this Agreement.

Section 10.2. - Company Requested Conferences

Elected Union officials shall be paid for straight time when excused from their regular scheduled work hours to attend conferences requested by the Company. The Company shall not pay Union officials to attend meetings requested by the Union without prior Company approval. Elected Union officials include the President, Vice President, Secretary-Treasurer, and two (2) Area Vice Presidents.

Section 10.3. - Unpaid Union Business Time

The Company agrees to grant elected Union officials or their alternate a reasonable number of hours off per year without pay and with no impact on the Short-Term Incentive Plan to handle Union business. Such request requires supervisor approval. Union officials shall be required to give one (1) week notice to the employee's supervisor when requesting time off for Union business. Requests for time off with less than one (1) week notice will be considered by management.

Section 10.4. - Grievance Meetings

Whenever possible, grievance meetings will be held during regular working hours of the union official. The parties will use conference calls for grievance meetings whenever possible and at a time to have minimal impact on the business. The Company and the Union shall be reasonable in the administration of this section. Union representative participating in grievance meetings during regular working hours will be paid their regular wages.

Section 10.5. - Bulletin Boards

The Union shall have the right to place bulletin boards at its own expense at each office or plant location. The location, number, and construction of such bulletin boards, however, shall be subject to the approval of the Company. Material to be posted shall relate only to official Union business and shall not contain anything of a controversial, offensive, or political nature, anything derogatory to the Company or employees, or anything that will detrimentally affect service.

ARTICLE 11 - Contracting

It shall be the Company's policy and intention to use its employees as much as practicable for the performance of the Company's work. It is recognized, however, that the Company may contract work to other companies when the Company determines that such a course is justified by bona fide business considerations.

Such contracting to other companies shall not directly cause the layoff of bargaining unit employees. Prior to contracting, the Company will consider the need to hire additional employees into the bargaining unit including part-time employees.

ARTICLE 12 - Payroll Deduction of Union Dues

Section 12.1. - Union Dues

The Company will make collection through payroll deduction of regular Union dues as certified by the Secretary-Treasurer of the Union, upon receipt of the signed authorizations of the individual employees and

shall pay over to the Union monthly the total amount of dues deducted, provided said dues are the same percentage of base pay for all employees. The Company each month will furnish the Secretary-Treasurer of the Union a statement of the total dues deducted, a list of employees for whom dues were deducted, and the names of employees whose deduction authorizations were revoked during the preceding month.

Section 12.2. - COPE

The Company will deduct COPE contributions upon receipt of the signed authorizations of the individual employees and shall pay over to the Union monthly the total amount of COPE contributions deducted.

Section 12.3. - Indemnity

The Union shall indemnify and hold harmless the Company against any form of liability arising out of any action taken or not taken by the Company in attempting to comply with any provision of this Article.

ARTICLE 13 - Approved Time Off and Leave of Absence

Section 13.1. - Personal Unpaid Leaves

An employee desiring a leave of absence without pay should make a written request to and be approved by their immediate supervisor.

Section 13.2. - Approved Leaves

Leave of absences, with supervisor approval, will be granted and administered during the term of this Agreement in accordance with the Company's Absence from Work Policy which can be found on the Company's intranet.

ARTICLE 14 – Government Laws and Non-Discrimination

Section 14.1. - Non-Discrimination

There shall be no discrimination against any employee because of his/her race, color, religion, sex, national origin, military or veteran status, age, a qualified individual with a disability, sexual orientation, union membership or any other legally protected trait. Harassment based on one of these protected traits against any employee, visitor, supplier, or agent of the Company will not be tolerated.

Section 14.2. – Invalidation and Interpretation

If any court or federal or state law should invalidate any part of this Agreement, such decision or law shall not invalidate the entire Agreement. If any part of this Agreement becomes invalid, the parties will meet and confer in an effort to cure the invalid provision. Nothing in this Agreement shall be construed to require either party of this Agreement to act in violation of any State or Federal law.

