



CITY AND BOROUGH OF SITKA

A COAST GUARD CITY

MEMORANDUM

To: Mayor Eisenbeisz and Assembly Members

Thru: John Leach, Municipal Administrator

From: Joshua Branthoover, Assistant Municipal Administrator
Brooke Volschenk, Finance Director

Date: September 17, 2025

Subject: IBEW 2025 - 2028 Labor Agreement

Background

Labor negotiation meetings began with IBEW in April 2025 to replace their contract which was due to expire on June 30, 2025. The parties met over multiple sessions in April, May, June, July, August, and September. The first tentative agreement was reached on August 1, 2025 and the union membership voted to reject the tentative agreement. The rejection required the parties to return to the table for the purpose of negotiating a tentative agreement or to determine if mediation was required. Fortunately, a second/revised tentative agreement on September 10, 2025.

We received notification that the Union membership ratified the second tentative agreement. As required by Sitka General Code (SGC) 2.08.125, the Assembly is now asked to approve the tentative agreement.

Analysis

The primary changes in the IBEW 2025-2028 Agreement are as follows:

Non-Economic Changes

- Implemented and/or clarified language related to several human resources initiatives including personnel files, evaluations, and job vacancy advertising.

- Modified probationary period timelines for various situations, including CBS employees from other departments accepting a position in the Electric Department.
- Updated language regarding numeric ratio of Journeyman Lineman to Apprentices and agreed to discuss each apprenticeship opportunity on case-by-case basis as apprenticeship opportunities may become available.
- Removed requirement to pay for meals (\$25.00) for a more efficient payroll process; meal break compensation at applicable hourly rates, situation dependent.
- Added provision for clarity regarding employees that also volunteer with the Sitka Fire Department.
- Established provision allowing the hiring of temporary employees consistent with the Personnel Policies Handbook.
- Agreed to develop a comprehensive training plan for Power Plant Operators/System Dispatchers for increased safety, efficiency, and development.

Economic Changes

- Wages
 - No hourly rate increase for General Foreman or Journeyman Lineman effective July 1, 2025. For recruiting purposes, these two positions received multiple adjustments through letters of agreement bringing their hourly rates to \$79 (General Foreman) and \$70 (Journeyman Lineman) during the life of the 2022 – 2025 IBEW Agreement. These wage increases have been successful at recruiting and filling vacant lineman positions.
 - The FY26 pay increases range from 6 to 12% for all job classes except the General Foreman and Journeyman Lineman. These pay increases were based on the market rate for similar positions based on review of other public sector Electric Utilities in SE Alaska. Two locations were relied on for the market analysis – Petersburg and Ketchikan and their current collective bargaining agreements.
 - All hourly rates will increase by 3% effective July 1, 2026, except for the Power Plant Operators/System Dispatchers that are scheduled for a 5.8% increase following training plan implementation.
 - One-time lump sum payment of \$750, less applicable withholding, for IBEW employees on July 1, 2026.

- All hourly rates will increase by 3% effective July 1, 2027
- Double time for hours beyond ten hours in a work day for Employees on 5-day/8-hour and 4-day/10-hour schedules
- On-Call Pay
 - Increased on call pay to \$100 for each day of the week
- Benefits
 - IBEW employees placed into the IBEW Health Trust, being transferred from existing health insurance plan, effective November 1, 2025 at an initial cost of \$2531/eligible employee/month with 90/10 employer/employee contribution. Mutually beneficial with some expected cost savings (unable to quantify due to variability of individual employee elections/options within current and new plan). IBEW Health Trust plan costs are subject to potential annual increases to the above-mentioned monthly rate.

Alaska Electrical Pension Fund

- No increases to contributions for General Foreman or Journeyman Lineman positions effective July 1, 2025. For recruiting purposes, these two positions received multiple adjustments through letters of agreement up to current level of \$13.00/compensable hour during the life of the 2022 – 2025 IBEW Agreement. Contributions increase to \$13.25/compensable hour effective July 1, 2026 and then to \$13.50/compensable hour effective July 1, 2027. Pro-rated for Apprentice Lineman.
- For each Employee in the other IBEW job classifications, it increases from \$2.50 to \$3.50/compensable hour effective July 1, 2025, \$3.75/compensable hour effective July 1, 2026, and \$4.00/compensable hour effective July 1, 2027.

Fiscal Note

Overall, the total estimated increased cost to the City and Borough of Sitka (CBS) will be \$507,853 over the proposed 3-year contract. This calculation assumes vacant positions are filled and overtime continues at prior year levels.

Financial implications of IBEW Negotiated Monetary Terms

3-year impact on CBS vs. final year of current contract	Year 1 (FY26)	Year 2 (FY27)	Year 3 (FY28)
Increase in personnel costs to CBS from current (FY25) levels*	\$ 182,118	\$ 316,279	\$ 507,853

Year-to-year contract	Change FY25-FY26	Change FY26-FY27**	Change FY27-FY28
Year to year increase in costs to the CBS (\$)	\$ 182,118	\$ 134,162	\$ 191,573
Year to year increase in costs to the CBS (%)	4.5%	3.2%	4.4%

*Includes employer costs for IBEW Pension/PERS/SBS/FICA and assumes all vacancies filled

**Includes one-time bonus from Section 14.2

The FY26 budget used an estimate of 2.3% for increases. While the proposed increase for FY26 is higher, based on staffing levels as of July 1, 2025, and considering existing position vacancies, we do not expect to exceed FY26 budgeted amounts. A supplemental appropriation for FY26 is not required or anticipated at this time. Increases proposed for FY27 and FY28 will be incorporated into those respective budgets.

Recommendation

Recommend Assembly Approval.

Encl: IBEW Labor Agreement

COLLECTIVE BARGAINING AGREEMENT

Between the

CITY AND BOROUGH OF SITKA,

AND THE

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS,
LOCAL 1547

July 1, 2025 through June 30, 2028

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**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
THE CITY AND BOROUGH OF SITKA, ALASKA
AND
LOCAL #1547 INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO**

For the purposes of maintaining cordial relations between the City and Borough of Sitka, Alaska, ("Employer") and Local #1547 International Brotherhood of Electrical Workers, AFL-CIO ("Union") the parties do enter into, establish and agree to the following conditions of employment.

ARTICLE 1 - POLICY

It is the policy of the Employer and Union to promote harmonious and cooperative relations between the Employees and the Employer, to protect the public by promoting orderly and effective operations of government, and to maintain merit principles. The Employer, Union, and Employees are committed to develop a positive labor management relationship, which promotes the success of the Employer, provides rewarding jobs for its Employees, and makes available quality service to meet the needs of its customer. The purpose of this Agreement is to set forth terms and conditions of employment to support a work environment that will further these objectives.

ARTICLE 2 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for, and this Agreement shall cover all Regular, Relief, and NECA-Temporary Employees in the Electric Department but not those Employees identified as exempt and confidential.

ARTICLE 3 - NO-STRIKE/NO-LOCKOUT

The parties understand and agree there will be no strikes or lockouts during the life of the Agreement pursuant to Sitka General Code §2.08.125 (j). The Union and Employees further agree that they will not sanction, encourage or continue any sickouts, slowdowns, or other disruptive activity during the life of the Agreement.

ARTICLE 4 - DURATION

The term of this Agreement shall be from July 1, 2025 through June 30, 2028, and thereafter from year to year if the Agreement is not reopened.

However, either party may open negotiations not later than sixty (60) days before the expiration of this Agreement by giving the other party written notice of the Articles in which changes are desired. Such written notice should not be given more than one hundred and eighty (180) days before the expiration of this Agreement. The parties agree the written notice shall be in a letter

form and sent to the Municipal Administrator or the Assistant Business Manager at the IBEW office in Juneau to be effective.

