



# CITY AND BOROUGH OF SITKA

A COAST GUARD CITY

## MEMORANDUM

**To:** Mayor Eisenbeisz and Assembly Members

**Thru:** John Leach, Municipal Administrator

**From:** Kimberly Geariety, Labor Negotiator  
Valarie Ruff, Human Resources Director  
Melissa Haley, Finance Director

**Date:** June 17, 2022

**Subject:** IBEW 2022-2025 Labor Agreement

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### **Background**

Labor negotiations for the fifth collective bargaining agreement with the IBEW began in early May and by the end of May (after two rounds of negotiations), the parties had reached a tentative agreement.

The Union ratified the tentative agreement on June 7, 2022. 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 2022-2025 Agreement are as follows:

#### **Non-Economic Changes**

- Updated language related to the use of and benefits for NECA-Temps.
- Updated language regarding the numeric ratio of Journeyman Lineman to Apprentices giving Electric Department more flexibility with regard to the hiring and supervision of Apprentices
- Clarified language regarding Safety Training and Meetings and the role management has in both

- Added in Martin Luther King Jr. holiday (adopted by the Assembly in December 2020)
- Clarified the option of alternative work schedules (in addition to a 4/10 work schedule) in the Agreement
- Removed requirement to pay for meal (\$25.00) in addition to providing time off to eat when overtime is scheduled ahead of time
- Clarified the overtime is paid after 10 hours of work when on a 4/10 schedule
- Clarified that the clothing allowance in the existing Agreement is to be used to purchase work boots which will no longer be provided by the Electric Department
- Extended the coverage and clarified that the Personnel Policies Handbook applies to employees covered by the Agreement unless otherwise specified in the Agreement to ensure continuity of process and policy

### Economic Changes

The underlying principle in the wage and benefit package below is two-fold. First, the addition of the Alaska Electrical Pension Fund was for the purpose of providing a different compensation package for recruiting and retaining employees at the Electric Department, especially Journeyman Lineman in Alaska. The parties agreed that the higher hourly rate agreed to last July did not generate the candidates as expected. Second, the package is designed so that the employees share the cost indirectly by taking less in hourly wages to fund the contribution to the Alaska Electrical Pension Fund.

- Wages
  - No pay increase, but instead a \$4.00 per hour pay reduction in General Foreman, Line Foreman, and Journeyman Lineman effective July 1, 2022 (hourly reduction used to fund in part the Employer contribution to the Alaska Electrical Pension Fund – see below)
  - All other job classifications to receive 4.5% July 1, 2022 (reduced COLA used to fund in part the Employer contribution to the Alaska Electrical Pension Fund – see below)
  - All hourly rates will increase by \$1.00 effective July 1, 2023
  - All hourly rates will increase by \$1.00 effective July 1, 2024
- Benefits

General Foreman, Line Foreman, and Journeyman Lineman

- Employer contribution of \$6.00 per compensable hour to Alaska Electrical Pension Fund effective July 1, 2022
- Contribution increases to \$6.50 effective July 1, 2023
- Contribution increases to \$7.00 effective July 1, 2024

All other job classifications except for Apprentice

- Contribution of \$1.50 per compensable hour to Alaska Electrical Pension Fund effective July 1, 2022
- Contribution increases to \$2.00 effective July 1, 2023
- Contribution increases to \$2.50 effective July 1, 2024

- On-Call Pay
  - Increased on-call pay to \$50.00 for weekdays and \$100.00 for Saturdays, Sundays, and holidays.

**Fiscal Note**

Overall, the total maximum increased cost to the City and Borough of Sitka (CBS) is \$1,143,686 over the proposed 3-year contract. This calculation is a worst-case scenario which assumes no vacancies remain and overtime continues at prior year levels, hopefully, vacancies will decrease, as will overtime hours. Of note, part of the proposed compensation is an employer contribution to the Alaska Electric Pension Fund. While we believe that this benefit is one that would not have PERS/other employer costs levied on top of the benefit, further investigation is needed. Should we have to pay the employer costs on top of this benefit, it would add an estimated \$129,000 to the 3-year contract total.