Section 14.3. - Reasonable Accommodation and Light Duty

In the administration of this Agreement, the Company shall provide reasonable accommodation to qualified individuals with a disability and to employees based upon religious tenets. The Company shall determine the need for and extent of such accommodation in accordance with the requirements and interpretations of the

Americans With Disabilities Act and Title VII of the Civil Rights Act of 1964, even if such accommodations may be in conflict with another provision of this Agreement. In order to return employees to work after an injury or illness as soon as possible, the Company may, at its discretion, require employees to perform available modified duty work when medically released, with or without restrictions.

ARTICLE 15 – Commuting Distance

The Company’s preference is that its employees live in the communities in which they work and serve. Notwithstanding the foregoing, all employees are required to live in a location that permits timely response to meet the State and Company requirements of responding to emergency situations not to exceed sixty (60) minutes. If an employee’s current reporting location is closed, the employee will not be required to move unless the office closure is the result of a force of reduction.

ARTICLE 16 – Holidays

Section 16.1. - Holidays

All regular full-time employees will be allowed the holidays as set forth in the Company’s Absence from Work Policy, currently:

- | | |
|------------------|------------------------|
| New Year's Day | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| Independence Day | Christmas Eve |
| Labor Day | Christmas Day |
| | 3 Floating Holidays |

Section 16.2. – Floating Holidays

A floating holiday means a holiday selected by the individual employee. The employee shall normally be required to give more than two (2) weeks advance notice of the day that they would like to take as a floating holiday. Scheduling of the floating holidays shall be subject to supervisor approval. The Company will not normally approve such holiday time off if the Company is required to pay additional premium pay to replace the employee. Requests for PTO shall have preference over requests for the floating holidays during the initial selection process.

Section 16.3. - Conditions for Holiday Pay

In order to receive holiday pay, an employee must work their last scheduled shift before and their first scheduled shift following the holiday, unless failure to work is due to the employee's illness or injury or permission has been given from the employee's supervisor for such time off. Employees off duty on a holiday for the following reasons will not be eligible for holiday pay: (a) injury or illness covered by Worker's Compensation Law after expiration of STD or (b) unpaid leave of absence.

Section 16.5. - Holiday Pay

Eight-hours (8) base pay will be paid for holidays not worked. All hours paid for a holiday occurring on an employee's regular scheduled workday when the employee does not work that day shall be counted as hours worked in computing overtime.

Section 16.6. - Work on a Holiday

When it is necessary for employees to work on a holiday, the hours, which they work, shall be paid for at the premium rate of two (2) times their base hourly rate in addition to their regular holiday pay.

ARTICLE 17 – Paid Time Off (PTO)

Section 17.1. - Scheduling PTO

On or before January 1st of each year, employees are invited to express their preference as to PTO time by seniority in full weeks. After full weeks are selected, employees may select single or partial days by seniority. In assigning PTO, the Company, insofar as feasible, will comply with the request, giving preference to requests of senior employees. PTO selections must be given to the immediate supervisor on or before January 31st. PTO will be approved by February 15th. PTO not scheduled during the initial selection process will be available on a first come first serve basis.

Section 17.2. - PTO Weeks

PTO weeks shall normally be scheduled on a calendar week basis, starting at 12:01 a.m., Monday. Employees will not be scheduled or required to work their day or days off immediately prior to the start of their PTO. Employees scheduled for a calendar week PTO will not be scheduled or required to work standby on their regular days off immediately preceding and following their scheduled PTO.

Section 17.3. - Partial and Single Day Vacations

Employees may elect to take PTO, in half days, a day at a time, in other increments of less than a full week, or in increments of less than a full hour, but no less than ¼ hour increments with supervisor approval.

For all PTO covered in Section 18.3 (partial and single day PTO), at least one-week advance notice is required except in the case of an emergency. Scheduling of such PTO shall be subject to the approval of the employee's supervisor. Approval shall not be unreasonably denied.