The parties agree to discuss the schedule for negotiations at their earliest opportunity but not later than sixty (60) days after receipt of such notice. Nothing herein will preclude the termination, modifications, or amendment of this Agreement at any time by written mutual consent of the parties.

If the termination of this Agreement occurs during negotiations for a renewal of the Agreement, the terms and conditions of this Agreement shall be binding upon the parties until a renewal Agreement is negotiated and executed by the parties.

This Agreement shall become effective on the date of signing unless specified otherwise in the Agreement or in writing by the parties.

ARTICLE 5 - UNION SECURITY

Section 5.1 Non-Interference

The Employer agrees that it will not in any manner attempt to interfere between any Employee and the Union. It will not in any manner attempt to restrain any Employee from belonging to the Union or from taking an active part in Union affairs and it will not discriminate against any Employee because of Union membership or activity, provided that such activity is not contrary to this Agreement.

Section 5.2 Payroll Deductions

A. The Employer shall make all appropriate deductions in the first payroll period, including monthly and working dues and assessments from the pay of those Employees who have presented the Employer with a signed authorization for the deduction. The Employer agrees to make these deductions and to remit these funds, together with a list of Employees' names for which the deductions were made, to the Union on or before the fifteenth (15th) day of the month.

B. In the event an Employee notifies the Employer in writing that the Employee no longer wishes to pay dues or assessments via payroll deduction, the Employer shall notify the Union upon receipt of such written notice stopping payroll deduction. The Employer shall not stop payroll deduction for ten (10) working days to allow the Union to discuss the Employees obligations to the Union with the Employee. After ten (10) working days, the Employer shall stop the payroll deduction unless directed otherwise by the Employee.

C. Following thirty (30) calendar days of employment, an Employee may voluntarily elect to participate in the IBEW PAC Fund by signing and submitting to payroll an authorization form supplied by the Union. These funds shall be forwarded in the same manner and at the same time as set forth in paragraph A above.

D. The Employer will not be held liable for deduction errors. If the Employer makes an error in deductions the sole remedy will be to increase or reduce the amount deducted from the Employee's future deduction until the error has been corrected.

E. The Union will indemnify, defend, and hold harmless the Employer, its agents, insurers and Employees from any claim or cause of action arising from or related to any act or omission under this Section.

Section 5.3 New Employee Notification

A. The Employer shall provide Union contact information to each new Employee during new hire orientation by Human Resources. The Employee is responsible to contact the Union.

B. The Employer shall notify the Assistant Business Manager of any new Employee hired who is covered by this Agreement not later than fifteen (15) calendar days after the Employee's start date.

C. Stewards shall be allowed to contact a new Employee during work hours upon approval by the supervisor or Department Head and so long as it does not interfere with either employee's work for a maximum of thirty (30) minutes during the first month of employment. Employees shall suffer no loss in compensation for time spent meeting under this paragraph.

Section 5.4 Standards of Work

The Union agrees that all Employees who are covered by this Agreement will individually and collectively perform safe, efficient and diligent service, and will use their influence and best efforts to protect the property and interests of the Employer.

Section 5.5 Shop Stewards

A. Upon written notification, the Employer will recognize shop stewards who have been selected pursuant to the rules and regulations of the Union to represent the Employees. The Union shall appoint no more than two shop stewards and an alternate. The names of the stewards will be furnished to the Electric Utility Director of the Employer and the Assistant Municipal Administrator in writing before beginning or being relieved of their duties within thirty (30) days of the change.

B. The Employer recognizes that the stewards will be assigned their Union duties and responsibilities by the Union and pursuant to this Agreement. The stewards will cooperate with the Employer in securing compliance with this Agreement and, at the request of the Electric Utility Director of the Employer, or designee, or the Assistant Municipal Administrator will notify Employees of any violations of this Agreement.

C. Stewards are expected to perform their normal assigned duties as an Employee covered by this Agreement. However, the parties agree that stewards shall be granted a reasonable amount of

time to handle Union business during work time which cannot be handled during non-work time without loss of pay so long as the Employee's supervisor has been notified.

D. Time spent performing steward duties during work time shall be recorded on the Employee's time card as Union business.

E. The Electric Utility Director reserves the right to deny the use of work time for steward or Union business if it interferes with the operational needs of the Department or the performance of the Employee.

Section 5.6 Union Bulletin Board

Employer will provide a bulletin board for the purpose of posting Union notices and communications at the following locations: 105 Jarvis Street Main Office and Blue Lake Power Plant.

Section 5.7 Union Access to Employer's Premises

With prior notice and approval by the Electric Utility Director, authorized representatives of the Union, who are not Employees, will be permitted to visit the work sites where Employees covered by this Agreement work during working hours so long as such visits do not disrupt or interfere with the operations of the Utility or the Employee's work.

ARTICLE 6 - NONDISCRIMINATION

The parties mutually agree that the Employer and the Union will not discriminate against any person or persons so as to deny such person or persons equal employment opportunities because of race, religion, color, sex, age, national origin, or disabilities or any other protected class provided for in federal, state, and local law as may be amended from time-to-time.

ARTICLE 7 - PERSONNEL FILES

Section 7.1 Official Personnel File and Confidentiality

The Employee's official personnel file in the HR Department is confidential.

Section 7.2 Employee Access

A. Employees may review their personnel files in the HR Department electronically upon reasonable notice and at reasonable times during regular business hours.

B. Employees may request a copy of any document in their personnel file. The copy may be electronically transmitted or printed by HR, at the employee's request.

C. The Employee will receive a copy of any disciplinary letters and any material placed in the Employee's personnel files.

D. Employees may submit job-related documents to be added to their personnel file with the approval of the Assistant Municipal Administrator which shall not be unreasonably denied.

Section 7.3 Supervisor Access

A. The personnel file is only available for inspection by the Assistant Municipal Administrator, or designee, and the Employee's supervisors outside of the bargaining unit within the Electric Department.

B. Other Municipal personnel who, due to the nature of their work with the Employer need access to personnel information, may obtain the specific information needed from the Employee's personnel file from the Assistant Municipal Administrator or designee, or through review of the pertinent documents from the Employee's personnel file.

Section 7.4 Union Access

A. Upon receipt of written authorization from an Employee, a designated Union Representative will have the right to inspect the Employee's personnel file upon reasonable notice and at reasonable times.

B. Upon receipt of written authorization from an Employee, the Union may request copies from the Assistant Municipal Administrator of documents from the Employee's personnel file. The copy may be electronically transmitted or printed by HR, at the employee's request. The Employer reserves the right to charge the Union the cost of such copying.

C. The designated Union Representative understands and agrees that all information contained in an Employee's personnel file is confidential. The designated Union Representative will handle such confidential information in a manner to ensure the Employee's right to privacy is protected.

Section 7.5 Removal of Documents

A. An Employee may request a disciplinary action in the Employee's personnel file be removed after twelve (12) months, and once every calendar year thereafter. Such requests must be in writing submitted to the Assistant Municipal Administrator.

B. Removal of any disciplinary actions is subject to the recommendation by the Electric Utility Director and approval of the Municipal Administrator.

ARTICLE 8 - EMPLOYEE STATUS AND APPOINTMENT

Section 8.1 Employee Status

A. All Employees covered by this Agreement are designated as full-time Employees, except as provided in paragraphs B and C below. All full-time Employees shall serve a probationary

period as set forth below in Section 8.4 A. Upon satisfactory completion of the probationary period, the employee will be considered “regular” for purposes of this Agreement.

B. Relief Power Plant Operators/System Dispatchers

1. The Employer reserves the right to utilize relief Employees who are qualified individuals available to substitute for Power Plant Operators/System Dispatcher full-time Employees.

2. The intent of this paragraph is not to reduce the number of full-time positions by the hiring of relief Employees.

3. Relief Employees shall be subject to this Agreement when working for the Employer only as to articles dealing with union security, hours of work, and rates of pay. Relief Employees shall be paid time and one half (1.5) for all hours worked on the date of the holiday designated in Article 12.5. No additional pay or time off will be provided for a holiday worked. Relief Employees are also subject to all applicable work rules.