**Financial implications of IBEW negotiated monetary terms**

3-year impact on CBS vs. final FY22	YR1-FY23	YR2-FY24	YR3-FY25	Total increase over contract
Increase in personnel costs to CBS from current (FY22) levels*	\$223,519	\$404,105	\$516,061	\$1,143,686
Year-to-year contract	Change FY22-FY23	Change FY23-FY24	Change FY24-FY25	
Year to year increase in costs to the CBS (%)	\$223,519	\$180,586	\$111,956	
Year to year increase in costs to the CBS (\$)	7.10%	5.30%	3.10%	

The cost increase proposed in the contract for FY23 is in line with the personnel costs in the approved FY23 budget and no supplemental appropriation will be required. Increases proposed for FY24 and FY25 will be built into those 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**

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**July 1, 2022 through June 30, 2025**

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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 AND SCOPE**

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 AND SCOPE**

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, 2022 through June 30, 2025, 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 particular 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 in order 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.

In the event that the termination of this agreement shall occur during the course of 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 (15<sup>th</sup>) 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 Hires**

A shop steward will be allowed to meet with newly hired employees for up to thirty (30) minutes within seven (7) calendar days from the date of hire to provide Union information.

#### **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 covered hereby. The Union shall appoint no more than two shop stewards and an alternate. The names of the stewards will be furnished to the Utility Director of the Employer and the Human Resources Director in writing before beginning or being relieved of their duties.

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 Utility Director of the Employer, or designee, or the Human Resources Director 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 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 bulletin boards and/or space on existing bulletin boards for use by the Union for the purpose of posting Union notices and communications.

#### **Section 5.7 Union Access to Employer's Premises**

With prior notice and approval, authorized representatives of the Union 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 Employee Access**

Employees shall have access to their personnel files in the Human Resources Department at reasonable times in the presence of the Director of Human Resources or designee.

### **Section 7.2 Copies of Personnel File**

The Employee will receive a copy of any disciplinary letters and any material placed in the Employee's personnel files. Upon request, the Employee shall be provided a copy of any other document in the Employee's personnel files.

### **Section 7.3 Confidentiality**

The Employee's personnel file in the Human Resources Department is confidential. The personnel file is only available for inspection by the Human Resources Director, or designee, and the Employee's immediate supervisor. 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 Human Resources Director or designee, or through review of the pertinent documents from the Employee's personnel file.

## **ARTICLE 8 - EMPLOYEE STATUS AND APPOINTMENT**

### **Section 8.1 Employee Status**

A. All Employees covered by this Agreement are designated as Regular Employees. All regular Employees shall serve a probationary period as set forth below in Section 8.4A.

B. The Employer reserves the right to utilize relief Employees who are qualified individuals available to substitute for regular Employees. The intent of this Section is not to reduce the number of regular positions by the hiring of relief Employees. Relief Employees shall be subject to this Agreement when working for the Employer only as to Union security, hours of work, rates of pay, and applicable working rules. They shall not be eligible for holiday pay, leave, benefits, health and welfare benefits, pension or other benefits extended to regular Employees.

### **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 Utility Director.

D. When assigned to assume the position of a Leadman a NECA- Temps 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 Utility Director is responsible for filling vacancies in the Department, subject to the approval of the Administrator. Hiring decisions are at the sole discretion of the Employer.

B. Posting

1. All vacancies shall be posted both internally on the Union Bulletin Board in the Department and externally, including the Union Hiring Hall.
2. Any current Department 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 current, 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 regular 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. Current regular Employees who are promoted or transferred to a different position shall serve a three-month (90 consecutive days from date of promotion or transfer) probationary period. 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.

## **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 Right to Use 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 Apprentice and Journeyman Lineman Ratio**

A. 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.

B. 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.

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

D. For purposes of this Section, either the Line Foreman or the General Foreman working with the tools may be used for ratio purposes.

### **Section 10.3 Alaska Joint Electrical Apprenticeship and Training Trust**

The Employer agrees to consider using the AJEATT during the life of this Agreement in the event a need for an apprentice arises at the Utility.

A. 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. If the Employee is participating in the AJEATT, the Employee will be required to apply for State Training Education Program (STEP) grants, if available. In addition to the STEP grant monies and in lieu of any wages or reimbursements, the Employer agrees to pay the Employee \$100 for every day assigned to attend training in either Anchorage or Fairbanks, including travel days.

## **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 shall 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 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 Utility Director shall meet as needed to discuss safety matters.

B. The Safety Committee shall also provide input to the 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 Utility Director.