Section 17.4. - Work Days Before and After PTO

The Company shall endeavor to arrange the work schedule of employees who rotate on and off of a Tuesday through Saturday work schedule so that the employee is not scheduled to work Saturday in the week preceding the commencement of their PTO.

Section 17.5. - Earning PTO

As governed by the Absence from Work Policy and summarized here for reference, full-time Employees will accrue PTO on the first payroll cycle of each month, with specific accrual amounts reflecting the employee's years of recognized service. Following payroll processing, employees will have access to the PTO that they have earned for immediate use. Eligible employees will continue to earn PTO at a monthly rate thereafter. No Employee may earn more than 240 hours of PTO in a calendar year. Once an Employee reaches the maximum earned PTO cap of 240 hours, no more PTO can be earned until the Employee uses PTO and their balance drops below the 240-hour cap.

Please note: There are many other opportunities afforded under the Absence from Work Policy. The hyperlink provided digitally below will allow anyone connected to the Black Hills Energy network to review the Black Hills Energy policy section on Ben, which provides useful information and summaries of BHE policies (including the "Absence from Work Policy" referenced below) and can be found at: [Legal - Absence from Work Policy.pdf - All Documents \(sharepoint.com\)](#)

ARTICLE 18 – Skill-Testing

The Company reserves the right to test for job-related skills, knowledge, or ability, or as required by any regulatory agency.

ARTICLE 19 – Employment Status

Section 19.1. - Probationary Employees

A new employee will be in a probationary status for the first six (6) months of employment and shall not acquire seniority. But if they are employed beyond six (6) months of employment, their seniority will date from the first day of continuous employment. Probationary employees may be disciplined or discharged at the Company's discretion for any reason and shall not have recourse to the arbitration procedure. Any leave taken by a probationary employee will not count toward completing the six-month (6) probationary period. The probationary period may be extended by mutual agreement between the Company and the Union in writing for a specified period of time. When such extension is made between the parties, the employee shall subsequently be notified in writing.

Section 19.2. - Work by Supervisors

A supervisor shall not perform bargaining unit work except in an emergency or scheduled training.

ARTICLE 20 – Health and Welfare and other employee benefits

Section 20.1. - Participation

For the term of this Agreement, all eligible bargaining unit employees shall be eligible to participate in the Company benefit plans, programs and policies listed below, as administered and controlled at the Company's discretion, and as described in the applicable benefit plans, programs and policies, which are incorporated herein by reference.

The Company shall have the right to change, modify, amend, or terminate existing benefit plans, programs, and policies at its discretion and in accordance with plan documents. Benefits are governed by the terms of the respective plan document. Except as noted below in (j), changes made to the plans, programs, procedures, and policies identified in (a)-(s) below will apply to both union and non-union employees equally. No matters respecting the provisions of the benefit plans or their application shall be subject to the grievance or arbitration procedures established in this Agreement.

The Company shall notify the Union of its intent to amend any of the listed plans (a-s) no fewer than thirty (30) days prior to the effective date of any amendment, unless the modification or amendment is required under any regulation governing benefit plans or progress.

Notwithstanding the foregoing, if the Company decreases the benefits under the Absence from Work Policy during the term of this Agreement, the bargaining unit employees covered by this Agreement will receive the PTO, Funeral Leave, Company Holidays, Floating Holidays and Severance Benefits as identified in the October 31, 2016 – October 30, 2019, Agreement. In the event the Union elects to revert to previous benefits (as described in the preceding sentence), the Union and the Company will meet to consider and/or negotiate any benefits altered between October 30, 2019, and the effective date on which the Union chose to revert.

