

**AGREEMENT COVERING
TERMS AND CONDITIONS OF EMPLOYMENT**

Between

**THE CITY OF SEWARD
Seward, Alaska**

And

**LOCAL NO. 1547
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
AFL-CIO
Anchorage, Alaska**

Expires June 30, 2022

TABLE OF CONTENTS

AGREEMENT COVERING TERMS AND CONDITIONS OF EMPLOYMENT	1
ARTICLE I	2
SCOPE AND DURATION OF AGREEMENT	2
SECTION 1.1 TERM OF AGREEMENT.....	2
SECTION 1.2 NO STRIKE PROVISION.....	2
SECTION 1.3 MANAGEMENT RIGHTS.....	3
SECTION 1.4 BINDING AGREEMENT.....	3
ARTICLE 2	3
CITY UNION RELATIONS.....	3
SECTION 2.1 BARGAINING UNIT DEFINED.....	3
SECTION 2.2 DISPATCHING NEW EMPLOYEES.....	3
SECTION 2.3 CITY - UNION RELATIONSHIP.....	4
SECTION 2.4 UNION EXAMINATION OF NON-UNION EMPLOYEES.....	4
SECTION 2.5 LEAVE OF ABSENCE FOR UNION OFFICERS.....	5
ARTICLE 3	5
APPOINTMENT AND TENURE.....	5
SECTION 3.1 EMPLOYEE CLASSIFICATIONS.....	5
SECTION 3.2 SHOP STEWARD.....	7
SECTION 3.3 POSTING AND RULES.....	7
SECTION 3.4 ACCESS TO CITY PROPERTY BY UNION REPRESENTATIVE.....	8
SECTION 3.5 LOANING UNION MEMBERS TO OTHER EMPLOYERS.....	8
SECTION 3.6 UNION RIGHTS TO DISCIPLINE ITS MEMBERS.....	8
SECTION 3.7 NOTICES.....	9
SECTION 3.8 CONTRACTING AND SUBCONTRACTING.....	9
ARTICLE 4	9
LEAVE AND HOLIDAYS	9
SECTION 4.1 HOLIDAYS.....	9
SECTION 4.2 PAID LEAVE.....	10
SECTION 4.3 LEAVE WITHOUT PAY.....	12
SECTION 4.4 SPECIAL LEAVE CATEGORIES.....	12
SECTION 4.5 BENEFITS WHILE ON LWOP.....	13
SECTION 4.6 APPLICATION OF LAW.....	13
ARTICLE 5	13
HOURS OF WORK AND COMPENSATIONS	13
SECTION 5.1 SCHEDULES.....	13
SECTION 5.2 OVERTIME.....	14
SECTION 5.3 MEALS FURNISHED BY CITY.....	15
SECTION 5.4 OVERTIME FOR HOLIDAY WORK.....	16
SECTION 5.5 TERMINATION PAY.....	16
SECTION 5.6 NOTICE TO UNION OF EMPLOYEE TERMINATION.....	16
SECTION 5.7 LONGEVITY.....	16
SECTION 5.8 PAY FOR WORKING IN A HIGHER JOB CLASSIFICATION.....	17
SECTION 5.9 HOT STICK WORK.....	17
SECTION 5.10 CALL-OUT LISTS.....	17
SECTION 5.11	18

ARTICLE 6	19
APPRENTICE LINEMEN	19
SECTION 6.1 APPRENTICES	19
ARTICLE 7	19
SAFETY	19
SECTION 7.1 SAFETY CODES.	19
SECTION 7.2 SAFETY DEVICES.....	19
SECTION 7.3 TESTING OF SAFETY GEAR.....	20
SECTION 7.4 PULLING CONDUCTORS.	20
SECTION 7.5 WORK INSIDE ENERGIZED SUBSTATIONS.....	20
SECTION 7.6 SAFETY CONCERNS.	21
SECTION 7.7 SAFETY MEETINGS AND TRAINING.....	21
ARTICLE 8	21
DISCIPLINE.....	21
SECTION 8.1 USE OF CITY MATERIALS AND EQUIPMENT.....	21
SECTION 8.2 EMPLOYEE COOPERATION.....	22
SECTION 8.3 FAILURE TO COMPLY WITH WORKING RULES.....	22
SECTION 8.4 EMPLOYEE CONDUCT.....	22
SECTION 8.5 FALSIFICATION OF RECORDS.....	23
SECTION 8.6 CLASS "A" COMMERCIAL DRIVERS LICENSE REQUIRED.....	23
ARTICLE 9	23
GRIEVANCE PROCEDURES	23
SECTION 9.1 POLICY ON GRIEVANCES.....	23
SECTION 9.2 GRIEVANCES.....	24
SECTION 9.3 GRIEVANCE PROCEDURE.....	24
SECTION 9.4 ARBITRATION.....	25
ARTICLE 10	26
WORKING RULES.....	26
SECTION 10.1 FOREMAN/LEADMAN.....	26
SECTION 10.2 CREW SIZE FOR FRAMING/ERECTING POLES.....	27
SECTION 10.3 TOOLS AND CLOTHING ALLOWANCE.....	27
SECTION 10.4 PREMIUM PAY FOR HIGH WORK.....	27
SECTION 10.5 EMPLOYEE MEALS WHILE OPERATING THE GENERATOR.....	27
SECTION 10.6 GENERATION PLANT OPERATION.....	28
SECTION 10.7 LOW VOLTAGE SWITCHING.....	28
SECTION 10.8 CONNECTS/DISCONNECTS, LOCATES AND ROUTINE SWITCHING	28
ARTICLE 11	28
MISCELLANEOUS.....	28
SECTION 11.1 NOTICE OF COMPENSATION OF INJURED EMPLOYEES.....	28
SECTION 11.2 MISCELLANEOUS LEAVE/PAC CONTRIBUTION.....	29
SECTION 11.3 HAZARDS.....	29
SECTION 11.4 LINEMEN'S ROOM AND LOCKERS.....	30
SECTION 11.5 DELEGATION OF AUTHORITY.....	30
ARTICLE 12	30
WAGES AND BENEFITS.....	30

SECTION 12.1 TRUST FUND CONTRIBUTIONS.....30
SECTION 12.2 WAGE RATE.....32
SECTION 12.3 OPERATOR AND MECHANIC.....32
SECTION 12.4 MOVEMENT OF MONIES.....33
SECTION 12.5 FIELD ENGINEER.....33
ARTICLE 1335
JOB CLASSIFICATIONS.....35
SIGNATURE PAGE36
APPENDIX “A”37

AGREEMENT COVERING TERMS AND CONDITIONS OF EMPLOYMENT

Between

The City of Seward
Seward, Alaska

and

Local 1547
International Brotherhood
of Electrical Workers,
AFL-CIO
Anchorage, Alaska

THIS AGREEMENT, entered into in duplicate and effective as of the first day of July 2019, by and between the city of Seward, an Alaskan municipally owned public utility having its principal offices at Seward, Alaska, hereinafter referred to as the "City," and Local 1547 of the International Brotherhood of Electrical Workers, AFL-CIO, of Anchorage, Alaska, hereinafter referred to as the "Union,"

WITNESSETH THAT:

WHEREAS, the City and the Union recognize that the City is engaged in furnishing an essential public service which vitally affects the health, safety, comfort and general well-being of those persons resident in the service area of the City; and

WHEREAS, the City and the Union have a common and sympathetic interest in the generation, transmission and distribution of electric energy and such common interest and the public welfare will be better served by the establishment and maintenance of labor management cooperation between the City and the Union; and

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve industrial and economic relations between the City, its employees and the Union; to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment; to provide procedures for the amicable adjustment of all disputes and grievances; and to promote and foster harmonious employer-employee relations to the mutual benefit of the City, its employees, the Union and the general public;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the parties agree as follows:

ARTICLE I

SCOPE AND DURATION OF AGREEMENT

Recognizing the mutual benefits to be secured by harmonious employer-employee relations, the City and the Union establish and endorse this Agreement. The Union recognizes that the City is a municipally owned public utility and the City recognizes that Local 1547 is part of the International Brotherhood of Electrical Workers by mutual consent.

Section 1.1 Term of Agreement.