**ARTICLE 12 - TIME OFF**

**Section 12.1 Vacation**

A. All regular full-time Employees covered by this Agreement shall accrue vacation at the following rate. Regular 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
0 Year Through 3 <sup>rd</sup> Year	4.01 Hours	104 Hours	40 Hours/5 Days
4 <sup>th</sup> Year Through 7 <sup>th</sup> Year	5.85 Hours	152 Hours	80 Hours/10 Days
Start of 8 <sup>th</sup> Year	7.70 Hours	200 Hours	120 Hours/15 Days

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



- C. Vacation shall not accrue and may not be taken prior to six (6) months of continuous satisfactory service, but after six months of employment vacation time shall accrue retroactive to the date of employment.
- D. Regular 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.
- F. Accrued vacation will be paid to Employees who terminate, so long as such termination is not for gross misconduct and the Employee has completed one (1) year of service.
- G. 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. An Employee 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 pay check 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. Regular full-time Employees shall accrue sick leave at the rate of 5.54 hours bi-weekly while employed. Regular 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 Utility Director as soon as possible prior to the beginning of the Employee's shift if they are to be absent. If the notice is left by voice mail message, Employees are required to talk directly to a supervisor or Utility Director at some time during the day while absent. If such notification is not given, such absence shall be charged to leave without pay and may subject the Employee to disciplinary action up to and including discharge. In the event the Employee is unable to contact their supervisor or the 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 Utility Director.

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. 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. Up to 40 hours of sick leave may be used for a death in the Employee's immediate family. "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 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 date of hire. Sick leave will be granted to the Employee commencing on the first day of illness.

I. A regular 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. Donation of Vacation Accrual for Sick Leave Donation 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. Employees who have used no more than forty (40) hours of sick leave during the calendar year will have up to forty (40) hours of sick leave converted to vacation time.
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 regular employees shall be able to convert sick leave to vacation leave on a pro rata basis 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 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 annual leave 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
Presidents' 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
Veterans 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 in order to receive pay for a holiday.

D. All Employees will be paid eight (8) hours of holiday pay at the Employee's straight time rate for a designated holiday. If the Employee would have been scheduled to work on that day, the Employee may also get the day off.

E. If an Employee is required to work on a designated holiday, the first eight (8) 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. Any hours worked on a holiday in excess of eight (8) hours shall be at double time. No additional time off or pay will be granted for a holiday worked except as provided in paragraph G below.

F. 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. All floating holidays must be taken in the fiscal year accrued or forfeited.

G. Power Plant Operators who work a holiday may elect, in lieu of the holiday pay provided in paragraph D above, to receive an additional floating holiday that must be used during the fiscal year in which the holiday fell.

## **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.

# **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 in the discretion of the Utility Director.

1. Upon approval of the Utility Director and with written consent by 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 upon mutual consent of 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 Meals**

A. All Employees shall be granted an unpaid meal period of at least thirty (30) minutes in duration once during an eight (8) hour work day. The Employer shall schedule an Employee's meal period approximately halfway through the Employee's designated shift. If 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. Scheduled Overtime**

If the Employee is required to work scheduled overtime, the Employee shall be entitled to an unpaid meal period of at least thirty (30) minutes for a meal every four (4) hours worked.

### **C. Unscheduled Overtime**

1. If an Employee is required to work unscheduled overtime, the Employee shall be entitled to an unpaid meal period of at least thirty (30) minutes for a meal every four (4) hours and twenty-five dollars (\$25.00). If the Employee is unable to take the meal period off, the Employer will provide a meal for the Employee and the Employee shall be paid at the Employee's applicable rate of pay for the meal period not to exceed thirty (30) minutes, but not the twenty-five dollar (\$25.00) benefit.
2. If the Employee is required to work more than two (2) hours past their regular shift and it has not been scheduled prior to the start of the regular shift, the Employee shall be entitled to another unpaid meal period of at least thirty (30) minutes and twenty-five dollars (\$25.00).

D. Employees are required to note on their time sheets meal payments due in order to receive payment under this Section which shall be paid in the Employee's next regular paycheck.

## **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.

## **Section 13.4 Compensation**

A. The first eight (8) hours of the first five (5) consecutive workdays shall be at the straight time rate of pay. Any hours worked in excess of eight (8) in a work day shall be paid at time and one-half the Employee 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 in excess of 10 when on a 4/10 schedule shall be paid at time-and-one-half.

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 two (2) times the straight time rate of pay.

### **Section 13.5 Shift Differentials**

Shift differential shall be paid as follows to Employees designated in writing by the 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 13.6 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 13.7 On-Call Pay**

A. The Utility Director or designee shall designate in writing every six (6) months the Employees to be 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.

B. Employees are expected and must be capable at all times to respond to calls promptly and as requested.

C. When an Employee is designated to be available for work on-call status, the Employee will be compensated at the rate of fifty dollars (\$ 50.00) for a work day and one hundred (\$100.00) dollars on a Saturday, Sunday, and holidays.