C. Nothing in this Agreement prohibits the Employer from hiring temporaries not covered by this Agreement under the Personnel Policies Handbook. This paragraph is not intended to be a way to avoid hiring represented employees or reduce the number of full-time represented positions at the Electric Department.

Section 8.2 NECA-Temporary Employees

A. Journeyman linemen and wiremen and other classifications as set forth in the IBEW-NECA Agreement may be employed as NECA-Temps for a period not to exceed six (6) months of continuous employment. The IBEW Inside-Outside Alaska Electrical Construction Agreement, as amended, shall govern the NECA-Temporary wages and benefits. NECA-Temporary Employees shall be subject to this Agreement only as to the hours of work and applicable working rules. When assigned to assume the position of a Leadman a NECA-Temporary Journeyman shall receive 104% of the applicable wage rate.

B. The IBEW Inside-Outside Alaska Electrical Construction Agreements (“Inside or Outside Agreement”), as amended, shall govern the NECA-Temp’s wages and benefits. NECA-Temps shall be subject to this Agreement only as to the hours of work and applicable working rules while employed with Employer.

C. A NECA-Temp shall be provided the necessary FR gear required by the job as determined by the Employer, which must be returned to the Employer when the NECA-Temp’s employment ends with the Utility, unless otherwise directed by the Electric Utility Director.

D. When assigned to assume the position of a Leadman, a NECA-Temp Journeyman shall receive 104% of the applicable wage rate in the applicable Inside or Outside Agreement.

E. A NECA-Temp may be hired by the Employer by applying for any vacant position at the Utility. Time spent in a NECA-Temp position shall be credited towards the new Employee's probationary period so long as the new job is the same as the NECA-Temp position at the Utility.

Section 8.3 Vacancies

A. The Electric Utility Director is responsible for filling vacancies in the Department, subject to the approval of the Municipal Administrator. Hiring decisions are at the sole discretion of the Employer.

B. Posting

1. Whenever a Department vacancy occurs, which the Employer intends to fill, a notice of such vacancy shall be made available electronically to all Employees at the same time it is posted externally. Notice of the posting shall be simultaneously given to the Union for internal posting purposes.

2. Any Employee who applies for a vacancy within the Department shall receive an interview during the hiring process.

3. The Union Hiring Hall may refer applicants to be considered through the normal hiring process.

4. When there are qualified Employees within the Department interested and available for the vacancy, the Employer shall endeavor to hire, promote, or transfer from within the existing work force.

Section 8.4 Probationary Periods

A. Every new hire Employee shall serve a six-month probationary period (180 consecutive days of service from date of hire) during which time the Employee may be terminated at the sole discretion of the Employer without right of appeal. All probationary Employees shall accrue service credits and seniority during the probationary period. An Employee's probationary period may be extended by mutual Agreement between the Employer and Union.

B. Employees who are promoted or transferred to a different position shall serve a three-month (90 consecutive days) probationary period from date of promotion or transfer. If the Employee's performance in the new position is unsatisfactory in the Employer's sole discretion, the Employee may be returned to their previous position if vacant or to another vacant position so long as the Employee is qualified for that position. This employment action shall not be construed to be a demotion or disciplinary action requiring just cause.

C. An Employee who transfers to a position covered by this Agreement from another department outside of the Electric Department shall serve a new probationary period as follows:

1. If the Employee has already satisfactorily completed an initial probationary period in another department, the Employee will serve a three-month probationary period (90 consecutive days).
2. If the Employee has not completed an initial probationary period in another department, the Employee will serve a six-month probationary period (180 consecutive days) from their current position hire date in the Electric Department.
3. In either case, there will be no obligation to return the Employee to their previous position, unless the prior Department Head agrees.

D. Relief Power Plant Operators/System Dispatchers who become a full-time Employee in a Power Plant Operator/System Dispatcher position shall serve a three-month probationary period (90 consecutive days). If the Relief Power Plant Operator/System Dispatcher becomes a full-time employee in a different position in the department, they shall serve a six-month probationary period (180 consecutive days).

Section 8.5 Evaluations

Employees shall receive evaluations pursuant to and consistent with the Personnel Policies Handbook.

Section 8.6 Anniversary Dates

An employee may have as many as two “anniversary dates” while employed with CBS as follows:

1. “Initial Hire Date” is the date of hire with the Employer based consecutive service with the Employer. This date is used for a variety of benefits or rights such as vacation accrual, some seniority rights, and retirement benefits.
2. “Current Position Hire Date” is the date the Employee was hired into their current position after a promotion or transfer or other change in position based on consecutive service with the Employer. However, “Current Position Hire Date” may be the same as the Employee’s “Initial Hire Date” if the Employee has not changed positions while employed with CBS and has had no break in service.

ARTICLE 9 - MANAGEMENT RIGHTS

The Union recognizes the right of the Employer to operate and manage the Utility, including but not limited to:

- A. the right to establish and require standards of performance;
- B. maintain order and efficiency;
- C. direct Employees and their work;
- D. determine job assignments, and work schedules and overtime;

- E. assign bargaining unit work, including training, to qualified supervisory and management personnel whenever bargaining unit members are not available or in an emergency;
- F. determine the materials and equipment to be used;
- G. implement new and different operational methods and procedures;
- H. determine staffing levels and requirements;
- I. establish qualifications of work to be performed by Employees;
- J. determine the kinds, type, and location of facilities;
- K. introduce new or different service products, methods, or facilities;
- L. select, hire, classify, assign, promote, transfer, discipline, demote, or discharge Employees for just cause;
- M. lay off and recall Employees;
- N. regulate all activity conducted upon company premises and on company time; and
- O. promulgate and enforce rules, regulations and personnel policies and procedures.

Such rights, which are vested solely and exclusively in the Employer, shall not be exercised by ordinance or otherwise so as to violate any of the specific provisions of this Agreement.

The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude management prerogatives mentioned.

All matters not covered by the language of this Agreement may be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it, from time to time, shall determine.

Any claim that the Employer has exercised such rights and power contrary to the provision of the Agreement may be submitted to the grievance procedure contained herein.

ARTICLE 10 - APPRENTICESHIP

Section 10.1 Use of Apprentices

The Employer reserves the right to utilize apprentices to perform the work at the Utility. Nothing in the paragraph precludes the Employer from using any apprenticeship program including the Alaska Joint Electrical Apprenticeship and Training Trust ("AJEATT").

Section 10.2 Lineman Apprenticeships

A. The Employer agrees to consider using the AJEATT during the life of this Agreement if a need for a lineman apprentice arises at the Utility. If the Employer decides to utilize the AJEATT, the Employer agrees to pay \$5,000.00 per calendar year, prorated for any portion of a year an Employee is in the apprenticeship program.

B. Reimbursement for Travel and Training

1. If an Employee is participating in the AJEATT, the Employee will be required to apply for State Training and Employment Program (STEP) grants, if available.

2. In addition to any STEP grant awarded under paragraph A, the parties will meet and agree in writing what travel expenses or wages will be paid by the Employer while attending the AJEATT including any (1) requirement for continued employment during or after the apprenticeship and (2) repayment for failing to complete the training or agreed to employment duration on a case-by-case basis. This paragraph applies to the current apprentice and his remaining training and future employees hired at the Utility to be an apprentice.

C. Apprentice and Journeyman Lineman Ratio

1. The minimum numeric ratio of journeyman lineman to apprentices shall be based on the Standards of Apprenticeship agreed to with the US Department of Labor and the Employer.

2. The agreed-to standards are consistent with proper supervision, on-the-job training, safety, continuity of employment, and an assurance or a reasonable opportunity for employment upon the completion of apprenticeship.

