

Presented By:
Utility Manager

Action Taken:
Yes 5
No 0
Abstain 0

CITY OF NOME, ALASKA

RESOLUTION NO. R-20-02-02

**A RESOLUTION APPROVING THE LABOR AGREEMENT BETWEEN
NOME JOINT UTILITY SYSTEM AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1547
THROUGH DECEMBER 31, 2022**

WHEREAS, the labor agreement between the Utility and the union representing line crew employees expired as of December 31, 2019; and,

WHEREAS, representatives of the parties met to negotiate a successor agreement, and said negotiations resulted in a tentative agreement; and,

WHEREAS, the Utility Board has reviewed the recommendation and adopted NJUB Resolution 20-06 supporting the negotiated agreement offer through December 31, 2022, and recommends to the Nome Common Council that the contract be approved.

NOW, THEREFORE, BE IT RESOLVED that the Nome Common Council concurs with the recommendation of the Utility Board, as expressed in NJUB Resolution 20-06, that the successor agreement negotiated between NJUS and the International Brotherhood of Electrical Workers, Local 1547, effective through December 31, 2022, be hereby approved.

APPROVED and SIGNED this 24th day of February, 2020.



RICHARD BENEVILLE, Mayor

ATTEST:



BRYANT HAMMOND, City Clerk



NOME JOINT UTILITY SYSTEM

NOME JOINT UTILITY BOARD

RESOLUTION 20-06

**A RESOLUTION TO THE NOME COMMON COUNCIL RECOMMENDING APPROVAL OF THE
PROPOSED AGREEMENT BETWEEN NOME JOINT UTILITY SYSTEM AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKS, LOCAL 1547
FOR A SUCCESSOR AGREEMENT THROUGH DECEMBER 31, 2022**

WHEREAS, NCO 15.10.030(d) requires the Utility Board to study and make recommendations on public utility matters, including labor relations; and,

WHEREAS, employees in line distribution are represented by the International Brotherhood of Electrical Works, Local 1547; and,

WHEREAS, the Utility has tentatively agreed to an extension of the labor agreement between NJUS and IBEW for a period through December 31, 2022 under substantially the same terms and conditions as the existing agreement;

NOW THEREFORE BE IT RESOLVED that the Nome Joint Utility Board expresses themselves as being in favor of the proposed Collective Bargaining Agreement between the Nome Joint Utility System and IBEW, with a term ending December 31, 2022; and,

BE IT FURTHER RESOLVED that the Nome Joint Utility Board recommends to the Nome Common Council approval of said Agreement.

SIGNED THIS 18 DAY OF February, 2020 AT NOME, ALASKA.

Carl Emmons, Chairman
NOME JOINT UTILITY BOARD

ATTEST:

David Barron, Secretary
NOME JOINT UTILITY BOARD



NOME JOINT UTILITY SYSTEM

a component unit of **CITY OF NOME**

P.O. Box 70 • Nome, Alaska 99762 • (907) 443-NJUS • Fax (907) 443-6336

NJUB Meeting Date: February 18, 2020

Collective Bargaining Agreements: IBEW Local 1547 1/1/20 -12/31/22

Resolution 20-06: A Resolution to the Nome Common Council recommending approval of the proposed agreement between Nome Joint Utility System and the International Brotherhood of Electrical Workers, Local 1547 for a successor Agreement through December 31, 2022

The existing labor agreement was extended by mutual agreement from its December 31, 2019 expiration date to February 26, 2020 to allow for continued negotiations. Parties have met and tentatively agreed to a successor agreement.

In the 1990's, the City and Utility spent extensive time and effort on standardizing agreements amongst the various bargaining units to come up with essentially a "Master Agreement" – the main body Articles. With only minor union-specific items, these are and have remained very similar. In this process, the intention was to maintain standard terms for ease of administration and parity across the labor pool, and that in succeeding agreements, the appendices dealing with economic issues could be the focus. Since they were negotiated, this has been the case; although there have been proposals over time seeking to adjust the terms, for the most part, these have not been accepted.