- a) Medical and Rx Drug Program
- b) Dental Program
- c) Vision Program
- d) Life Insurance Program
- e) Accidental Death and Dismemberment Insurance
- f) Short Term Disability
- g) Long Term Disability
- h) Flexible Spending Accounts
- i) Pension Plan, if applicable
- j) Company Annual Incentive Plan (plan design differentiates between bargaining and non-bargaining)
-Employees will be eligible for this plan beginning January 1, 2017.
- k) Absence from Work Policy (includes PTO (prior military service), PTO Donation, United Way Day, Funeral Leave, Company Holidays, Floating Holidays, Jury Duty and Court Appearances, Annual Physical Appointment, Time off to Vote, Short-term and Long-term Personal Leaves, Military Training, Paternity Leave, Adoption Leave)
- l) Employee Assistance Program
- m) Wellness Initiatives and Programs
- n) Tuition Reimbursement Program

- o) Recognition and Rewards Programs
- p) Black Hills Energy Uniform Programs
- q) Black Hills Energy Safety Procedures
- r) Black Hills Corporation' s Drug and Alcohol Abuse Policy
- s) Severance Policy

Section 20.2 - Retirement Plans

Retiree Medical Benefits - Employees hired before January 1, 1988, will be grandfathered in the SourceGas subsidized Retiree Medical Plan, so long as they retire on or before December 31, 2016. Employees hired on or after January 1, 1988, are eligible to participate in the SourceGas non-subsidized Retiree Medical Plan, so long as they retire on or before December 31, 2016. Beginning on January 1, 2017, employees that do not retire on or before December 31, 2016, will be eligible to participate in the Black Hills Corporation Retiree Healthcare Plan (including the RMSA).

Pension Benefits - The SourceGas Retirement Plan for employees actively employed by Kinder Morgan as of March 30, 2007 and hired by Kinder Morgan before May 1, 2002 - those employees will be "grandfathered" in their current retirement plan. Grandfathered employees will continue to earn benefits under the SourceGas Retirement Plan (according to the KN Energy career plan formula in effect on May 1, 2002).

SourceGas Retirement Savings Plan - Employees will continue to receive their current contribution levels of a 3% safe harbor contribution and either a 2% or 5% discretionary employer contribution depending upon eligibility. Once the SourceGas Retirement Savings Plan is integrated into the Black Hills Corporation Retirement Savings Plan, which is anticipated to be in 2018, the employees will move into the Black Hills Corporation Retirement Savings Plan subject to its terms and conditions.

Section 20.3. - Annual Meeting

Each year of the Agreement, the Company will host a meeting with the Union Business Agent to discuss the Company's health and welfare benefit programs. The Company commits to provide a summary of each program's usage, cost, and modifications effective January of the following year. Any and all expenses to attend the annual meeting shall be the Union's responsibility.

ARTICLE 21 – Meal Allowance and Travel Expenses

Section 21.1. - Meal Allowance

The meal allowance will be paid in accordance with the Company's Corporate Travel and Expense policy.

Due to the extension of workday – In the event an employee is required to work three (3) hours or more beyond the normal workday shift, the Company will pay the employee a fixed \$15.00 per meal as a meal allowance. Additional meals shall be paid for after each five-hour (5) interval thereafter.

Due to distance from home – In the event an employee is assigned fifty (50) miles outside of their reporting location during the noon lunch period, the Company will provide a fixed \$15.00 meal and the employee will take at least a thirty-minute (30) break.

Section 21.2. - Travel Expenses

An employee who must remain overnight away from home for Company business will be reimbursed for actual and reasonable meal and lodging expenses during the assignment. Receipts for expenses incurred will be required. In the event of uncertainty on what constitutes ‘reasonable’ expense for meals while traveling, employees are encouraged to refer to the guidance provided for that geographic area by the U.S. General Services Administration (GSA). Meals and other expenses incurred due to travel will also be in accordance with the Company’s Corporate Travel and Expense policy.

Section 21.3. - Meals Furnished by the Company

The Company will not pay a meal allowance when a meal is furnished, or paid for, by another business-related individual or the Company.