3. The agreed-to ratios are as follows: for one (1) journeyman employed, employer may have one (1) apprentice, and may have one (1) apprentice for each two (2) journeymen employed thereafter per job site.

4. For purposes of this Section, the General Foreman working with the tools may be used for ratio purposes.

Section 10.3 Apprenticeships other than for Lineman Positions

A. The Employer shall determine when apprenticeships in other job classifications are warranted and what apprenticeship programs shall be utilized, either the AJEATT or through the federal Department of Labor. If AJEATT is utilized, Section 10.2 A applies.

B. If an Employee is hired as an apprentice in any job classification other than Lineman, the parties will meet and agree to the appropriate pay plan and travel/training reimbursement, as applicable.

ARTICLE 11 – SAFETY

Section 11.1 Safety Codes and Manual

The state and federal electrical safety codes, as amended, and the American Public Power Association Safety Manual are adopted by the parties as the minimum standards of safety under this Agreement. It will be the mutual concern of the parties that, recognizing their common

objective of promoting the safety of Employees and the public, reasonable and rational safety programs and practices will be initiated and diligently implemented.

Section 11.2 Employer, Union, and Employee Responsibilities

A. It is recognized that the Employer has the legal responsibility to provide a safe and healthful workplace and working conditions. The Employer will furnish such safety devices, clothing, and equipment as may be necessary for the safety of Employees, and such first aid equipment and supplies as may be necessary for proper emergency treatment of such Employees.

B. The Union agrees to cooperate with the Employer by encouraging and holding Employees accountable to observe and comply with applicable safety laws, regulations, and workplace rules.

C. All Employees shall be responsible for carrying out safety and good housekeeping policies and practices. Each Employee is required to act with due care and regard for his own safety and that of his fellow Employees. Employees shall not expose or subject themselves or others to unsafe working conditions. Employees will use safety equipment on all appropriate occasions. All Employees covered hereby will possess a current Red Cross First Aid Certificate and a current CPR Certificate or a State of Alaska equivalent.

Section 11.3 Safety Training and Meetings

A. The Employer will schedule or provide and Employees will attend and participate during normal working hours in safety training, either in person or on-line. Employees have a minimum of four (4) hours safety training in a month.

B. At the start of each work day, there will normally be a one-hour crew meeting which may include safety training.

C. Management may participate in any safety training or meeting.

D. The Employer shall provide the applicable training required to secure and maintain an approved first aid and CPR certificate.

Section 11.4 Safety Committee

A. Safety Committee consisting of at least one (1) Employee as selected by the Union and one (1) representative of the Employer as designated by the Electric Utility Director shall meet as needed to discuss safety matters.

B. The Safety Committee shall also provide input to the Electric Utility Director about safety training program options consistent with legal mandates, operational needs, and Employee desires. Such additional safety training programs will be subject to availability of funds and at the discretion of the Electric Utility Director.

ARTICLE 12 - TIME OFF

Section 12.1 Vacation

A. All full-time Employees covered by this Agreement shall accrue vacation at the following rate. Part-time Employees shall accrue vacation on a ratio of the hours they work to a forty (40) hour week. No vacation will accrue while on leave without pay.

Years of Service		Accrual Rate Bi-Weekly	Accrual Rate Each Year	Mandatory Yearly Usage
First 12 Consecutive Months		4.01 Hours	104 Hours	None
Start of 2 nd Year Through 3 rd Year		4.01 Hours	104 Hours	40 Hours/5 Days
Start of 4 th Year Through 7 th Year		5.85 Hours	152 Hours	80 Hours/10 Days
Start of 8 th Year		7.70 Hours	200 Hours	120 Hours/15 Days

B. Vacation shall be taken with prior authorization of the immediate supervisor and shall be paid at the regular rate of pay. Employee requests for vacation time off under this Section shall be granted based on operational needs.

C. Although vacation accrues from the date of hire under this Agreement, vacation time off is normally not granted before the end of the Employee's six months probationary period. When an Employee from another department transfers into a position covered by this Agreement, the Employee may be granted vacation time off during the six (6) month probationary period. In either case, if the Employee takes more than 5 consecutive days of vacation time off during their probationary period, the Employee's probationary period will be extended by an equal amount of time.

D. Employees may accumulate up to and including four hundred and eighty (480) hours. There shall be no accrual after the 480-hour cap has been reached and it will resume when the Employee's vacation balance is less than 480.

E. When a holiday falls when an Employee is on vacation, the Employee shall be paid for the holiday without a deduction from accrued vacation so long as the Employee is in pay status on the day before and after the holiday.

F. Accrued vacation will be paid to Employees who terminate, so long as the Employee has completed twelve (12) consecutive months of service and the termination is not for gross misconduct.

G. After the first twelve (12) consecutive months of service, Employees may cash out up to one hundred and sixty (160) hours each fiscal year in no more than two (2) installments. Employees may not cash in leave to avoid the mandatory use requirements of Section 12.1 A.

H. Employees, who do not receive their paycheck via direct deposit, may request an advance of their vacation pay if they are going to be absent for more than ten (10) consecutive days and during which time a payroll is paid. The request to payroll must be made at least five (5) working days before the Employee's vacation is to begin and must include the signature of the Employee's immediate supervisor. Otherwise, Employees shall receive their paycheck on regular scheduled pay days while on vacation.

I. Employees who do not use their mandatory time off as required in 12.1A shall forfeit the remaining balance of their unused mandatory time off as of June 30 of each calendar year. When operational needs do not allow an Employee to take the required time off, the Municipal Administrator may extend the time to use mandatory leave for up to six (6) months. An extension does not waive the following year's mandatory leave usage requirement.

Section 12.2 Sick Leave

A. Full-time Employees shall accrue sick leave at the rate of 5.54 hours bi-weekly while employed. Part-time Employees shall accrue sick leave on a ratio of the hours they work to a forty (40) hour week. No sick leave will accrue while on leave without pay.

B. Sick leave accrual shall be capped at a maximum of 720 hours.

C. When an Employee has exhausted his or her accrued sick and annual leave, the Employee may apply for leave from the sick leave bank consistent with the Personnel Policies Handbook.

D. Employees are responsible to notify their immediate supervisor or the Electric Utility Director as soon as possible prior to the beginning of the Employee's shift if they are to be absent.

1. If the notice is left by voicemail message, Employees are required to talk directly to a supervisor or Electric Utility Director at some time during the day while absent. If such notification is not given, the unauthorized absence shall be charged to vacation time off first and then leave without pay if no vacation accrual available. Recurring unauthorized leave may subject the Employee to disciplinary action up to and including discharge.

2. In the event the Employee is unable to contact their supervisor or the Electric Utility Director, it will be acceptable for someone from the Employee's immediate family to contact the Employer about the Employee's absence by talking directly to the Employee's immediate supervisor or the Electric Utility Director or contacting HR.

E. Sick leave shall be paid at the Employee's current rate of pay and may be used for the Employee's illness or injury.

1. Up to 120 hours of sick leave may be used or for the illness or injury of the Employee's immediate family members each calendar year.
2. Up to 40 hours of sick leave may be used for a death in the Employee's immediate family.
3. "Immediate family" for purposes of this section includes the Employee's spouse, children, parents, siblings, parents-in law, grandparents, grandchildren, or any person acting in one of these capacities.

F. The Employer may require a certificate from a medical provider confirming the absence was due to illness or injury for three days or more or to provide a fitness to return to duty for any absence. If the Employer suspects misuse or abuse of sick leave, nothing in this paragraph prohibits the Employer from requiring a medical certification for absences less than three days.

G. When a holiday falls when an Employee is on sick leave, the Employee shall be paid for the holiday without a deduction from accrued sick leave.

H. Employees shall be eligible for a sick leave benefit from the date of hire. Sick leave will be granted to the Employee commencing on the first day of illness.