This Agreement will remain in full force and effect from July 1, 2019, until June 30, 2022 and thereafter year to year; provided, however, that either party may give the other party written notice of its desire to terminate the Agreement or to effect changes therein. Such written notice will specify the reasons for the termination or a description of the changes desired, as the case may be, and will be served upon the other party not less than sixty (60) days prior to the end of the initial period of this Agreement or any annual extension thereof. The parties will meet to negotiate on such termination, modifications or amendments within thirty (30) days from the receipt of such notice, except that such meeting may be delayed by mutual consent. The parties agree that, while negotiating a new agreement, all provisions of this Agreement will remain in full force and effect until a new agreement is ratified or impasse is reached. Nothing herein will preclude the termination, modification or amendment of this Agreement at any time by written mutual consent of the parties.

Section 1.2 No Strike Provision.

There will be no stoppage of work either by strike or by lock-out because of any proposed changes in this Agreement or disputes over matters relating to this Agreement. All such matters will be settled as provided herein.

Section 1.3 Management Rights.

The right to enforce discipline; to select for employment, employ, transfer, promote or demote employees; to discharge employees for cause; to discontinue the services of temporary and probationary employees; and otherwise to manage its business and direct its working forces within the Bargaining Unit is reserved by, and is vested exclusively in, the City; provided that the right herein reserved will not be used for the purpose of discrimination against any member of the Union; and provided further that the Union may grieve pursuant to Article IX the employment, transfer, promotion, demotion, discipline or discharge of employees covered hereunder.

Section 1.4 Binding Agreement.

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by change of any kind of ownership or management of either party hereto, or by any change, geographical or otherwise, in the location of place of business of either party hereto.

ARTICLE 2 CITY UNION RELATIONS

Section 2.1 Bargaining Unit Defined.

The City recognizes the Union as the sole bargaining agent with respect to hours, wages and other conditions of employment for all employees within the bargaining unit. The bargaining unit shall consist of all classifications of employees engaged in the operation and maintenance and other work normally performed by employees of the City-owned electrical utility and included in the classifications of Article XIII, but shall exclude administrative, supervisory and other employees; provided however, the City may employ employees not in the bargaining unit to operate the City's own generation plant in emergencies, provided bargaining unit members are not available.

Section 2.2 Dispatching New Employees.

The City shall notify the Union when new employees are needed, and the Union shall make every effort to supply satisfactory applicants. Should the Union fail to do this within forty-eight (48) hours, excluding holidays and weekends, the City may hire any qualified person it so desires.

- A. All employee covered under the terms of this Agreement who are not already Union members may make application to join the Union as a full member or become an agency fee payer.
- B. A business representative or shop steward will be allowed to meet with all newly hired bargaining unit employees, without charge to the pay or leave time of the employees, for a minimum of 60 minutes, within 7 calendar days from the date of hire, in a new employee orientation.
- C. The Employer agrees that it will not actively encourage employees to resign or relinquish membership in the Union or revoke authorization of the deduction of fees to the Union.
- D. The Employer shall not actively discourage an employee from joining the Union or becoming an agency fee payer.
- E. The Employer agrees that it will not disclose home addresses, personal telephone number(s), personal cell phone number(s), or personal e-mail address(es) of any employees for the purpose of undermining the Union.
- F. Nothing in this Agreement prohibits the Union from charging a nonmember for the cost of a grievance and/or arbitration filed at the request of the nonmember.

Section 2.3 City - Union Relationship.

The Union agrees that each of its members who may be hired and employed by the City will work for the City and the City agrees to hire and employ members of the Union in accordance with this contract.

Section 2.4 Union Examination of Non-Union Employees.

The Union reserves the right to subject any non-union person hired by the City to an examination before admitting such person to membership in the Union. Such examination shall be the same as that given any Union member of like status and classification.

Section 2.5 Leave of Absence for Union Officers.

Any employee elected or properly appointed to an office in the Union which requires all of his time shall be granted leave of absence to perform such duties upon application, due consideration being given to the City's scheduling of work and the necessity for continuous operation of the utility.

ARTICLE 3 APPOINTMENT AND TENURE

Section 3.1 Employee Classifications.

(a) Temporary Employees Journeyman Linemen and Wiremen and other classifications as set forth in the IBEW-NECA Agreement may be employed as temporary for a period not to exceed six (6) months of continuous employment. Such employees shall be subject to this Agreement as to hours of work and applicable working rules only. In addition, Temporary Employees shall receive the wage rates as set forth in the IBEW-NECA Inside Outside Agreements as amended. The City shall pay on behalf of the Temporary Employees benefits as specified in said IBEW-NECA Agreement. Temporary Employees shall not accrue seniority, service credits, holiday pay, annual leave, jury duty or longevity, and are not considered Regular Employees. (A Temporary Employee under this subsection may be laid off or discharged for any reason or no reason.)

(b) Probationary Employees:

(1) Generally. A Probationary Employee is one who has been hired by the City for regular employment but who has had less than two hundred seventy (270) days continuous service with the City. All employees hired to fill a regular job will be regarded as Probationary Employees for the first two hundred seventy (270) days, except that if a Temporary Employee is hired for regular employment, such time served as a Temporary Employee shall be credited towards the employee's probationary period. During this period of probationary employment, employees may be laid off or

discharged by the City for any reason or no reason. All employees hired to fill a regular job shall accrue service credits and seniority during such probationary period. This time may be extended by mutual agreement between the City and the Union. Probationary employees may accrue leave as provided in section 4.2, but will not be allowed to take that leave until 90 days of the probationary period has ended.

(2) Promoted Employee Probationary. When it becomes clear that an employee serving a promotion-based probationary period not to exceed ninety (90) days is not performing adequately, the employee shall be so informed in writing by the City. If reassignment is found to be necessary, the employee shall be reassigned to a position in his previous job classification and his date of hire shall remain unaffected.

(c) Regular Employee. A Regular employee is one who has been engaged for regular employment and completed the probationary period.

(d) Casual Employee. The parties recognize that upon occasion, due to circumstances beyond the control of the City, the City must utilize a casual employee. A "casual employee" is one who is employed by the City under the following conditions:

(1) Casual employees shall not displace a regular employee.

(2) Casual employees shall be considered regular employees upon the completion of one hundred fifty (150) hours in any calendar year.

(3) Casual employees shall be paid at least seventy five percent (75%) of the base wage rate for journeyman lineman as set forth in Articles XII and XIII.

(4) The City may employ casual employees without utilization of the hiring provisions of § 2.2 of this Agreement. However, the Union shall be notified as soon as possible of the need for additional temporary help and the Union will attempt to supply such help as quickly as possible to replace the casual employee.

(5) Persons employed as casual employees need not affiliate themselves with the Union.

(6) Casual employees shall not be entitled to fringe benefits such as pension, health and welfare, and other benefits as provided under this Agreement and shall not accrue seniority, service credits, holiday pay, annual leave, jury duty, workers' compensation supplement, or longevity pay as provided under this Agreement.

(7) The City shall upon request provide verification to the Shop Steward that casual employees have been properly compensated.

Section 3.1 (e) Cut Branch Disposal Employee

(1) Cut branch disposal employees shall be paid at least fifty percent (50%) of the base wage rate for journeyman lineman as set forth in Articles XII and XIII. This employee will only be allowed to dispose of cut branches and vegetation on the ground.

(2) The provisions in Section 3.1 (d)(1), (5), (6) and (7) applicable to casual employees shall apply to cut branch disposal employees under this Section 3.1 (e). The city may employ cut branch disposal employees without utilization of the hiring provisions of Section 2.2 of this Agreement.

Section 3.2 Shop Steward.

The City will recognize the Shop Steward, selected in accordance with Union rules and regulations, as representative of the employees. The Union will notify the City as to the identity of the Shop Steward. The Shop Steward may not be a foreman, unless mutually agreed by the parties.

Section 3.3 Posting and Rules.

(a) Posting of Notices. A bulletin board shall be provided in a location mutually agreeable to the parties for the posting of Union notices and communications and, in the discretion of the Union, copies of the City's working rules.

(b) City-Prescribed Working Rules. The City may prescribe working rules in addition to the working rules set out in this Agreement pertaining to safety, discipline and conduct not inconsistent with the terms of this Agreement.

(c) Changes to Safety Working Rules. Any material changes or additions pertaining to generally applicable or specified safety working rules in relation to classifications in Article XIII will be mutually agreed upon by both parties.

(d) Job Classifications and Descriptions. The Employer will prepare job classifications and descriptions, provided, that the job titles used and the minimum qualifications prescribed will conform to those generally recognized and used in the electric utility industry. The Union may submit a proposal to create a new, or revise an existing, classification to the Human Resources Department and the Utility Manager. Neither party shall request modification to current classification without adequate justification. The Employer and the Shop Steward will meet and confer within thirty (30) calendar days. If the parties cannot come to mutual consent, the Union Business Representative will meet and confer with the City Manager within thirty (30) days. If the Business Representative and the City Manager cannot come to an agreement, the City Manager will make the final decision. One copy will be sent to the IBEW.