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 13.8 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 13.9 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 13.10 Timesheets and Payday**

- A. Employees are expected to certify the accuracy and record all of 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 13.11 Wage Discrepancies**

Any errors in the timesheet or paycheck should be reported immediately to the Employee's supervisor and payroll.

### **Section 13.12 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 13.13 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. 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.

### **Section 13.14 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 13.15 Clothing Allowance**

Employees shall receive on the first pay check after January 1 of each year of this Agreement Three Hundred and Fifty Dollar (\$350.00) for standard work boots. Standard work boots are those authorized by the Utility Director based on the work being performed. The Employer shall not provide standard work boots to any Employee during the term of this Agreement.

### **Section 13.16 Green Lake/Blue Lake Tunnel Work**

Employees who perform tunnel work at Green Lake or Blue Lake shall be paid 15% above the Employee regular rate of pay.

**Section 13.17 Green Lake/Blue Lake Dam Ladder Access**

Employees who utilize the dam ladders at Green Lake or Blue Lake shall be paid 15% above the Employee regular rate of pay.

**Section 13.18 Other Compensation Issues Not Addressed**

The parties recognize that there are other compensation issues which may arise during the life of this agreement including but not limited to being assigned to be away from home overnight or out of town, assigned to fly in a fixed-wing aircraft or helicopter, work underneath helicopters, or work seventy (70) feet above the ground or tunnel work which constitute wages or terms and conditions of employment. The parties agree to bargain as required by law on such matters.

**ARTICLE 14 - WAGE RATES**

**Section 14.1 Hourly Rates of Pay**

A. Employees employed on July 1, 2022 shall be paid the following hourly wage in their assigned job classification.

General Foreman	\$ 63.89
Line Foreman	\$ 60.94
Journeyman Lineman	\$ 55.04
Meter Technician	\$ 53.00
Relay/Control Technician	\$ 53.00
Power Plant Operators/System Dispatcher	\$ 50.06
Generation Facilities Mechanics	\$ 50.06
Warehouseperson	\$ 48.07
Meter Reader	\$ 34.45

B. Employees employed on July 1, 2023, shall be paid the following hourly wage in their assigned job classification unless provided otherwise in this Agreement.

General Foreman	\$ 64.89
Line Foreman	\$ 61.94
Journeyman Lineman	\$ 56.04
Meter Technician	\$ 54.00
Relay/Control Technician	\$ 54.00
Power Plant Operators/System Dispatcher	\$ 51.06
Generation Facilities Mechanics	\$ 51.06
Warehouseperson	\$ 49.07
Meter Reader	\$ 35.45



C. Employees employed on July 1, 2024, shall be paid the following hourly wage in their assigned job classification unless provided otherwise in this Agreement.

General Foreman	\$ 65.89
Line Foreman	\$ 62.94
Journeyman Lineman	\$ 57.04
Meter Technician	\$ 55.00
Relay/Control Technician	\$ 55.00
Power Plant Operators/System Dispatcher	\$ 52.06
Generation Facilities Mechanics	\$ 52.06
Warehouseperson	\$ 50.07
Meter Reader	\$ 36.45

D. New Hires Rates of Pay for Warehouseperson and Meter Reader

The hourly wage rate for the Warehouseperson and the Meter Reader above will only apply so long as the current Employee remains in their position. Should either position vacate during the life of this Agreement, then the starting hourly wage rates for the new Employee shall be determined by the Employer with the agreement of the Union.

#### **Section 14.2 Relief Worker Wage Rate**

Relief workers in any of the job classifications in 14.1 above shall be paid at 80% but up to 125% of the designated wage rate.

#### **Section 14.3 Lead Worker Wage Rate**

An Employee designated in writing as a Lead by the Utility Director for any job classification in 14.1 above shall be paid 107% of the designated hourly wage.

#### **Section 14.4 Apprentice Wage Rate**

Apprentices in any of the job classifications set forth in 14.1. shall be paid according to the following schedule.

Starting wage	50%
At the end of six months	55%
At start of second year	60%
At the end of 18 months	65%
At start of third year of service	70%
At the end of 30 months	75%
At start of fourth year	80%
After fourth year and completion of all testing for certification or license	100%

## **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, or hand delivery within the time frame allotted will constitute satisfaction of time frame requirements.
- E. Time frames may be extended only by written agreement between the Employer and the Union.
- F. Steps
  - 1. Step One: The aggrieved Employee, with or without a Union Representative, or Union must meet with and discuss the grievance with the Employee's immediate supervisor within ten (10) working days of the event or the Employee's or Union's first knowledge of the event. The immediate supervisor shall prepare a written response within ten (10) working days after meeting with the Employee.
  - 2. Step Two: If satisfactory resolution is not reached at Step One, the grievance shall be reduced to writing and be filed by a Union Representative with the Utility Director within ten (10) working days after the date of the supervisor's written response. The Union Representative, the Employee, and the Utility Director may meet to discuss the grievance. The Utility Director shall respond in writing 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") 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 the job classification represented by the Union shall be number one (1) on the seniority list within that job classification. All other Employees 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 a regular Employee is laid off, except that if that Employee is re-employed as a regular Employee and his service break is twelve (12) months or less, seniority will accrue uninterrupted to original date of hire;
- B. When the Employee resigns; or
- C. When the Employee is discharged for just cause.