I. After the first twelve (12) consecutive months of service, an Employee who leaves employment with the Employer for any reason other than discharge for cause will be paid \$1.00 for every hour of sick leave accumulated as of their last day of employment.

J. Employees may donate vacation accrual to aid another employee who has a serious health condition or is caring for an immediate family member who has a serious health condition in accordance with Personnel Policies Handbook.

K. Conversion of Sick Leave

1. Full-time Employees who have used no more than forty (40) hours of sick leave during a full calendar year will have up to forty (40) hours of sick leave converted to vacation time. Employees that have been employed for less than a full calendar year will have their conversion prorated based on the number of full months of employment and their sick leave usage.
2. Employees who have used more than forty (40) hours but not more than eighty (80) hours will receive a sick leave conversion equal to the actual hours not used between forty (40) and eighty (80) during the calendar year.
3. Part-time employees shall be able to convert sick leave to vacation leave on a pro

rata basis based upon the relationship between their employment hours and full-time employment.

4. Nothing in this Section should encourage or discourage employees from using their sick leave when sick.

Section 12.3 Family and Medical Leave

The Employer shall grant family and medical leave consistent with both the Federal and State Family and Medical Leave Act effective the first day of the authorized leave.

Section 12.4 Leave without Pay

Subject to the approval of the Electric Utility Director and the Municipal Administrator and based on a written request by the Employee of a compelling reason for additional time off, an Employee who has used all accrued vacation time off may be granted leave without pay consistent with the Personnel Policies Handbook.

Section 12.5 Holidays

- A. All Employees covered by this Agreement shall have ten (10) holidays per year to be observed on the following days:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Alaska Day	October 18
Veteran's Day	November 11 (may be taken the day after Thanksgiving with the supervisor's approval)
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

and such other days as may be proclaimed by the Municipal Administrator.

- B. When the holiday falls on a Saturday, the holiday will be observed on the preceding Friday, and when the holiday falls on a Sunday, the holiday will be observed on the following Monday.

- C. Employees must be working or on an approved vacation or sick leave the day before the holiday and the day after the holiday to receive pay for a holiday.

- D. Holiday Pay

1. Pay for Day Off on Designated Holiday

a. Eight Hours Work Day. For each day designated as a holiday under this Section, Employees who do not work on the designated holiday will be paid eight (8) hours of straight time pay depending on the Employee's regularly scheduled days of work at the Employee's straight time rate, unless the Employee is granted another day off with pay in lieu of the holiday.

b. Ten Hours Work Day.

1) Employees who work a 4/10 schedule and the holiday falls on the Employee's regularly scheduled day of work, the Employee will be given the day off and receive ten (10) hours of straight time pay for the holiday.

2) If designated holiday falls on an Employee's regular day off falls, the Employee shall be credited with eight (8) hours of floating holiday to be taken later subject to the approval of the Electric Utility Director, or designee.

c. If the Employee chooses to trade Veteran's Day for the Day after Thanksgiving, the Employee will work on Veteran's Day and take the Day after Thanksgiving off with straight time pay equal to the hours the Employee was originally scheduled to work on that Veteran's Day.

2. Holiday Worked

If an Employee is required to work on a designated holiday, the first eight (8) or ten (10) hours of work on a holiday shall be compensated at the one and one-half (1 1/2) times the Employee's regular rate of pay in addition to the holiday pay in Section 12.5D.

a. Any hours worked on a holiday more than the Employee's scheduled shift shall be at double time.

b. No additional time off or pay will be granted for a holiday worked except as provided in paragraph G below.

E. Floating Holidays

1. All Employees with more than one (1) year of continuous service shall receive 28 hours for use as floating holidays at the start of the fiscal year to be taken at a time approved by the Employee's immediate supervisor.

2. All floating holidays must be taken in the fiscal year accrued or forfeited.
3. Employees with less than one (1) year of consecutive service shall receive a prorated amount of floating holiday time based on their hire date.
4. An Employee who transfers from another department and has already received floating holidays for the year in their prior position shall not receive an additional allotment of floating holiday hours under this Agreement until the next fiscal year.

Section 12.6 Military Leave

Employees shall be eligible for military time consistent with federal (USERRA) and state law (AS 39.20.340) governing military time off.

Section 12.7 Occupational Injury Leave

An Employee shall be paid the difference between their workers compensation and their regular wages consistent with the Personnel Policies Handbook.

Section 12.8 Court Leave

Employees shall be eligible for court leave consistent with the Personnel Policies Handbook. Such leave time shall be treated as administrative leave without loss of pay. Pay for these hours shall be at the Employee's regular rate of pay. If the employee is excused from court leave on any given day, the Employee shall contact their immediate supervisor to determine if they are required to return to work.

Section 12.9 Volunteer Time Off - Sitka Fire Department

A. The Employer and Union recognize that Employee participation as a Sitka Fire Department Volunteer is a benefit to the community. Whenever operations and the Employee's workload permits, as determined by the Electric Utility Director, or designee, the Employer shall release the Employee from work to perform the volunteer duties.

B. If released from work, the Employee must "clock out" when they leave work and will be in unpaid status. The Employee must "clock back in" when they return to work at the Department.

C. If it is in the best interest of the Department and with the Electric Utility Director's approval, the Employee may be allowed to make up the lost time during the same work day at the straight time rate of pay.

D. If extra hours are worked on a different day to make up the lost time, the Employee will be paid at the straight time rate of pay unless such hours worked are in excess of forty (40) in a work week.

E. An Employee may use vacation time to cover any wage loss due to their absence to participate as a volunteer at the Sitka Fire Department.

ARTICLE 13 - HOURS OF WORK AND COMPENSATION

Section 13.1 Workday and Workweek

A. The regular workweek shall consist of five (5) consecutive eight (8) hour days. Employees will be assigned to work either a Monday through Friday workweek or a five (5) consecutive eight (8) hour day workweek during a work period starting on Monday and ending the following Sunday.

B. Alternative Work Schedules. Nothing in this Agreement precludes the establishment of an alternative work schedule that differs from that set forth above in paragraph A. Alternative work schedules will only be established based on operational need and at the discretion of the Electric Utility Director.

1. Upon approval of the Electric Utility Director and with written consent from the Employee, an Employee may be assigned to work 4 days at 10 hours per day.

2. Any other alternative work schedule may be established if agreed to by the Employer and the Union.

C. No Employee shall be required to work more than a total of sixteen (16) consecutive hours without an eight (8) hour break. Nothing in the paragraph precludes an employee from working more consecutive hours in the event of an unforeseen emergency, like a power outage, that lasts longer than sixteen (16) hours.

D. An Employee who has been on duty for four (4) or more hours after the workday and within eight (8) hours of their normal starting time the following day shall not be required to report for work without a minimum eight (8) hour rest period. The Employee shall be paid at the straight time rate of pay for scheduled hours not worked during a rest period. Employees required to report to work during their eight (8) hours rest period will be paid at double time rate of pay for all hours worked until the Employee has received an uninterrupted eight (8) hours rest period.

Section 13.2 Meal Breaks

A. Meal Break During Regular Hours

1. All Employees shall be granted an unpaid meal period of at least thirty (30) minutes in duration once during an Employee's shift.

2. The Employer shall designate an Employee's meal period approximately halfway through the Employee's shift, unless agreed to otherwise between the Employer and Employee.

3. Upon approval by the Employer, when an Employee is required to work through their meal period, the Employee shall be paid at the Employee's applicable rate of pay for thirty (30) minutes.

B. Meal Break During Overtime Hours

1. If the Employee is required to work overtime, the Employee shall be entitled to time off for a paid meal period at their regular rate of pay of thirty (30) minutes every four (4) hours of overtime worked unless agreed to otherwise by the Employer and Union.

2. If the Employee is unable to take time off for a meal break due to operational demands, the Employee shall be entitled to a paid meal period at their applicable rate of pay for the missed meal break.