Section 3.4 Access to City Property by Union Representative.

Subject to prior notice, the authorized Union representative shall be granted access to the City's property pertaining to the electrical utility.

Section 3.5 Loaning Union Members to Other Employers.

The City shall not loan or cause to be loaned to any other employer the members of the Union in its employ without securing permission of the Union, or if an emergency exists, as soon thereafter as possible.

Section 3.6 Union Rights to Discipline its Members.

The Union reserves the right to discipline its members for any violation of Union laws, rules or agreements, unless specifically waived by the City. If disciplinary action by the Union for any cause involves removing Union members from jobs, forty-eight (48) hours' notice shall be given the City before such action is taken. Unless specifically waived by the City, as a condition precedent to the removal of such Union member from employment of the City, the Union shall supply satisfactory replacement

employees to the City for the period of time such Union member is removed from the job.

Section 3.7 Notices.

All notices required by either party shall be in writing either to the Business Manager of the Union, delivered to his office, or to the City Manager, delivered to his office, and shall be deemed given when delivered, or if mailed by certified mail, return receipt requested, the date of delivery, or if by fax transmission, provided that receipt of said fax transmission is confirmed by the receiving party, or if by email, acknowledged received with a reply.

Section 3.8 Contracting and Subcontracting.

(a) City Rights and Limitations. The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to City operations. The right of contracting or subcontracting is vested in the City. The right of contracting or subcontracting day labor shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members. The City further agrees that it will not layoff, assign or transfer any employees because of the exercise of its contracting and subcontracting rights. Except as provided in Section 3.1(d), the City of Seward will not transfer, assign, or subcontract any work normally performed by the bargaining unit employees to any person, firm or corporation that is not signatory to an agreement with IBEW L.U. 1547; provided, however, that letters of assent by the Union, through the Shop Steward, to allow necessary work to be done by non-members of IBEW L.U. 1547 will not be unreasonably withheld.

(b) Clearing Exception. The provisions of Section 3.8 shall not apply (1) to clearing of rights of way by property owners or an association of property owners with an interest in that property or (2) when clearing of City rights of way does not constitute new construction activity.

ARTICLE 4 LEAVE AND HOLIDAYS

Section 4.1 Holidays.

(a) Recognized City Holidays. The following shall be recognized as holidays with pay for all regular employees who are in a pay status the day before and the day after the recognized holiday, except as noted in Subsection (d) below:

New Year's Day, President's Day, Seward's Day, Memorial Day, Independence Day, Labor Day, Alaska Day, Veteran's Day, Thanksgiving Day and the day immediately following Thanksgiving Day, one-half working day immediately preceding Christmas Day and Christmas Day.

(b) Holidays Falling on a Saturday or Sunday. When a recognized holiday falls on a Saturday, the preceding Friday shall be recognized in lieu thereof and treated as a holiday with respect to overtime compensation. When a recognized holiday falls on a Sunday, the Monday following shall be recognized in lieu thereof and, treated as a holiday with respect to overtime compensation.

(c) Holiday during Annual Leave A recognized City holiday which occurs during an employee's annual leave shall not be counted as a day of annual leave.

(d) Holiday Falling between Two Days of Leave without Pay. A holiday occurring between two days of disciplinary leave without pay shall not be paid. A holiday occurring between two days of voluntary or emergency leave without pay shall be paid.

Section 4.2 Paid Leave.

(a) Annual Leave. Each regular employee hired on or after the beginning effective date of this Agreement shall accrue annual leave at the following rates based upon initial date of employment:

(1) Personnel employed up to three (3) years shall accrue one hundred sixty (160) hours per year. The minimum number of hours of annual leave that must be used per fiscal year is eighty (80).

(2) Personnel employed from three (3) to six (6) years shall accrue two hundred (200) hours per year. The minimum number of hours of annual leave that must be used per fiscal year is one hundred (100).

(3) Personnel employed six (6) years or more shall accrue two hundred and forty (240) hours per year. The minimum number of hours of annual leave that must be used per fiscal year is one hundred and twenty (120).

(4) If an employee is terminated by the City or leaves employment of the City on any day during the month, or if the employee shall be employed on any day other than as indicated by a full calendar month, the employee shall be entitled to the pro-rata portion of the working days actually earned. All employees shall have the privilege of accumulating annual leave up to and including seven hundred and twenty (720) hours.

(5) Upon termination from the city, annual leave balance shall be paid in a lump sum together with final salary payment.

(b) Leave Requests.

(1) An employee must notify the proper supervisor in writing at least one day in advance when not more than two (2) days annual leave is desired. When longer periods of annual leave are desired, at least one (1) week advance notice will be given. Annual leave requested shall be granted the employee if, in the opinion of the City, the employee can be spared at the time requested. Otherwise, such requests shall be granted as soon as the employee can be spared from the employee's duties.

(2) If annual leave is requested due to medical necessity or health considerations the employee must notify the proper supervisor prior to start time. The City may, in its discretion, request a note from a physician or other similar source if such leave is requested for periods in excess of three work days.

(c) Workforce Limits on Leave. As a general rule, no more than 25% of the work force shall be permitted to be on leave and/or leave without pay at any one time. Granting of annual leave or leave without pay for more than that recognized in the preceding sentence shall be in the sole discretion of the Utility Manager. An example of an exception to the general rule of this subsection may be, in the absence of extraordinary conditions, allowance for two linemen to go hunting in the fall. Where necessary, the City may utilize the provisions of the Collective Bargaining Agreement for the hiring

of temporary employees through the IBEW (Sections 3.1 and 2.2).

Section 4.3 Leave without Pay.

Upon written request by the employee, leave without pay may be granted if, in the opinion of the City, the employee can be spared; provided, however, that leave without pay shall not be requested or granted until such time as all accrued annual leave has been reduced to 80 hours.

Section 4.4 Special Leave Categories.

(a) Worker's Compensation Leave. An employee injured in the course and scope of employment, and not released to work for at least light duty within the employee's normal position, as certified by a physician, psychiatrist, dentist or other such licensed professional, shall be entitled to continued pay, as set forth below, without deduction from accrued leave.

(1) The amount of pay under this subsection shall be the employee's regular wage, not including overtime, less any worker's compensation benefits received as a result of the injury; paychecks by the City to the employee will be net of the workers compensation benefit payment due or expected to be due for that pay period. Such payments shall not exceed six weeks.

(2) After six (6) weeks of payments have expired, the employee shall be granted leave without pay or the employee may use accrued annual leave if requested. No deduction shall be made for worker's compensation benefits received while using annual leave.

(3) Upon exhaustion of annual leave and upon satisfactory proof to the City that additional leave for medical or rehabilitation purposes, including leave allowable under state or federal family medical leave act provisions, is necessary, the City will grant such employee leave without pay until the employee returns to work; provided that such leave without pay may not exceed one (1) year. Upon expiration of said year of leave without pay, employee's employment with the City may be terminated by the City and employee waives any rights under any provision of law to challenge said termination.

(b) Light Duty Option. An employee who is not injured in the course and

scope of employment may request light duty rather than taking leave. If, in the Utility Manager's sole discretion, light duty is available, the Utility Manager will make a reasonable effort to grant such request. The employee who has a certificate by a physician, psychiatrist, dentist or other such licensed professional which permits light duty, may be temporarily assigned such light duty.

(c) Light Duty Defined. "Light duty," as used in this subsection 4.4, refers to other duties as may be temporarily assigned by the Utility Manager which, as directed by the Utility Manager, do not involve or require physical activities which the certificate by a physician, psychiatrist, dentist or other such licensed professional describes as inappropriate to resolving the injury or condition.

Section 4.5 Benefits While on LWOP.

During a leave without pay period under this Article 4, no benefits will accrue or be earned except an entitlement to payment by the City of medical insurance premiums, provided that the City's contribution toward such premiums will not exceed those provided in Section 12.1(c), which will continue to be paid as long as employee is employed by the City.

Section 4.6 Application of Law.

The provisions of this Article 4 shall be modified by or be interpreted to comply with any conflicting state or federal law.

ARTICLE 5 HOURS OF WORK AND COMPENSATIONS

Section 5.1 Schedules.