Proposed contract changes:

- **Unused Sick Leave Conversion to Annual Leave**

In the last cycle, one of the bargaining units floated the proposal to change the sick leave and annual leave provisions to a single personal leave category. (This system was adopted in the City of Nome Agreement several years ago, but the Utility declined to move in that direction.) The proposal was received again this cycle. After discussion, the outright change was declined, but a modified proposal was jointly developed through negotiation and is proposed for all units:

On January 1st of each year, employees may elect to convert unused sick leave accumulated during the prior year to annual leave with a fifty percent (50%) conversion rate. (Example: 8 days unused of sick leave accumulated during the prior year can be converted to 4 days of annual leave and the sick leave account will be reduced by 8 days.)

NJUS is an equal opportunity provider and employer

Providing reliable utility services to system rate payers efficiently and economically by prudently operating and maintaining system assets in a fiscally responsible manner

This change is seen by management as benefiting the employer as follows:

Sick leave accruals fall into a wide spectrum of balances. There are employees who do not routinely use sick leave, possibly viewing it more as “an insurance policy”, while on the other end, there are employees who have had to use it or may view it as an “earned benefit”.

Management believes that if there is potential economic benefit to the employee to hold on to sick leave that there will likely be less use of it for sporadic minor ailments. While management does not want folks coming in to work sick, it is felt that the change may give employees more thought to calling in sick for a day if linked to an economic benefit.

- IBEW Contract’s overtime compensation modified to match IUOE & APEA/AFT
 - Sixth consecutive work day at 1-1/2 X the base rate for the first 10 hours. Time worked in excess of 10 hours compensated at 2 times the employee’s straight time rate of pay. (The prior IBEW contract had double time starting after 8 hours and on Saturdays.)
 - Seventh consecutive full work day compensated at 2 times the employee’s straight time rate of pay.
- Wage adjustments for current employees are set at 3%, 2%, 2% respectively for each year of the contract for both agreements.
- Employee retirement plan contributions increased \$1.90 / hr (\$1.40 new money plus \$0.50 shifted from the 2020 wage increase). The \$1.40 increase was used to offset the elimination of incidental double time & Saturday double time.
- Health insurance premium caps increased as shown below.

UNION	2019 CAP	2020 CAP	2021 CAP	2022 CAP
IBEW	\$ 2,030	\$ 2,132	\$ 2,239	\$ 2,340

Recommended action:

That the Board adopt Resolutions 20-06, approving the Agreement with IBEW, Local 1547, and recommend its approval to the Nome Common Council.

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE NOME JOINT UTILITY SYSTEM

AND

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS UNION, LOCAL NO. 1547**

January 1, 2020 through December 31, 2022

COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN
THE NOME JOINT UTILITY SYSTEM
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION,
LOCAL NO. 1547

THIS AGREEMENT is made and entered into by and between the Nome Joint Utility System (hereinafter referred to as the "Employer" or "the Utility"), and International Brotherhood of Electrical Workers Union, Local 1547, AFL-CIO, (hereinafter referred to as the "Union").

PREAMBLE

It is the policy of the Employer and the Union to continue harmonious and cooperative relationships between Employees and the Employer to ensure orderly and uninterrupted operations of the utilities. This policy is effectuated by the provisions of the Public Employment Relations Act, AS ch. 23.40, of the State of Alaska and ratified by the Nome Common Council in Resolution No. 552 granting public Employees the rights of organization and collective bargaining concerning the determination of terms and conditions of their employment. It is the desire of the Employer and the Union to enter into an Agreement reached through collective bargaining which will have as its purpose, among others, the following:

- a. To promote fair and reasonable working conditions.
- b. To promote individual efficiency and service to the citizens of the City of Nome.

ARTICLE 1 - RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for and this Agreement shall cover those bargaining unit employees whose job classifications are set forth in Appendix A to this Agreement.

1.2 This Agreement excludes from the bargaining unit and does not cover non-bargaining unit employees, which includes the Utility Manager, the Assistant Utility Manager, the Chief Financial Officer, the Water/Sewer Superintendent, other management personnel and employees who are members of other bargaining units.

1.3 In the event of disagreement between the parties regarding inclusion or exclusion of a new position in the bargaining unit, the dissatisfied party shall petition the Alaska Labor Relations Agency for a unit clarification hearing to decide the placement of the questioned position.