C. The missed meal break must be reported on the Employee's payroll submission and confirmed by the supervisor. Disputes over whether a meal break was missed or not shall be resolved by the Electric Utility Director.

D. Scope

No additional meal entitlement or payment shall be provided, except as outlined in this Section, as required by law, or an agreed to written Letter of Agreement between the Employer and the Union. This Section applies only to work performed for the Employer and does not apply to out-of-town training or travel-related assignments.

Section 13.3 Shift Change Notice

The Employer shall notify the Employee(s) by the end of the shift plus one work week before the required start time of any shift change.

ARTICLE 14 - WAGE RATES AND OTHER COMPENSATION

Section 14.1 Wage Rates and Pay Increases

A. On July 1, 2025, Employees shall be paid the following regular rate of pay in their assigned job classification unless provided otherwise in this Agreement.

General Foreman	\$ 79.00
Journeyman Lineman	\$ 70.00
Relay/Control Technician	\$ 58.30
Generation Facilities Mechanics	\$ 58.30
Meter Technician	\$ 58.30
Power Plant Operators/System Dispatcher	\$ 56.74
Warehouseperson	\$ 41.46
Meter Reader	\$ 35.41

- B. On July 1, 2026, Employees shall be paid the following regular rate of pay in their assigned job classification unless provided otherwise in this Agreement.

General Foreman	\$ 81.37
Journeyman Lineman	\$ 72.10
Relay/Control Technician	\$ 60.05
Generation Facilities Mechanics	\$ 60.05
Meter Technician	\$ 60.05
Power Plant Operators/System Dispatcher	\$ 60.05
Warehouseperson	\$ 42.70
Meter Reader	\$ 36.47

- C. Only July 1, 2027, Employees shall be paid the following regular rate of pay in their assigned job classification unless provided otherwise in this Agreement.

General Foreman	\$ 83.81
Journeyman Lineman	\$ 74.26
Relay/Control Technician	\$ 61.85
Generation Facilities Mechanics	\$ 61.85
Meter Technician	\$ 61.85
Power Plant Operators/System Dispatcher	\$ 61.85
Warehouseperson	\$ 43.98
Meter Reader	\$ 37.57

- D. If the current incumbents leave the Warehouse or Meter Reader positions during the life of this Agreement, the Employer reserves the right to establish a different starting pay rate for the new hire. The Union and the Employer shall meet and agree with respect to any pay increases for the remaining fiscal years.

Section 14.2 FY27 Bonus

On July 1, 2026, FTE Employees shall receive a bonus, less applicable withholding, of Seven Hundred and Fifty Dollars (\$750.00).

Section 14.3 Relief Worker Wage Rates

Relief workers in any of the job classifications in A above shall be paid between 80% and 125% of the designated wage rate, as determined by the Electric Utility Director.

Section 14.4 Lead Worker Premium Pay

An Employee designated in writing as a Lead by the Electric Utility Director for any job classification in A above shall be paid 107% of the designated hourly wage.

Section 14.5 Trainee Rate

The Employer reserves the right to hire a new Employee into a job classification that requires one or more certifications, or the ability to obtain the certification while employed, may be paid at the trainee rate of 70%. This Section does not apply to job classifications that require a Certificate of Fitness as described in Article 10 or below in Section 14.6.

Section 14.6 Apprentice Wage Rates

A. Lineman Apprentices shall be paid according to the following schedule during the life of this Agreement.

• Starting wage	50%
• Start of second year and successful completion of first training	60%
• Start of third year and successful completion of second training	75%
• Start of fourth year and successful completion of third training	85%
• Completion of all required training, passing all testing, and the award of the Employee's Certificate of Fitness	100%

B. The wage schedule for apprentices in other job classifications covered by this Article shall be determined on a case-by-case basis and set forth in an agreed-to Letter of Agreement between the parties.

Section 14.7 Overtime Compensation

A. The first eight (8) hours of the first five (5) consecutive workdays shall be at the straight time rate of pay. The 9th and 10th hour worked shall be at one and one-half (1.5x) times the straight time rate of pay. Any hours worked more than ten (10) hours shall be paid at double (2x) the straight time rate of pay.

B. If working a 4/10 schedule, all hours worked shall be paid at the straight-time rate of pay. Hours worked more than ten (10) when on a 4/10 schedule shall be paid at double (2x) the straight-time rate of pay.

C. Any time worked on an Employee's first scheduled day off shall be paid at one and one-half the straight time rate of pay and any time worked on the Employee's second day off shall be paid at double (2x) the straight time rate of pay.

Section 14.8 Shift Differentials

Shift differential shall be paid as follows to Employees designated in writing by the Electric Utility Director to be eligible for such differential. The premium shall be based on the Employee's regular rate of pay.

4 p.m. to Midnight	3% per hour
Midnight to 8 a.m.	5% per hour

Section 14.9 Call-Out Pay

An Employee called to work outside their regular shift will be paid a minimum of two (2) hours at the double time rate of pay.

Section 14.10 On-Call Pay

A. The Electric Utility Director, or designee, shall designate in writing every six (6) months the Employees to be in on-call status. When the Employer designates an Employee to be on-call the Employee shall be provided a stipend or use of a Utility cell phone when on-call. At the Employer's discretion and consistent with the applicable administrative policy regarding use of Employer's vehicles, the designated on-call Employee may also be authorized to take home an Employer vehicle.

B. Employees are expected and must always be capable to respond to calls promptly and as requested.

C. When an Employee is designated by the Electric Utility Director, or designee, to be available for work on-call status, the Employee will be compensated at the rate of one hundred (\$100.00) dollars on any day of the week.

D. If called in to work while on-call, the Employee shall be paid for all hours worked at the applicable rate of pay.

Section 14.11 Compensation of Employee Working in Higher Classification

When an Employee is temporarily required to perform work in another higher classification for more than eight (8) or more hours, the Employee shall be paid the higher rate for all hours worked

in the higher classification. Such assignment shall be designated in writing by the Employee's immediate supervisor and submitted with the Employee's timesheet to payroll.

Section 14.12 Compensation of Employee Working in Lower Classification

No Employee will suffer a reduction in pay by reason of the Employee's temporary transfer to a job carrying a lower pay classification. If an Employee is permanently assigned into a lower pay classification, the Employee will be paid at the lower pay rate.

Section 14.13 Payday

A. Employees are expected to certify the accuracy and record all their own time worked. Employees will be notified of any changes made to their timesheets by their supervisor.

B. Employees shall be paid every other week.

Section 14.14 Wage Discrepancies

Any actual or perceived errors in the pay should be reported immediately to the Electric Utility Director, or designee, and HR, not payroll. HR shall investigate and resolve errors as soon as possible, and not later than the next pay period, and notify the Employee of the resolution.

Section 14.15 Pyramiding of Overtime

No Employee shall receive more than one (1) overtime rate of pay for the hours worked and if more than one (1) overtime rate is applicable to the same hours worked, the higher rate only shall be paid.

Section 14.16 Hazard Pay

A. Hot Stick Work

Premium pay for hot-stick work will be allowed to crews while working with such equipment on voltages more than 5,000 volts. 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 at fifteen percent (15%) above the applicable hourly rate.

B. Green Lake/Blue Lake Work

1. All work covered by this Section, must be authorized in writing by the Electric Utility Director, or designee, in advance of performing such work. Failure to obtain such authorization will result in the denial of any hazard pay.
2. So long as authorized above, Employees who perform tunnel work, utilize the dam ladders, or access the plunge pool shall be eligible for the hazard pay of fifteen percent (15%) above their regular rate of pay.

Section 14.17 Licensing and Certifications

The Employer shall pay for, or reimburse Employees for, all expenses incurred to maintain any license and certification required by Employer, or by local, state or federal law or regulation, as a condition of employment. Employees shall obtain written approval from the Employer prior to incurring expenses for which an Employee seeks reimbursement.