(a) Regular Work Day. The regular work day is eight (8) hours. The regular work day shall be from 7:00 a.m. to 4:00 p.m. or 8:00 a.m. to 5:00 p.m. if a one-hour lunch period is taken. Alternatively, 7:00 a.m. to 3:30 p.m. or 8:00 a.m. to 4:30 p.m. if a one-half hour lunch period is taken. Any schedule change will be mutually agreed to by the parties.

(b) Regular Work Week. The regular work week shall consist of five (5) days, Monday through Friday, inclusive. A four (4) day, ten (10) hour work

week may be established with mutual consent of the City of Seward Utility Manager and the Bargaining Unit.

(c) Meal Time Allowance.

(1) When employees are reasonably close to their starting location or where a lunch is available, such as a restaurant, at the lunch time the City will allow the use of light City vehicles to travel to and from lunch.

(2) Travel time to and from lunch or other meals will be included in employee's meal period under 5.1(a) or 5.3.

(d) Generation Operation. Line personnel, after two (2) weeks' notice or two consecutive weeks of generation operation, will work scheduled shifts in order to provide around-the-clock coverage of generation operations. Operating personnel will not be scheduled to return to work without having had an eight (8) hour rest interval between periods of duty. If an operating employee has worked sixteen (16) hours or more in a twenty-four (24) hour period, he will be compensated at the appropriate rate for any portion of such eight (8) hour rest period which extends into the employees regularly scheduled work day. The shift schedule may be altered by mutual consent. No employee will be required to lose any working time by reason of a change in jobs or shifts, except in cases of personal convenience or preference. Employees who work on a regularly scheduled operating crew shift commencing at 3:30 p.m. and concluding at 11:30 p.m. shall receive a differential of ten percent (10%) per hour in addition to their straight-time rate. For employees who work on a regularly scheduled operating crew shift commencing at 11:30 p.m. and concluding at 7:30 a.m., a differential of fifteen percent (15%) per hour in addition to the regular straight time rate will be paid.

Employees caused to lose days off, including "off-duty" days under the preceding paragraph, because of short notice or shift change will be paid at the overtime rate for hours worked.

Section 5.2 Overtime.

(a) Calculation. Regular schedules are defined in 5.1. All time worked outside of an employee's regularly scheduled shift shall constitute overtime and paid for at double the regular hourly rate with the time calculated to the

nearest quarter (1/4) of an hour.

(b) Minimum Call-out Period. No employee covered by this Agreement shall be called to work outside the employee's regular shift for less than two (2) hours paid for at the rate of double the regular hourly rate.

If an employee is called out after regular work hours and then required to respond again within two hours, the minimum two hours still applies and no additional call-out exists.

In the case of an employee being called out, outside regularly scheduled hours, and then called out again after the two hours have expired from the first call time, a second call-out is required.

In the situation of a call-out and while on the job a second circumstance occurs, the result will be a continuation of the original call-out.

(c) Relief/Overlap. An employee required to work between the hours of 10:00 p.m. and 5:00 a.m. shall not report to work the next day following until he has had nine (9) consecutive hours relief; provided, however, that such employee shall be paid at his applicable straight-time rate for that portion of the rest period that overlaps into his regular work day. If, however, the employee is required to work during that overlap period, the employee will be paid double the employee's regular straight time rate for that overlap period.

(d) Early Call-Out. An employee called to work between the hours of 5:00 a.m. and 8:00 a.m. shall receive double the employee's regular straight time rate. The employee will revert to the employee's straight time rate at 8:00 a.m. on the employee's normal scheduled workday. Missed breakfast will be compensated in compliance with Section 5.3 of this Agreement.

Section 5.3 Meals Furnished by City.

When an employee is required to work more than two (2) hours in excess of the employee's regularly scheduled shift, or four (4) hours or more after a call-out, then during those periods of work the employee shall be furnished a meal by the City on the City's time at the applicable rate and every four (4) hours, after each meal, until relieved. Eating shall be

accomplished as quickly as reasonably possible, not exceeding one (1) hour if returning to work after eating. One-half (1/2) hour shall be permitted, also at the applicable rate, if the employee eats after the employee has finished work. The employee also shall be permitted to elect to take an "in lieu of meal" allowance of Twenty Dollars (\$20) and one-half (1/2) hour at the applicable rate.

If a call-out has caused a worker to miss breakfast at home, the City will provide this meal and the time to eat it.

Entitlement to meal money will be noted on the time card and certified by the appropriate supervisors and will be paid concurrently with the wages for the same day.

Section 5.4 Overtime for Holiday Work.

When an employee is required to work on a paid holiday listed in Section 4.1 hereof, subject to the conditions therein stated, the employee will be paid the appropriate straight time for the holiday and, in addition, the employee will receive double the appropriate straight time rate for the time worked.

Section 5.5 Termination Pay.

When an employee is laid off or quits work, the employee shall receive all accrued earnings not later than three (3) working days from the time of termination of employment, except when the day following the termination is a Saturday, Sunday or legal holiday, in which case the employee shall receive accrued earnings on the following work day.

Section 5.6 Notice to Union of Employee Termination.

No employee shall be terminated or suspended unless written notice is immediately sent to the Union setting out the cause for such termination.

Section 5.7 Longevity.

Active employees hired before January 1, 2008, shall receive, after one year's service (January 1-December 31), a longevity bonus in the amount of one percent (1%) of the employee's straight time rate of pay calculated

at 2,080 hours. For accounting purposes, and so that the employee shall have an additional check at Christmas time, all longevity bonuses shall be paid once each year on the first pay day of December.

Active employees hired after January 1, 2008, shall receive, after two years' service (each year being measured January 1-December 31), a longevity bonus in the amount of one percent (1%) of the employee's straight time rate of pay calculated at 2,080 hours. For accounting purposes, and so that the employee shall have an additional check at Christmas time, all longevity bonuses shall be paid once each year on the first pay day of December.

Section 5.8 Pay for Working in a Higher Job Classification.

If an employee is required to work at a classification higher than that in which the employee is normally employed, the employee will be paid at the higher rate normally paid for that higher classification for a period of not less than one hour.

Section 5.9 Hot Stick Work.

Premium pay for hot-stick work will be allowed to crews while working with such equipment on voltages in excess of 5,000 volts, except that the changing out of dead-end insulators or conductors energized at 5,000 volts will be paid at the hot-stick rate. Hot-stick work will not include the opening and closing of switches, the removal and replacement of fuses or the lifting and replacing of hot-taps when hot-line clamps are used. Hot-stick compensation will be fifteen percent (15%) above the applicable hourly rate.

Section 5.10 Call-Out Lists.

(a) Call-Out List. A current call-out list will be made available to the City. A new list will be presented prior to expiration of the previous list with the names and phone numbers of the two (2) Linemen covering call-outs for seven (7) days of the week. When a Lineman finds it necessary to switch the employees assigned call-out day or days with another employee, the City police dispatcher shall be notified. A Lineman who has called in sick and taken annual leave for that purpose shall be replaced on the call-out list and the City notified of the replacement's name.

The Foreman and Shop Steward shall determine which two (2) Linemen will be on the call-out list. Each of the two (2) Linemen designated on the call-out list shall receive one (1) hour of overtime pay for each day they are available to respond to call-outs or two (2) hours of overtime pay for each Saturday, Sunday or holiday on which they are available to respond to call-outs.

If the City reduces the number of Linemen below four (4) for a continuous period of time exceeding thirty (30) days, the parties agree to re-open negotiations solely on the issue of the amount of payment for standby hours under this Section 5.10(a). Such re-opener will not, in the absence of a mutual agreement, cause any other provisions of this Agreement to be reopened.

(b) Coverage. The list of available employees under this subsection 5.10 shall allow for coverage of emergencies from 8 a.m. Tuesday to 8 a.m. the following Tuesday.

(c) Response by Other Employees. Those employees in town shall respond when the call-out crew needs additional help to maintain or restore power.

(d) Calls to Listed Crew. If the City is unable to contact a Lineman on the "call-out" crew within 15 minutes of the first attempt by radio and/or telephone, another crew member will be called out. Nothing in this section will require the City to pay stand-by pay to any employees other than those listed on the call-out list provided to the City by the Foreman and Shop Steward.

(e) Response Time. An employee on on-call status must respond by appearing at the employee's normal show-up within 45 minutes of the dispatch call. Failure to respond may result in discipline and will result in forfeiture by employee of stand-by pay on that day.