ARTICLE 22 – New Classifications

When the Company, at its discretion, establishes a new classification it shall develop a new description and wage rate and shall submit the description and wage rate to the Union. The Company will negotiate with the Union concerning the wage rate. In the event an agreement is not reached concerning the wage rate established by the Company for the new classification, the Union may file a grievance starting at the third step of the Grievance Procedure.

ARTICLE 23 – Safety

Section 23.1. - Drug and Alcohol Policy

The Company and Union agree to fully cooperate in maintaining a drug and alcohol-free workplace and a workplace where employees do not report for work under the influence of drugs or alcohol. To that end, employees will be subject to discipline up to and including termination pursuant to the “Drug and Alcohol Abuse Policy.” Employees will be subject to testing in accordance with the above-mentioned policy. Employees who suspect that they may have an abuse problem are encouraged to seek assistance. In the event changes occur in federal or state law regarding drug or alcohol testing or the coverage of the law changes affecting employees in the bargaining unit, the parties agree to fully conform to any such changes.

Section 23.2. - Safety Equipment and Tools

The Company shall provide the necessary tools and safety equipment. The Company will provide uniforms to employees and employees must comply with the Company’s Uniform Programs. The Company shall reimburse employees for the cost of safety footwear up to \$300 in a two-year (2) cycle or as needed with supervisor approval.

Section 23.3. – Joint Safety Committee

The Company and Union are vitally concerned with the safety, health, and well-being of all employees. Safe and reliable performance of Company work are in the interests of our customers and local communities. Bargaining unit employees will partner with the Company on regional safety committees with a minimum of two (2) bargaining unit employees appointed by the Local CWA President.

ARTICLE 24 – Responsible Relationship

The Company and the Union recognize that it is in the best interest of both parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union’s obligations as exclusive bargaining representative of all employees in the unit. Each party shall bring to the attention of all employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect the measures they have agreed upon to insure adherence to this purpose.

ARTICLE 25 – Totality of Agreement

This Agreement contains all the provisions agreed to between the Company and the Union concerning wages, hours and other terms and conditions of employment. All prior agreements, understandings, past practices, including those written and signed by the Company and the Union, shall terminate upon the effective date of this Agreement. No understandings, undertakings, practices, amendments, or modifications of this Agreement shall be valid unless it is agreed to by the Company and the Union, reduced to writing and properly signed by both parties.

ARTICLE 26 – Term of Agreement

Section 26.1. - Expiration of Agreement

This Agreement shall become effective as of October 31, 2023, and shall remain in full force and effect until midnight, October 30, 2026, and from year to year thereafter until and unless either party notifies the other in writing not less than sixty-days (60) prior to the expiration of this Agreement or any extension thereof that such party elects to terminate or modify this Agreement on its expiration date. During the 2023 negotiations, the company and the Union agreed to open the agreement in 2025 to negotiate wages only for 2026.

Section 26.2. - Mid-Term Negotiations

Upon agreement by both parties, any section of this Agreement may be reopened for negotiations during its term. In the event of mid-term negotiations, the provisions of Article 8 (no strike/no lockout) will remain in effect.

Section 26.3. - Notification to the Parties

Written notice as required by this Agreement, shall be sufficiently served by the Union upon the Company when such notice is addressed to, sent by certified mail, return receipt requested and delivered to:

Kristen Strissel, Sr. HR Manager – Labor Relations
7001 Mount Rushmore Road
Rapid City, SD 57702
kristen.strissel@blackhillscorp.com

Written notice shall be sufficiently served by the Company upon the Union when such notice is addressed to, sent by certified mail, return receipt requested and delivered to:

Garry Jordan, CWA Representative
8085 East Prentice Avenue
Greenwood Village, CO 89237
gjordan@cwa-union.org


Notwithstanding the foregoing, the parties may agree from time to time to send written notice by email. Such email must be sent with read receipt requested to the other party and contain a statement that the parties talked on xx/xx/xx (date) and have agreed that this email constitutes written notice.