Section 14.18 Boot Allowance

Employees shall receive on the first paycheck after January 1 of each year of this Agreement Three Hundred and Fifty Dollar (\$350.00) for a boot allowance. Standard work boots are those authorized by the Electric Utility Director based on the work performed. The Employer shall not provide standard work boots to any Employee during the term of this Agreement. Employees are expected to wear appropriate work boots or footwear for the job as authorized by the Electric Utility Director.

ARTICLE 15 - GRIEVANCE-ARBITRATION PROCEDURES

Section 15.1 Purpose

Having a desire to promote and maintain labor relations harmony, the parties agree that they will promptly attempt to adjust all complaints arising between them at the lowest possible level.

Section 15.2 Grievance Definition

A grievance shall be defined as an alleged violation of the Agreement and the following procedures shall be the sole and exclusive method of resolving such disputes. The Grievance-Arbitration procedure shall be available to all regular Employees. Probationary, relief, and NECA-Temps do not have access to the Grievance-Arbitration procedure, except for alleged pay violations under Article 14.

Section 15.3 Grievance Time Frames and Procedures

A. Both parties are expected to comply with and follow the time frames and process set forth in this Section.

B. Any grievance not filed according to the procedures described in this Section shall be deemed to have been waived and shall not be entitled to further consideration.

C. For the purpose of this Article, “working days” shall mean Monday through Friday, excluding any holidays under this Agreement.

D. Posting by certified mail return receipt, by fax, hand delivery, or email within the time frame allotted will constitute satisfaction of time frame requirements.

E. The written grievance by the Assistant Business Manager and the responses by the Employer, should, whenever possible, outline the facts as known by either party and arguments in support of either party’s position regarding the alleged violation of the Agreement.

F. Time frames may be extended only by written Agreement between the Employer and the Union.

G. Nothing in this Agreement precludes any Employee from discussing with their immediate supervisor outside of the bargaining unit or HR any complaints or alleged violations of this Agreement before proceeding with the formal grievance steps set forth below at paragraph H. A discussion with the immediate supervisor or HR does not change, negate, or extend the ten (10) working days requirement agreed to below in paragraph H1 for the start of the formal grievance process through the Union.

H. Grievance Steps

1. Step One: Within ten (10) working days of the event or the Employee’s knowledge of the event, the aggrieved Employee, with a Union Representative, shall meet with and discuss the grievance with the Employee’s immediate supervisor outside of the bargaining unit or HR to discuss the Employee’s complaint. Failure to resolve the issue, the complaint shall be reduced to writing by the Union and submitted at Step Two.

2. Step Two: If satisfactory resolution is not reached at Step One, the grievance shall be reduced to writing and be filed by the Union with the Electric Utility Director within five (5) working days after the meeting with the immediate supervisor or HR at Step One. The Assistant Business Manager and the Electric Utility Director will endeavor to discuss the grievance before the Electric Utility Director responds to the grievance in writing. The Employee may also participate in any discussion. The Electric Utility Director shall respond in writing to the Union within ten (10) working days of the Step Two filing.

3. Step Three: If satisfactory resolution is not reached at Step Two, the grievance shall be submitted in writing to the Municipal Administrator by the Union within ten (10) working days of the receipt of the Step Two grievance response. The Union Representative and the Municipal Administrator may meet to discuss the grievance. The Municipal Administrator shall respond in writing within fifteen (15) working days of the Step Three filing.

4. Step Four: If not satisfactorily resolved at Step Three, the Union may submit the grievance to final and binding arbitration within ten (10) working days following the receipt of the Municipal Administrator's response.

a. The Employer and the Union shall attempt to agree on an Arbitrator within ten (10) working days.

b. If the parties are unable to agree on an Arbitrator, the Union shall request the Federal Mediation & Conciliation Service ("FMCS") or the American Arbitration Association ("AAA") to supply a list of thirteen (13) qualified Arbitrators from Alaska, California, Oregon, and Washington with a copy to the Employer.

c. Upon receipt of the arbitrator list, the parties shall alternate striking names from such list until the name of one (1) Arbitrator remains who shall be the Arbitrator. The party to strike the first name shall be determined by coin toss.

d. The Arbitrator shall be notified immediately of his or her selection by letter from the Employer with a copy to the Union requesting that a list of possible hearing dates. Upon receipt of the list of possible hearing dates, the parties will agree on a time for a hearing as soon as possible thereafter.

e. The Arbitrator's award shall be final and binding, subject to the limits of authority stated below. The parties shall use their best efforts to minimize the costs.

Section 15.4 Arbitration

A. The Arbitrator's function is to interpret the Agreement. The Arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue(s) in dispute. The Arbitrator shall not substitute his or her own judgment for that of the Employer. Nothing in the Section precludes the parties from seeking an appropriate remedy from the Arbitrator.

B. The Arbitrator shall review procedural issues during the same proceeding as the underlying merits of the same grievance, unless agreed to otherwise by the parties. Either party may request and require the arbitrator to issue a ruling on the procedural arbitrability issues immediately upon the close of arguments on those issues. If the Arbitrator rules that the grievance is barred from further review because of procedural deficiencies, the Arbitrator will not review or rule on the underlying merits of the grievance.

C. The losing party, as determined by the Arbitrator, will be assessed the full cost of the Arbitrator fees and expenses. If the Arbitrator deems that there is no losing party, the Arbitrator may apportion the full cost as the Arbitrator sees fit. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party, except that witnesses who are Employees of the Employer shall be paid by the Employer for normal working time spent testifying at the hearing.

ARTICLE 16 - SENIORITY

Section 16.1 Seniority

The Employee having the longest term of unbroken service in a job classification represented by the Union shall be number one (1) on the seniority list within that job classification. All other Employees in the same job classification shall be listed in descending order.

Section 16.2 Termination of Seniority

The seniority of an Employee will terminate under any of the following conditions:

- A. When an Employee is laid off for twelve (12) months;
- B. When the Employee resigns;
- C. When the Employee is discharged for just cause; or
- D. When a laid-off Employee fails to return to work within ten (10) days after written notice (by registered mail to the Employee's last known address or hand-delivered to the Employee) of a rehire opportunity. If the Employee fails to notify the Employer of their intention to return to work within forty-eight (48) hours after receiving such notice.

Section 16.3 Layoff

- A. If a layoff becomes necessary due to lack of work or lack of funds or any other operational reason, a layoff shall be made in inverse order of seniority by job classification provided required skills and abilities are equal within the same job classification.

B. Job classifications for layoff purposes are as follows:

- General Foreman
- Journeyman Linemen
- Relay/Control Technicians
- Warehouseman
- Meter Technicians
- Meter Readers
- Generations Facilities Mechanics
- Power Plant Operators/System Dispatcher

C. Layoffs shall occur in the following order in some job classifications:

1. NECA Temps, if applicable
2. Probationary Employees
3. Regular Employees

If there is more than one NECA Temp working, the NECA Temp shall be laid off in reverse order of hire date.

D. If a Probationary or Regular Employee is laid off, the Employee shall be given the first opportunity to work relief if qualified. If the Employee chooses not to accept relief work, it shall not result in any loss of seniority or the right to be rehired.

E. If a Regular Employee is laid off, the Employee will receive severance pay of two (2) week's basic pay in addition to whatever wages are due.

F. Rehire rights will be based on Personnel Policies Handbook.

ARTICLE 17 - [Intentionally Left Blank]

ARTICLE 18 - DISCIPLINE AND DISCHARGE

Section 18.1 Just Cause

No regular Employee shall be disciplined or discharged except for just cause.

Section 18.2 Progressive Discipline

The Employer retains the sole discretion to determine the level or order of discipline to be issued in any given case. However, whenever possible, the Employer shall utilize progressive discipline to correct workplace misconduct or improve poor performance. Progressive discipline steps shall, include but not be limited to, written reprimand, suspension without pay, demotion, or discharge.