Section 5.11

(a) Travel Insurance. The City will maintain insurance coverage which provides that, in the event an employee subject to this Agreement dies from injuries suffered as a result of the employees being required to travel in the

scope of the employee's employment at the direction of the City, the total sum of \$100,000 will be paid to his beneficiary or beneficiaries as designated by the employee.

(b) No Flying Roster. An employee subject to this Agreement who does not wish to be assigned to work of the City requiring the employee to travel by aircraft will signify that wish by signing a "No Flying Roster" to be maintained by the City. The employees whose names appear on the "No Flying Roster" will not be assigned to work of the City requiring travel by aircraft. Two flying rosters will be maintained; one fixed wing, the other rotary (helicopters), and any employee will be allowed to change the employee's status once annually.

ARTICLE 6 APPRENTICE LINEMEN

Section 6.1 Apprentices.

An apprentice is an employee who has been properly indentured by the Alaska Joint Electrical Apprenticeship Trust. All apprenticeship training will conform to the Alaska Electrical Industry Apprenticeship Standards, as formulated by the Anchorage Electrical Joint Apprenticeship Committee in cooperation with the Bureau of Apprenticeship and Training, United States Department of Labor. In recognition of the nature of such apprenticeship employment, the City agrees that wages and benefits, ratios and other working conditions described in the IBEW/NECA Outside Construction Agreement apprenticeship sections shall apply.

ARTICLE 7 SAFETY

Section 7.1 Safety Codes.

All electrical work shall be executed in a safe and proper manner, consistent with the requirements of the State of Alaska Electrical Safety Code and the National Electrical Safety Code. A copy of the National Electrical Code and the National Electrical Safety Code shall be available at least in the Utility's administrative offices.

Section 7.2 Safety Devices.

The City shall furnish such safety devices (other than clothing) and first aid kits as may be needed and requested for the safety and proper emergency medical treatment of the employees. All rubber gloves, coats, hats, boots and all other necessary rubber equipment for the protection of men working on live equipment shall be used by the employees at all appropriate times.

One AED will be provided per crew doing electrical work.

Section 7.3 Testing of Safety Gear.

The Line Foreman shall, as a safety measure, see that all protective devices for handling high voltages are kept clean and in good condition. Rubber gloves shall be subjected to tests every month, and an air test before each use, and shall be kept clean, dusted with talcum powder and carried in a suitable bag provided for that purpose only. Hand lines and tackle shall be kept in good repair.

Section 7.4 Pulling Conductors.

(a) Wire Reel Work. Workmen watching wire reels where conductors are pulled in on the same line of poles or where they may come in contact with any other conductors carrying 600 volts or greater shall be journeymen and there shall be grounded metal sheave block between the reel and the first line support.

(b) Energized Circuits. On all energized circuits of 600 volts or greater, as a safety measure, two journeymen, must work together or a journeyman and a "hot" apprentice.

Section 7.5 Work inside Energized Substations.

Except for operation and maintenance of the generator engines and the exceptions otherwise contained in this agreement, all work performed inside energized substations and switchyards shall be done by journeyman linemen or qualified employees. Nothing herein precludes Management personnel from being in substations or switchyards. Work that needs to be done in substations and switchyards that requires carpenters or other crafts shall have a journeyman lineman or other qualified employee present at all times while such work is being performed unless the work site can be

separated from exposed energized conductors exceeding 600 volts by a physical barrier. Such barriers may be a temporary fence or the containment of the work within a building.

Section 7.6 Safety Concerns.

(a) Employee to Determine if It Is Safe to Work. The lineman himself shall be the judge as to whether or not extreme weather or other abnormal conditions are suitable for the performance of dangerous or hazardous work when working any voltage.

(b) Rubber Required for Certain Work. Rubber shall be required when a lineman is working around and between conductors on all voltages and rubber shall be applied with rubber gloves up to and including 5,000 volts between phases.

(c) Hot Stick Work. All grounded circuits in excess of 5,000 volts shall be worked using hot sticks.

(d) Work Requiring Rubber Gloves. Voltages of 5,000 volts or less may be worked with rubber gloves.

Section 7.7 Safety Meetings and Training.

(a) Weekly Safety Meeting. The Union will plan and conduct a one (1) hour safety and job-training program each week and will provide the City with a copy of the schedule and minutes of the weekly training.

(b) Annual CPR and Pole-Top Training. Each year, the City will schedule during normal working hours a First Aid and CPR training course, as required by the State Department of Occupational Safety and Health, and a minimum of four (4) hours of pole-top training, and employees shall attend and be capable of performing such operations.

ARTICLE 8 DISCIPLINE

Section 8.1 Use of City Materials and Equipment.

Employees shall not use the City's time or material for other purposes than those authorized, nor shall they be careless or abusive of materials and

equipment.

Section 8.2 Employee Cooperation.

Full cooperation from all employees shall be expected, except that no employee shall be expected to do work or assume responsibility for which another employee receives a higher wage rate, unless he is paid the higher wage rate.

Section 8.3 Failure to Comply with Working Rules.

Failure of an employee to comply with written working rules and safety practices and regulations shall be considered insubordination. Such rules and regulations shall be accessible to all employees concerned.

Section 8.4 Employee Conduct.

(a) Professional Conduct. All employees shall be required to carry out their duties in a courteous and businesslike manner, particularly where the public is concerned.

(b) Substance Abuse. No employee shall be considered competent if found under the influence of alcohol or drugs while on duty, or on stand-by status, or who fails to report for work because of over-indulgence in alcohol or drugs. Management may require that an employee submit to drug testing if a management representative has reasonable grounds to suspect that an employee is under the influence of or using drugs, the use of which is illegal or unsafe under the circumstances, while on the job.

The management representative must have received training in the signs of drug and alcohol intoxication in a training program endorsed or conducted by the City, except that training is not a prerequisite in situations where the employee's drug or alcohol use or impairment would be obvious to a person of ordinary intelligence and perception.

An employee suspected of using or being under the influence of controlled substances or alcohol will be suspended (with pay for the first 10 working days) pending Employer's receipt of the test results from the laboratory.

It will be the responsibility of the employee to notify the laboratory of any prescription or non-prescription medication the employee is taking.

Employees will be allowed to utilize their annual leave or leave without pay, once in any three-year period, to pursue an appropriate program of treatment, subject to any other limitations under this Agreement on time allowed for leave.

Section 8.5 Falsification of Records.

An employee found to have knowingly falsified employment, time, operating or maintenance records or any other records required to be kept by the employee shall be subject to discipline up to and including dismissal from employment.

Section 8.6 Class "A" Commercial Drivers License Required.

The possession of a valid Class "A" Commercial Drivers License shall be a condition of employment, and the loss of such license shall be grounds for termination. If, in the opinion of the Utility Manager, reasonable accommodation can be made, an employee who loses his Class "A" Commercial Drivers License shall retain his employment status with the City.

This section does not apply to the Field Engineer classification.

**ARTICLE 9
GRIEVANCE PROCEDURES**

Section 9.1 Policy on Grievances.

The parties hereto recognize that the prompt and equitable settlement of grievances is essential to the maintenance of sound labor relations. The parties further recognize that such grievances are usually more satisfactorily and expeditiously settled by discussion with the City's Utility Manager. Every reasonable effort will be made by the Shop Steward, in cooperation with the Utility Manager, to correct violations and infractions of this Agreement. The Shop Steward, upon request to the Utility Manager, shall be given a reasonable amount of time during working hours, and without loss of pay, to handle grievances at Steps One, Two and Three pertaining to his area of responsibility. During outages and other emergencies, the Shop Steward will be required to give priority attention to

the City's business in the Article IX; "Utility Manager" means as appropriate the Utility Manager or the Utility Manager's designated representative.

Section 9.2 Grievances.

A grievance is hereby defined as an alleged violation of the terms of this Agreement. Any employee or group of employees may file a grievance for an alleged violation by the City of the terms of this Agreement. The City may file a grievance for an alleged violation by the Union of the terms of this Agreement. Being an alleged violation, it shall be a practice of work first, grieve later.

Section 9.3 Grievance Procedure.

A grievance shall proceed according to the following steps to seek a satisfactory settlement of the grievance. The grievance time schedule will begin when the applicable grievant or representative becomes aware or reasonably should have become aware of the alleged violation. To provide the best opportunity for the grievance to be solved at the lowest level, none of the following steps shall be omitted, except that a grievance by the City shall commence at step two.

Step One: The employee and shop steward shall discuss the grievance with the Utility Manager. If the employee, shop steward, and Utility Manager fail to agree on the matter, Step Two will be followed.