IN WITNESS WHEREOF, the parties named below have signed their names and affixed the signatures of their authorized representatives:

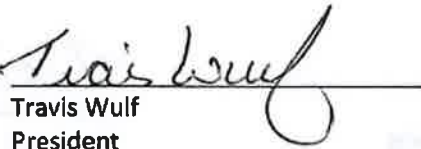
**Black Hills Nebraska Gas
DBA Black Hills Energy**


**Communications Workers
of America
Local Union 7476**

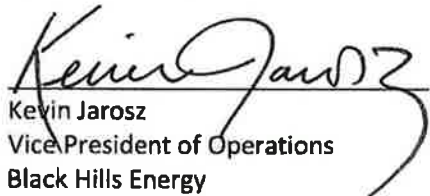

Kristen Strissel
Sr. HR Manager – Labor Relations
Black Hills Energy


Garry Jordan
Business Manager
CWA 7476


Nicole West
HR Manager – Nebraska
Black Hills Energy


Travis Wulf
President
CWA 7476


Quintin Gaddis
General Manager - Nebraska
Black Hills Energy


Kevin Jarosz
Vice President of Operations
Black Hills Energy

APPENDIX B – Wage Schedule

	Wage Effective 10/31/2022	Increase %	Wage Effective 10/31/2023	Increase %	Wage Effective 10/31/2024
Measurement Tech					
Level 4 (Top)	\$42.72	4.00%	\$44.43	3.66%	\$46.05
Level 3	\$37.96	3.25%	\$39.19	3.15%	\$40.43
Level 2	\$34.11	2.60%	\$35.00	2.60%	\$35.91
Level 1 (Entry)	\$31.12	2.30%	\$31.83	2.30%	\$32.57
Welder					
Level 4 (Top)	\$41.09	4.00%	\$42.73	3.66%	\$44.29
Level 3	\$35.91	3.25%	\$37.08	3.15%	\$38.25
Level 2	\$32.29	2.60%	\$33.13	2.60%	\$33.99
Level 1 (Entry)	\$29.47	2.30%	\$30.15	2.30%	\$30.84
Mechanic					
Level 4 (Top)	\$39.58	4.00%	\$41.17	3.66%	\$42.67
Level 3	\$35.00	3.25%	\$36.14	3.15%	\$37.28
Level 2	\$31.92	2.60%	\$32.75	2.60%	\$33.60
Level 1 (Entry)	\$29.27	2.30%	\$29.95	2.30%	\$30.64
Operations Specialist					
Level 4 (Top)	\$37.94	4.00%	\$39.46	3.66%	\$40.91
Level 3	\$33.45	3.25%	\$34.54	3.15%	\$35.63
Level 2	\$30.46	2.60%	\$31.25	2.60%	\$32.06
Level 1 (Entry)	\$27.90	2.30%	\$28.54	2.30%	\$29.19
Service Specialist					
Level 5 (Top)	\$37.94	4.00%	\$39.46	3.66%	\$40.91
Level 4	\$36.67	3.25%	\$37.86	3.15%	\$39.05
Level 3	\$34.40	2.60%	\$35.30	2.60%	\$36.21
Level 2	\$29.11	2.30%	\$29.78	2.30%	\$30.46
Level 1 (Entry)	\$24.25	2.30%	\$24.81	2.30%	\$25.38
Maintenance Specialist					
Level 5 (Top)	\$37.94	4.00%	\$39.46	3.66%	\$40.91
Level 4	\$36.67	3.25%	\$37.86	3.15%	\$39.05
Level 3	\$34.40	2.60%	\$35.30	2.60%	\$36.21
Level 2	\$29.11	2.30%	\$29.78	2.30%	\$30.46
Level 1 (Entry)	\$24.25	2.30%	\$24.81	2.30%	\$25.38
Meter Reader					
Level 2 (Top)	\$27.19	4.00%	\$28.27	3.66%	\$29.31
Level 1 (Entry)	\$21.00	2.60%	\$21.55	2.60%	\$22.11