1.4 **Employee Definitions.**

1.4.1 **Represented Employees.** The following employees are covered by this Agreement:

1.4.1.1 Probationary Employee. A probationary employee is an employee who is working during the first six (6) months of employment with the Employer from the most recent date of hire.

1.4.1.2 Regular Full-Time Employee. A regular full-time employee is an employee who has completed probationary status and is scheduled to regularly work thirty (30) or more hours per work week.

1.4.1.3 Regular Part-Time Employee. A regular part-time employee is an employee who has completed probationary status and is regularly scheduled to work less than thirty (30) hours per work week. Regular part-time employees receive all benefits provided under this Agreement except that leave accruals and holiday pay are prorated on the basis of the employee's scheduled workweeks.

1.4.1.4 NECA Temporary Employee. A NECA temporary employee is an employee hired by the Employer through the Union hiring hall whose employment is of a temporary nature. NECA temporary employees are compensated and receive fringe benefits as provided in the appropriate NECA Agreement.

1.4.1.5 Seasonal Help From Local Community. The Union agrees that, due to economic conditions in the community, the Employer may employ seasonal workers from the community to work not more than six (6) months as laborers during the summer season of each year to help the regularly employed electrical workers and/or to help electrical workers dispatched to the Employer from the Union hiring hall. When seasonal workers are employed as stated above, the Employer agrees to notify the Union administrative office of the act of employing the seasonal worker, supplying the name and estimated duration of the seasonal employment. Upon request of the Union, the Employer will deduct employee assessments (2% of wages + \$2.00/month permit fee) and will send such fee to the Union.

1.4.2 Unrepresented Employees and Persons. The following persons are not covered by this Agreement:

1.4.2.1 Independent Contractors. An independent contractor is a person who performs services for the Utility as an independent contractor, as defined by applicable law, and not as an employee.

1.4.3 Just Cause. Just cause means, but is not limited to, excessive tardiness, incompetence, unsatisfactory performance of duties, unexcused absenteeism, drunkenness, dishonesty and gross disobedience.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 The Employer, under this Agreement, has and will retain the sole right to manage the Nome Joint Utilities and direct the working forces, including the right to hire, promote, reclassify, and/or discharge any employee covered by this Agreement for good and just cause, subject to the terms of this Agreement.

ARTICLE 3 - UNION RIGHTS

3.1 The Union will designate one (1) steward (who must be a bargaining unit employee), who the Employer shall recognize as representative of the Union. The Union will submit in writing the name of the steward and any changes as may occur at the time of the change. The steward must perform work for the Employer to the same extent as any other employee in the same job classification. Before reporting any problems to the Union, the steward is to discuss such with the Employer's appropriate supervisor.

3.2 In the event that the steward believes it is necessary to pursue Union business in accordance with the specific terms of this Agreement, the steward may take reasonable time off without pay from duties for up to four hours per week. In such cases, before leaving the job, the steward must request permission from the immediate supervisor and specify where the steward intends to conduct the business and the general purpose of the business. If permission is granted by the supervisor, the steward must report back to the supervisor upon completion of the business.

3.3 The Union representative shall be granted access to the Employer's shop or jobsite during working hours.

ARTICLE 4 - HIRING

4.1 The Employer agrees to utilize the services of the Union's referral procedures and will call upon the Union to furnish applicants to fill journeymen vacancies covered by this Agreement, subject to the following terms and conditions:

4.1.1 The Employer has the right to stipulate the minimum qualifying requirements for each bargaining unit classification.

4.1.2 The Union agrees that the Employer may "name request" from the Union any person on Book One (1) who has been employed by the Utility within the past one (1) year in a bargaining unit classification.

4.1.3 Both parties agree that all federal and state statutes relevant to non-discrimination in the recruitment/employment process shall be observed and complied with by both parties. The Union agrees to comply with all applicable administrative referral procedures not abrogated by language in this Agreement.

4.1.4 The Union agrees that it will not discriminate against non-union job applicants when referring applicants to the Employer and the Employer agrees not to discriminate against Union members in selecting job applicants referred by the Union.