Step Two: The shop steward on behalf of employee grievant' or the City if it is a grievant shall state the grievance in writing. The statement will include the following:

- (a) The nature of the grievance and the circumstances out of which it arose, including the date of occurrence.
- (b) The remedy or correction the respondent is requested to make.
- (c) The section or sections of the Agreement relied upon, or alleged to have been violated.
- (d) The signature of the grievant and the shop steward or union representative and/or Utility Manager or his representative.

(e) The date the statement of the grievance was prepared.

(f) The written statement of an employee grievance shall be turned over to the Union's Business Manager or representative to be presented to the Employer's designated representative within fifteen (15) calendar days of the occurrence; the City's written statement of a City grievance shall be turned over to the Union's Business Manager or representative within fifteen (15) calendar days of the occurrence.

Step Three: The Union and the Utility Manager will have fifteen (15) calendar days to discuss the grievance, hold meetings, and try to come to a mutually agreeable settlement. Within fifteen (15) calendar days after the aforementioned discussion period, the respondent party will provide written statement of that party's position on the grievance to the grieving party. The Utility manager or the Union will have ten (10) working days to respond to information requests from the other party, unless an extension is mutually agreed upon; provided that response time for information request will not affect other time requirements in Step Three.

Step Four: If the grievance is not resolved at Step Three, either party may submit the matter to arbitration within seven (7) calendar days from the date either party receives the other's written step three statement.

Section 9.4 Arbitration.

(a) Selection. If a request for arbitration is tendered, the Union and the Utility Manager shall, within five (5) calendar days, meet to agree on a mutually acceptable Alaska arbitrator. If no agreement can be reached, the grieving party shall within thirty (30) calendar days thereafter request a list of ten (10) arbitrators from Alaska from the American Arbitration Association. The arbitrator shall be selected within five (5) calendar days after receipt of the American Arbitration Association list by the striking method from that list. The parties shall utilize a coin toss to determine the order of striking and then alternate in striking names from the list of arbitrators until one arbitrator remains who shall be the arbitrator for the dispute. The grieving party shall notify that arbitrator of appointment within five (5) calendar days of selection. The parties shall endeavor to hold the arbitration within ninety (90) days following the notice of appointment to the arbitrator unless otherwise agreed by the parties and the arbitrator. The

party losing the decision shall bear the total expense of the arbitrator; however, each party will pay the wages, salaries, fees, and expenses of its designated witnesses.

(b) Authority of the Arbitrator. The arbitrator shall conduct a hearing according to the American Arbitration Association Standards and Procedures for Arbitration. The arbitrator shall have no authority to add to, alter, delete or modify this Agreement. The decision of the arbitrator shall be final and binding on all parties.

(c) Time Limits. Failure of either party to act within the time schedule set forth in this procedure without the express written agreement of the other party will be considered a default and the grievance shall be considered to be settled in favor of the non-defaulting party. The parties may mutually agree in writing to modify the time limits of any step of the grievance procedure. The mailing of the grievance appeal or answer shall constitute a timely appeal or response if postmarked within the appeal period.

ARTICLE 10 WORKING RULES

Section 10.1 Foreman/Leadman.

(a) Line Foreman. A Line Foreman is a working journeyman who has been a journeyman for at least three (3) years in the branch of the trade in which the employee is directing one crew. If the employee directs more than eight (8) other employees, the employee will not work except in emergencies which threaten life or property, except for incidental assistance which does not distract from the employee's primary function. When any work is being done on or within the reach of a primary voltage, the Foreman's primary function is to be in a position to observe the work being done and give advice in regard to safety.

(b) Leadman. A Leadman is a working journeyman who has been a journeyman for at least three (3) years in the branch of the trade in which the employee is directing at least one other journeyman but not more than three (3) other employees.

Section 10.2 Crew Size for Framing/Erecting Poles.

Framing poles, boring and fitting arms, making of guys and setting anchors shall be done by qualified employees. Any crew erecting poles shall consist of at least one journeyman in addition to the Foreman, except, in the primary area, the majority being linemen, including the Foreman.

Section 10.3 Tools and Clothing Allowance.

Wiremen shall furnish their own pocket tools. NECA employees will provide their own tools. The City shall annually furnish each regular employee who is a journeymen lineman with all other hand tools including two (2) pairs of leather gloves; provided that commencing January 1, 2008, regular employees who are journeymen linemen will be provided hand tools on a replacement basis, which will be only if broken or lost in a manner not caused by the negligence of that employee. The City will continue to provide all employees with 2 pairs of gloves annually.

Fire Retardant (FR) clothing will be provided with an initial allowance of \$2000 and an annual allowance of \$850 to be used with the City's approved vendor. These limits may be exceeded upon specific approval of the Utility Manager. At no time will the Employer refuse to replace clothing damaged at work that is no longer serviceable. In addition, the City will provide each employee a set of Fire Retardant raingear (pants and jacket) every three years. January 1st of every year thereafter, an FR upkeep allowance of \$850 will be given.

NECA temporary employees will be provided up to \$500 for Fire Retardant clothing on a prorated basis.

Section 10.4 Premium Pay for High Work.

All work sixty-five (65) feet above ground level shall be paid at the overtime rate while working such height.

Section 10.5 Employee Meals While Operating the Generator.

Employees operating the generation plant may eat their meal on working time, but at a time so as not to interfere with efficient operation of the generation plant. Missed meals will be paid at \$20.00 and one-half (1/2)

hour at the applicable rate.

Section 10.6 Generation Plant Operation.

Any time the City is operating its own generation plant; two (2) qualified persons will operate the plant. Such persons, if not employees under the Agreement, will be paid the rate for operator and mechanic specified in Article XIII. So long as the generation plant switch gear remains substantially in the form on the date of this Agreement, at least two qualified persons will be so employed; at such time as the generation plant switchgear is modified in a fashion requiring fewer than two qualified persons, the City may in its discretion assign fewer than two qualified persons to operate the generation plant.

Section 10.7 Low Voltage Switching.

One journeyman lineman may perform low voltage switching such as opening and closing power circuit breakers, setting reclosers on next trip lock-out or ground trip switches, or setting load tap changers to manual or automatic, provided the lineman has two-way communications with the city dispatcher or line crew foreman. Operators may switch in substations that are adjacent to and part of an established powerhouse.

Section 10.8 Connects/Disconnects, Locates and routine switching

One journeyman lineman shall perform the work and may work as a one-man crew when executing connects and disconnects (meter installation, removal and booting) locates, inspections, routine switching of circuits (sec. 10.7), line patrol and emergency repair to the extent necessary to safeguard the general public. One qualified bargaining unit Employee may perform meter installation and removal of 120/240 single phase meters during normal working hours.

**ARTICLE 11
MISCELLANEOUS**

Section 11.1 Notice of Compensation of Injured Employees.

The details of any provisions made by the City for the compensation of injured employees shall be furnished to the Union and shall also be kept

posted in a place accessible to all employees covered by this Agreement.

Section 11.2 Miscellaneous Leave/PAC Contribution.

(a) Jury Duty Leave. An employee who is called for and performs jury duty will be compensated by the City for the difference between payment received for such jury duty (excluding travel and subsistence allowances) and the payment the employee would have received for the straight time hours the employee was thereby required to lose from the employee's regular work schedule, but not to exceed five (5) eight hour days per week, computed at the employees established hourly wage rate. Differential payment shall continue so long as such jury duty continues and upon documentary proof of jury duty and the payment received therefore.

Continuous service, annual leave and duly established seniority privileges will accumulate during such leave.

(b) Voting Leave. Voting time off will be given in accordance with the City's Personnel Code, as amended from time to time.

(c) Political Action Fund Contribution. With voluntary authorization by an employee on a form supplied by the Union, the City agrees to deduct \$0.07 per hour from the employee's wages to be submitted to the IBEW Local Union 1547 for its Political Action Fund. This money will be sent in monthly with the dues and shall be made by the fifteenth (15th) of the month following which the deduction was made.

Section 11.3 Hazards.

(a) Inclement Weather. Employees who report for work on a scheduled work day and who, because of inclement weather or comparable reasons, are unable to discharge the usual duties assigned to them by management, will be paid for such day at the applicable rate; provided, however, that such employees may be assigned to other work within or below their job classification or participate in training and instruction pertinent to their employment, including first aid, safety and hot-stick work.

(b) Hazardous Materials. Employees required to work with hazardous material shall be supplied with all necessary protective equipment.

Section 11.4 Linemen's Room and Lockers.