### **Section 16.3 Layoff**

A. Should layoffs become necessary due to lack of work or lack of funds or any other operational reason, seniority by job classification as described below shall prevail regarding such layoffs except for NECA Temps. Job classifications for layoff purposes are as follows:

- Journeyman linemen;
- Control Wiring/Relay Technicians;
- Warehouse Department;
- Meter Techs & Readers;
- Power Plant Mechanics;
- Power Plant Operators

B. NECA Temps shall be laid off in reverse book order and reverse order within book by hire date.

C. Layoffs shall occur in the following order

1. NECA Temps
2. Probationary Employees
3. Regular Employees.

D. If a probationary or regular Employee is laid off, the Employee shall be given the first opportunity to work relief. There shall be no obligation to work relief by the Employee.

## **ARTICLE 17 - PERFORMANCE EVALUATIONS**

On or within thirty (30) working days after an Employee's anniversary date, the immediate supervisor outside the bargaining unit shall evaluate the performance of the Employee. After review and approval by the Utility Director, the supervisor will discuss the evaluation with the Employee privately. The Employee may provide written comments or a rebuttal to be attached to the evaluation. The final evaluation, with any Employee comments or rebuttal shall be filed in the Employee's personnel file located in Human Resources. Evaluations may be subject to review through the grievance procedure but not subject to arbitration.

## **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 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

1. Journeyman Lineman, Line Foreman, and General Foreman

a. Effective July 1, 2022, the Employer agrees to contribute Six Dollars (\$6.00) to the Alaska Electrical Pension Fund for each compensable hour and for each employee covered by this Agreement.

- b. Effective July 1, 2023, the Employer agrees to contribute Six Dollars and Fifty Cents (\$6.50).
  - c. Effective July 1, 2024, the Employer agrees to contribute Seven Dollars (\$7.00).
- 2. Apprentice Lineman shall receive a pro-rated contribution to the Alaska Electrical Pension Fund based on the Employee's current wage as set by the Apprentice wage schedule in Section 14.4.
- 3. All Other Job Classifications Listed in Article 14
  - a. Effective July 1, 2022, the Employer agrees to contribute One Dollar and Fifty Cents (\$1.50) to the Alaska Electrical Pension Fund for each compensable hour and for each employee covered by the Agreement.
  - b. Effective July 1, 2023, the Employer agrees to contribute Two Dollars (\$2.00).
  - c. Effective July 1, 2024, the Employer agrees to contribute Two Dollars and Fifty Cents (\$2.50).

### **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**

The Employer will make available to all regular Employees a health insurance plan, subject to plan eligibility requirements. The Employer shall pay 90% of the cost of coverage for the Employee and their dependents.

### **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 Application**

The City and Borough of Sitka Personnel Policies Handbook, as amended and adopted by the Assembly on December 14, 2021 shall apply to employees covered by this Agreement except as and only if expressly modified in this Agreement.

### **Section 20.2 Conflicts**

Where a specific provision of the Personnel Policies Handbook 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 prior to submitting to the Assembly. The Union will be given the opportunity to discuss any such amendments with the HR Director and Municipal Administrator prior to submission to the Assembly. If a mandatory subject of bargaining, the parties agree to meet and negotiate any such amendments before becoming effective.

## **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 alternation, 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
John Leach  
Municipal Administrator

\_\_\_\_\_  
Marcie Obremski  
IBEW  
Business Manager/Financial Secretary

\_\_\_\_\_  
Kimberly K. Geariety  
Chief Negotiator

\_\_\_\_\_  
Pam Cline  
Assistant Business Manager

\_\_\_\_\_  
Valarie Ruff  
Human Resources Director

\_\_\_\_\_  
Rodney Hesson  
Assistant Business Manager

\_\_\_\_\_  
Levi Albertson  
IBEW Negotiation Team Member

\_\_\_\_\_  
Matthew Callahan  
IBEW Negotiation Team Member