Section 18.3 Copies of Disciplinary Notices

The Employer shall provide a copy of all disciplinary notices to the Employee and Union.

Section 18.4 Resignation

Any Employee resigning his or her position shall give at least two (2) weeks written notice to the Electric Utility Director. At the Employer's option, the Employee may be paid two weeks full pay and benefits and allowed to leave employment immediately.

ARTICLE 19 - BENEFITS

Section 19.1 Retirement

A. All regular Employees shall be eligible to participate in the Alaska Public Employees Retirement System (PERS).

B. Employees shall continue to participate in the State of Alaska Supplemental Benefit System (SBS).

C. Alaska Electrical Pension Fund ("AEPF")

1. For each Employee in a Journeyman Lineman and the General Foreman position, the Employer agrees to contribute the following amount to the Alaska Electrical Pension Fund for each compensable hour.

a. Effective July 1, 2025, Thirteen Dollars (\$13.00)

b. Effective July 1, 2026, Thirteen Dollars and Twenty-Five Cents (\$13.25)

c. Effective July 1, 2027, Thirteen Dollars and Fifty Cents (\$13.50)

d. Apprentice Lineman shall receive a pro-rated contribution to the AEPF based on the Employee's current wage set for in Article 14.6 of the 2025-2028 IBEW Agreement.

2. For each Employee in the other job classifications listed in Article 14, the Employer agrees to contribute the following amount to the Alaska Electrical Pension Fund for each compensable hour.

- a. Effective July 1, 2025, Three Dollars and Fifty Cents (\$3.50)
- b. Effective July 1, 2026, Three Dollars and Seventy-Five Cents (\$3.75)
- c. Effective July 1, 2027, Four Dollars (\$4.00)

Section 19.2 Alaska Electrical Legal Plan

Within ninety days of the effective date of this Agreement, Employees will have the opportunity to participate in the Alaska Electrical Legal Plan. Upon notice from the Union that an Employee has elected to participate, the Employer shall deduct and remit fifteen cents (\$0.15) from the Employee's net pay for each compensable hour not to exceed forty (40) hours per week to the Alaska Electrical Legal Fund.

Section 19.3 Life Insurance

The Employer will provide life insurance benefits for regular Employees, subject to plan eligibility requirements. Additional life insurance benefits may be purchased by the Employees at their own expense.

Section 19.4 Health and Welfare

A. The Employer agrees to participate in and contribute to the Alaska Electrical Health and Welfare Fund to provide the following health and welfare benefits for all employees, and their eligible dependents, covered under this Agreement.

- Medical Plan 551
- Dental Plan 601
- Vision Plan 701
- Disability Plan 801
- Life and AD&D Plan 901

B. Between July 1, 2025 and November 1, 2025, the Employees will remain on the Employer's health insurance plan, subject to plan eligibility requirements. The Employer shall pay 90% of the premium for the Employee and their dependents.

C. Effective November 1, 2025, the Employer shall contribute \$2,531.00 per month per eligible employee toward the cost of the Health and Welfare Plans listed below. The Employer shall pay 90% and the Employee shall pay 10% of the costs of the premium and any increases thereafter.

D. For new employees, coverage shall begin on the first day of the month following any month in which at least one (1) hour of covered work is performed. Thereafter, an employee

must work a minimum of one hundred twenty-five (125) hours in a calendar month to maintain coverage for the following month.

E. If an employee who is on approved leave without pay does not meet the 125-hour threshold during a given month, the employee shall be responsible for paying a prorated share of the monthly health and welfare premium equal to the percentage of hours required for coverage.

Section 19.5 IBEW Hardship and Benevolent Fund (“IHBF”)

The Employer shall deduct from Employee’s net pay five cents (\$0.05) per compensable hour. The Employer shall deduct and remit those funds in accordance with the IHBF plan.

ARTICLE 20 - PERSONNEL POLICIES HANDBOOK

Section 20.1 Personnel Policies Handbook Applies

The City and Borough of Sitka Personnel Policies Handbook, as amended and adopted by the Assembly on July 1, 2025 shall apply to employees covered by this Agreement except as and only if expressly modified in this Agreement.

Section 20.2 Conflict Between Handbook and Agreement

Where a specific provision of the Personnel Policies Handbook addresses or conflicts with a specific Article or Section of this Agreement, the Article or Section of this Agreement shall prevail.

Section 20.3 Notice of Amendments

A. The Employer reserves the right at any time to propose amendments to the Personnel Policies Handbook and to seek approval from the Assembly for such change.

B. The Employer shall provide the Union with written notice of any proposed amendments at the time the proposed amendments are submitted to the Assembly for their next upcoming meeting agenda.

C. The Union will be given the opportunity to discuss any such amendments with the Assistant Municipal Administrator and Municipal Administrator. The Union agrees to notify the Assistant Municipal Administrator that it wants to discuss any amendment to the Personnel Policies Handbook or request bargaining on a mandatory subject of bargaining related to the amendment not later than ten (10) working days after receipt of the notice from the Employer.

D. If a mandatory subject of bargaining, the parties agree to meet and negotiate the effects of or modifications to any proposed amendment on the Employees before any implementation of a change.

ARTICLE 21 - GENERAL PROVISIONS

Section 21.1 Complete Agreement

This Agreement sets forth all of the terms, conditions and understandings negotiated between the parties for the life of this Agreement except as provided in Section 21.2 below.

Section 21.2 Letters of Agreement

No subsequent alteration, amendment, change or addition to this Agreement shall be binding on the parties hereto unless reduced to writing and signed by them in the form of a Letter of Agreement.

Section 21.3 Severability

Should it be decided by decree of judgment of any court of competent jurisdiction or by mutual Agreement of the parties that any article, section or provision herein is rendered invalid by reason of any existing or subsequently enacted statute, ordinance or other law, the invalidation of such article, section or provision will not affect the remaining portions hereof and such other parts and provisions will remain in full force and effect. Upon the invalidation of any article, section or provision hereof, the parties will meet and negotiate the parts and provisions concerned within thirty (30) days from the date the fact of such invalidation is communicated to them; provided, however, that the parties may mutually agree to extend the time for such negotiations.

Section 21.4 Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties are set forth in this Agreement. The parties further understand that they have agreed to meet and confer about any subjects relating to this Agreement and other matters of mutual concern during the term of this Agreement when requested. However, nothing in this Section obligates a party to reach Agreement or to change this Agreement with respect to any subject or matter specifically referred to or covered by this Agreement. This Agreement replaces and supersedes all prior oral and written understandings, agreements, and policies otherwise referred to or covered by this Agreement and concludes all collective bargaining for the duration of the Agreement. Nothing in this Section relieves either party of their legal obligation to bargain in good faith with respect to mandatory subjects of bargaining.

Section 21.5 Assignability

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, or of any kind of ownership or management of either party, or by any change, geographic or otherwise, in the location or place of business of either party.

ARTICLE 22 - SUBCONTRACTING

Section 22.1 Employer Rights

The Employer retains the right to contract and subcontract work at the Utility.

Section 22.2 Use of Unionized Contractors

The Employer may utilize qualified contractors for electrical or communication work, whether new or maintenance work, who have a collective bargaining Agreement or letter of assent with the Union, so long as the use of such contractors furthers the Employer's fiscal responsibility and safety for the citizens and rate payers of the community.

This Agreement is entered into on this _____ day of _____, 2025.

John Leach
Municipal Administrator

Doug Tansy
IBEW
Business Manager/Financial Director

Joshua Branthoover
Assistant Municipal Administrator

Jesse Young
Assistant Business Manager

Kimberly Geariety
Labor Negotiator

Pam Cline
Assistant Business Representative

Levi Albertson
IBEW Negotiation Team Member

Matt Callahan
IBEW Negotiation Team Member