The City shall furnish a linemen's room with lockers for clothes, tools, etc., and facilities for drying clothing and equipment.

Section 11.5 Delegation of Authority.

Delegation of authority shall be from an appropriate City representative to a foreman or leadman who, in turn, will instruct journeymen, operators, apprentices or other employees as assigned.

**ARTICLE 12
WAGES AND BENEFITS**

Section 12.1 Trust Fund Contributions.

(a) Pension Fund.

(1) The City agrees to participate in, and contribute to, the Alaska Electrical Pension Fund (AEPF), and Alaska Electrical Workers Money Purchase Pension Plan (AEWMPP) trust funds which were established pursuant to: 1) an agreement between the Union and the Alaska Chapter of the National Electrical Contractors Association, Inc.; and 2) that certain declaration of trust entered into by the aforesaid parties for the purpose of providing pension benefits for those persons covered by said agreement.

(2) Effective July 1, 2019 and subject to the maximum amount set forth below, the City will pay into the AEPF the sum of Eight Dollars and Forty-Six Cents (\$8.46) for each compensable hour earned in a month by an employee in a job classification listed in Article XIII herein. Effective July 1, 2020, said rate shall increase to Eight Dollars and Seventy-One Cents (\$8.71). Effective July 1, 2021, said rate shall increase to Eight Dollars and Ninety-Six Cents (\$8.96).

The City will pay into the AEWMPP the sum of Two Hundred Twenty-five Dollars (\$225.00) per month for those employees in job classifications listed in Article XIII herein.

(3) The foregoing payments to the Fund, made by the City, will entitle said covered employees of the City to pension payments under

such terms and conditions that may be lawfully provided for by the administration and management of said funds. The City's liability shall be limited to making the foregoing payments.

(4) All payments due under this Section 12.1 are payable to said fund on or before the 15th day of the month following the month in which said compensable hours were earned by the City's said employees. If an employee is terminated by the City or leaves employment of the City on any day during the month, or if the employee shall be employed on any day other than as indicated by a full calendar month, the employee shall be entitled to the pro-rata portion of the working days actually earned, all payments due hereunder.

(5) "Compensable hour" as used in this Section 12.1 shall mean only straight-time or overtime hours actually worked, standby time measured in hours, and annual leave taken; for clarification, compensable hour does not include other categories of time including but not limited to, leave without pay time, workers' compensation time or meal allowance time.

(b) Health Insurance and Money Purchase Plan. The City agrees to participate in and contribute to the Alaska Electrical Health and Welfare Trust Fund and, depending upon the Health and Welfare Flex Plan (Seward Plans 500-505) selected by an employee, to the Alaska Electrical Worker's Money Purchase Pension Plan of the Alaska Electrical Workers Pension Fund for the purpose of providing selected benefits to the employees covered by this agreement. The City will contribute \$2,087.00 per month, per employee to the Trust Funds. Any contribution required of employees to pay for health benefit premiums not covered by the amounts paid by the City under this subsection 12.1(b) may be withheld from employee paychecks and forwarded to the Trust Fund, provided that clear and uncontested notice of such amounts is provided to the City by the Trust. The City will cover up to a 5% increase in the premium, each year. Any increase above 5% will be paid by the employee.

(c) IBEW Hardship and Benevolent Fund (IHBF) The City shall, beginning with the first administratively practicable pay period following notification by IBEW that a majority of bargaining unit employees elect to participate in the IHBF, deduct from members' net pay five cents (\$.05) per compensable hour worked by all bargaining unit employees. These

voluntary deductions will be transmitted in accordance with mutually established payroll procedures to the designated Trustee. Effective upon notification from the IBEW of favorable IRS determination, the deduction will be converted to a pre-tax deduction. This modification will be effective the first administratively practicable pay period following receipt of a copy of the IRS determination letter.

The Union agrees that the City assumes no responsibility in connection with this deduction, except that of ordinary diligence and care in forwarding monies deducted as set forth in this article. The Union shall indemnify the City and save the City harmless from any and all claims against the City only for amounts deducted from earnings pursuant to this Agreement.

Section 12.2 Wage Rate.

The base wage rate for purposes of calculating the wages of employees covered by this Agreement shall be \$47.99 per hour for the term of this Agreement. Individuals covered under the terms of this agreement shall not be entitled to receive any across-the-board pay increases granted by the City Council to all other regular City employees.

Effective July 1, 2020, all journeyman linemen shall receive an increase of the current base rate of pay or the current base rate equal to 100% of the U.S. Department of Labor Consumer Price Index for all-urban consumers for Anchorage measured from January 1, 2019 through December 31, 2019, with a minimum of by 1% and a maximum of 4%.

Effective July 1, 2021, all journeyman linemen shall receive an increase of the current base rate of pay or the current base rate equal to 100% of the U.S. Department of Labor Consumer Price Index for all-urban consumers for Anchorage measured from January 1, 2020 through December 31, 2020, with a minimum of by 1% and a maximum of 4%.

Section 12.3 Operator and Mechanic.

Operator and Mechanic is a position which will perform duties including those set forth in Appendix A. The pay rate will be 90% of the base wage rate prescribed in section 12.2. Upon completion of six (6) months wage increase to 95%, upon completion of nine (9) months wage will increase to 100%. This position will be entitled to benefits and rights, including rights

related to resolution of any grievances, solely as provided in this Agreement; provided however that while the benefits and rights of this Agreement are intended to replace benefits and rights under the City Code, such benefits and rights under this Agreement shall not reduce or be less than any benefits and rights accrued through prior employment with the City. For purposes of clarity, the position will be covered under the pension plans of this Agreement and, upon eligibility for such coverage; any person in this position will take all steps and agree that all steps may be taken to terminate that person's status as an active member of the Public Employees Retirement System. Assignment of the duties to this position, including the decision to assign or apportion work for Utility purposes or for non-Utility purposes, shall be in the sole discretion of management, subject to such delegations of authority as management may determine appropriate from time to time.

Section 12.4 Movement of Monies.

The bargaining unit shall be allowed to redirect all or a portion of future wage increases in the Alaska Electrical Pension Fund (AEPF). Any such movement of monies must be uniformly applied to all bargaining unit members. The movement will require ratification by a majority of the bargaining unit in a vote by secret ballot. The Union will give the Employer thirty (30) days' notice prior to the effective date of the wage increase. Any movement of monies under this Section shall be subject to any restrictions or other provisions of State or Federal law.

Section 12.5 Field Engineer.

1. The Field Engineer classification shall not be required to possess a commercial driver's license required under Article 8.6.
2. All overtime paid to employees in the Field Engineer classification shall be at a rate of one and one-half the straight time rate of pay.
3. Newly hired members in the Field Engineer classification will receive these IBEW benefits under Article 12 Wages and Benefits.
4. Current members in the Field Engineer classification will continue to receive PERS benefits and are not entitled to Employer contributions to the Alaska Electrical Pension Fund (AEPF), Alaska Electrical Workers

Money Purchase Pension Plan (AEWMPP), or IBEW Hardship and Benevolent Fund (IHBF).

ARTICLE 13

JOB CLASSIFICATIONS

This Article shall cover all classifications of employees covered by this Agreement. The wage rate for the classifications of employees covered by this Agreement shall be as follows:

Percent of Journeyman
Lineman or Wireman

Base wage rate 7/01/19 \$ 47.99 per hour

The effective wage rate (the regular or straight time hourly rate) for classifications shall be a percentage of the base wage rate as follows:

Journeyman Lineman or Wireman	100% of base wage rate
Line Foreman	112% of base wage rate
Leadman	105% of base wage rate
Field Engineer	75% of base wage rate
Power Plant Operator/Mechanic	

- | | |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| (a) hired before July 1, 2010 | 100% of base wage rate |
| (b) hired after July 1, 2010 | 90% of base wage rate for first six months, 95% of base wage rate from end of sixth month through end of ninth month, and 100% thereafter. |

Apprentices (See Section 6.1 of this Agreement)

If employees are needed for work not listed in the classifications under this Article but for work included in the bargaining unit, they shall be paid at a negotiated rate that relates in importance to one of the classifications herein provided.

SIGNATURE PAGE

City Of Seward

International Brotherhood of
Electrical Workers, Local
Union 1547

Scott Meszaros, City Manager
Date: _____

Dave Reeves Business Manager
Date: _____

John Foutz, Manager
Engineering & Utilities
Date: _____

Brannon Nichols, Business
Representative
Date: _____

Will Earnhart, City Attorney
Date: _____

Dusty Menefee, Business
Representative
Date: _____

Jason Ebberson, Negotiating Team Member
Date: _____

James Unrein, Negotiating Team Member
Date: _____

Appendix “A”

Operator and mechanic duties include duties performed for Utility operations such as:

1. Operation, maintenance, repair and overhaul of all motorized equipment and generators.
2. Material handling, storage and inventory control.
3. Clearing facilities and right-of-way of brush, grass and snow.
4. Traffic control, excavating/backfilling, setting electrical equipment, switching involved with generation operations.
5. May be assigned to work with line crew.
6. May be used on a “hot” crew as an equipment operator or ground man (as a fourth or fifth man).
7. May not perform any high voltage or aerial line work, including manually operated switches.
8. May operate low voltage or remotely controlled switches.
9. Other duties as assigned.

*Implementation of this job description into the CBA will not prevent the City from using other City personnel to perform maintenance and repairs to City equipment, including City Utility equipment.

INDEX

AGREEMENT COVERING TERMS AND		<u>(IHBF)</u>	33
CONDITIONS OF EMPLOYMENT	1	<u>Inclement Weather</u>	30
<u>Annual CPR and Pole-Top Training</u>	22	<u>Jury Duty Leave</u>	30
<u>Annual Leave</u>	11	<u>Leadman</u>	27
Appendix A	38	<u>Leave Requests</u>	11
ARTICLE 10	27	<u>Light Duty Defined</u>	13
ARTICLE 11	30	<u>Light Duty Option</u>	13
ARTICLE 12	31	<u>Line Foreman</u>	27
ARTICLE 13	36	<u>Meal Time Allowance</u>	14
ARTICLE 2	3	<u>Minimum Call-out Period</u>	15
ARTICLE 3	5	<u>No Flying Roster</u>	19
ARTICLE 4	10	<u>Pension Fund</u>	31
ARTICLE 5	14	<u>Political Action Fund Contribution</u>	30
ARTICLE 6	20	<u>Posting of Notices</u>	7
ARTICLE 7	20	<u>Probationary Employees</u>	5
ARTICLE 8	22	<u>Professional Conduct</u>	23
ARTICLE 9	24	<u>Promoted Employee Probationary</u>	6
ARTICLE I	2	<u>Recognized City Holidays</u>	10
<u>Authority of the Arbitrator</u>	27	<u>Regular Employee</u>	6
<u>Calculation</u>	15	<u>Regular Work Day</u>	14
<u>Call-Out List</u>	18	<u>Regular Work Week</u>	14
<u>Calls to Listed Crew</u>	19	<u>Relief/Overlap</u>	15
<u>Casual Employee</u>	6	<u>Response by Other Employees</u>	19
<u>Changes to Safety Working Rules</u>	8	<u>Response Time</u>	19
<u>City Rights and Limitations</u>	9	<u>Rubber Required for Certain Work</u>	22
<u>City-Prescribed Working Rules</u>	8	<u>Section 1.1 Term of Agreement</u>	2
<u>Clearing Exception</u>	9	<u>Section 1.2 No Strike Provision</u>	2
<u>Coverage</u>	19	<u>Section 1.3 Management Rights</u>	3
<u>Early Call-Out</u>	16	<u>Section 1.4 Binding Agreement</u>	3
<u>Employee to Determine if It Is Safe to</u>		<u>Section 10.1 Foreman/Leadman</u>	27
<u>Work</u>	21	<u>Section 10.2 Crew Size for</u>	
<u>Energized Circuits</u>	21	<u>Framing/Erecting Poles.</u>	28
<u>Generally</u>	5	<u>Section 10.3 Tools and Clothing</u>	
<u>Generation Operation</u>	14	<u>Allowance</u>	28
<u>Hazardous Materials</u>	31	<u>Section 10.4 Premium Pay for High</u>	
<u>Health Insurance and Money Purchase</u>		<u>Work.</u>	28
<u>Plan</u>	32	<u>Section 10.5 Employee Meals While</u>	
<u>Holiday during Annual Leave</u>	10	<u>Operating the Generator</u>	28
<u>Holiday Falling between Two Days of</u>		<u>Section 10.6 Generation Plant</u>	
<u>Leave without Pay</u>	10	<u>Operation</u>	29
<u>Holidays Falling on a Saturday or</u>		<u>Section 10.7 Low Voltage Switching</u>	
<u>Sunday</u>	10		29
<u>Hot Stick Work</u>	22	<u>Section 10.8 Connects/Disconnects,</u>	
<u>IBEW Hardship and Benevolent Fund</u>		<u>Locates and routine switching</u>	29

<u>Section 11.1 Notice of Compensation of Injured Employees</u>	30	<u>Section 5.10 Call-Out Lists</u>	18
<u>Section 11.2 Miscellaneous Leave/PAC Contribution</u>	30	<u>Section 5.11</u>	19
<u>Section 11.3 Hazards</u>	30	<u>Section 5.2 Overtime</u>	15
<u>Section 11.4 Linemen's Room and Lockers</u>	31	<u>Section 5.3 Meals Furnished by City</u>	16
<u>Section 11.5 Delegation of Authority</u>	31	<u>Section 5.4 Overtime for Holiday Work</u>	16
<u>Section 12.1 Trust Fund Contributions</u>	31	<u>Section 5.5 Termination Pay</u>	17
<u>Section 12.2 Wage Rate</u>	33	<u>Section 5.6 Notice to Union of Employee Termination</u>	17
<u>Section 12.3 Operator and Mechanic</u>	34	<u>Section 5.7 Longevity</u>	17
<u>Section 12.4 Movement of Monies</u>	34	<u>Section 5.8 Pay for Working in a Higher Job Classification</u>	17
<u>Section 12.5 Field Engineer</u>	35	<u>Section 5.9 Hot Stick Work</u>	18
<u>Section 2.1 Bargaining Unit Defined</u>	3	<u>Section 6.1 Apprentices</u>	20
<u>Section 2.2 Dispatching New Employees</u>	4	<u>Section 7.1 Safety Codes</u>	20
<u>Section 2.3 City - Union Relationship</u>	4	<u>Section 7.2 Safety Devices</u>	20
<u>Section 2.4 Union Examination of Non-Union Employees</u>	5	<u>Section 7.3 Testing of Safety Gear</u>	21
<u>Section 2.5 Leave of Absence for Union Officers</u>	5	<u>Section 7.4 Pulling Conductors</u>	21
<u>Section 3.1 Employee Classifications</u>	5	<u>Section 7.5 Work inside Energized Substations</u>	21
<u>Section 3.2 Shop Steward</u>	7	<u>Section 7.6 Safety Concerns</u>	21
<u>Section 3.3 Posting and Rules</u>	7	<u>Section 7.7 Safety Meetings and Training</u>	22
<u>Section 3.4 Access to City Property by Union Representative</u>	8	<u>Section 8.1 Use of City Materials and Equipment</u>	22
<u>Section 3.5 Loaning Union Members to Other Employers</u>	8	<u>Section 8.2 Employee Cooperation</u>	22
<u>Section 3.6 Union Rights to Discipline its Members</u>	8	<u>Section 8.3 Failure to Comply with Working Rules</u>	23
<u>Section 3.7 Notices</u>	9	<u>Section 8.4 Employee Conduct</u>	23
<u>Section 3.8 Contracting and Subcontracting</u>	9	<u>Section 8.5 Falsification of Records</u>	24
<u>Section 4.1 Holidays</u>	10	<u>Section 8.6 Class A Commercial Drivers License Required</u>	24
<u>Section 4.2 Paid Leave</u>	11	<u>Section 9.1 Policy on Grievances</u>	24
<u>Section 4.3 Leave without Pay</u>	12	<u>Section 9.2 Grievances</u>	25
<u>Section 4.4 Special Leave Categories</u>	12	<u>Section 9.3 Grievance Procedure</u>	25
<u>Section 4.5 Benefits While on LWOP</u>	13	<u>Section 9.4 Arbitration Selection</u>	26
<u>Section 4.6 Application of Law</u>	14	<u>SIGNATURE PAGE</u>	37
<u>Section 5.1 Schedules</u>	14	<u>Substance Abuse</u>	23
		<u>Temporary Employees</u>	5
		<u>Time Limits</u>	27
		<u>Travel Insurance</u>	19
		<u>Voting Leave</u>	30
		<u>Weekly Safety Meeting</u>	22
		<u>Wire Reel Work</u>	21

Work Requiring Rubber Gloves 22
Worker's Compensation Leave 12

Workforce Limits on Leave 12