4.1.5 The Employer may request referral of qualified Union journeymen who are residents of Nome.

4.1.6 The Employer may request Union confirmation of locally recruited Linemen Apprentice Candidates identified following the Employer's standard recruitment methods.

ARTICLE 5 - UNION

5.1 All employees covered under the terms of this Agreement who are not already Union members may make application to join the Union as a full member or become an agency fee payer, but neither union membership nor payment of an agency fee is a condition of employment with the Employer.

5.2 A business representative or shop steward will be allowed to meet with all newly hired bargaining unit employees, without charge to the pay or leave time of the employees, for a maximum of 60 minutes within 7 calendar days from the date of hire, for a new employee orientation.

5.3 The Employer agrees that it will not discourage an employee from joining the Union or becoming an agency fee payer.

5.4 The Employer agrees that it will not encourage employees to resign or relinquish membership in the Union or revoke authorization of the deduction of fees to the Union.

5.5 The Union will not make any representation to any employee that union membership or payment of an agency fee is a condition of employment.

5.6 The Union will not make any representation to any employee that the employee will not enjoy all of rights and benefits afforded under this CBA if they decide not to join the Union or pay an agency fee. However, nothing in this Agreement prohibits the Union from charging a nonmember for the cost of a grievance and/or arbitration filed at the request of the nonmember.

ARTICLE 6 - WAGES

6.1 The minimum straight-time hourly rates of pay and respective classifications covered by this Agreement are set forth in Appendix A to this Agreement.

6.2 The terms of this Agreement are intended to cover minimum wages or other enumerated employee benefits. The Employer may at any time place higher wages and other employee benefits in effect and may reduce the same to the minimums stated in this Agreement at any time without the prior consent of the Union.

ARTICLE 7 - LAYOFF, RECALL AND DISCHARGE

7.1 When the Employer determines that a layoff will be necessary, it shall review the employees' seniority within the department affected. If all factors (e.g., skill, experience, productivity, etc.) are equal, the employee with the least seniority shall be the employee laid off. In those instances where the Employer concludes layoffs are necessary, the Employer may request employees to volunteer to take leave without pay or to work a reduced workweek.

7.2 An employee being involuntarily laid off (not discharged) and who has completed a six months' continuous service, shall receive accrued annual leave. Absent unusual circumstances, the Employer will give two (2) weeks' notice for an involuntary layoff. If an

employee who has completed six months' continuous service is voluntarily terminating his position, he must, absent unusual circumstances, give two (2) weeks' written notice or forfeit accrued annual leave pay.

7.3 Employees in layoff status who have not lost their seniority with the Employer shall be eligible for rehire to any bargaining unit position with the Employer for which they are presently qualified, and shall be given preference over non-employees for such positions. Except where positions must be filled on an emergency basis, the Employer will post bargaining unit job openings at the Utility offices for not less than five (5) work days before filling such positions with non-employees.

7.4 The Employer may discharge or discipline employees for just cause. Such cause may include, but is not limited to, insubordination, incompetence, negligence, failure to perform work, failure to report for work, drunkenness, dishonesty or misconduct. An employee who has completed his probationary period shall have the right to grieve a discharge or discipline (i.e., only written reprimands and suspension) decision under the specific provisions of the grievance procedure of this Agreement, Article 20, Grievance and Arbitration Procedures.

ARTICLE 8 - SENIORITY

8.1 Seniority is defined as an employee's continuous length of service with the Employer. For new employees of the Employer, seniority shall be computed from the inception date of their employment.

8.2 The seniority of an employee shall terminate under any of the following conditions:

8.2.1 When laid off for more than 12 months consecutively.

8.2.2 When an employee resigns from employment.

8.2.3 When an employee is discharged for just cause.

ARTICLE 9 - PROBATIONARY PERIOD

9.1 During the probationary period, an employee may be discharged with or without cause, and the employee has no right to grieve this under Article 20, Grievance and Arbitration Procedures.

9.2 During the probationary period, annual leave will accrue and shall be available in accordance with the terms of this Agreement after the six (6) month probationary period has been completed.

ARTICLE 10 - HOURS OF WORK

10.1 The regular workday shall be from 8:00 a.m. to 4:30 p.m. if a one-half hour lunch period is taken, or from 8:00 a.m. to 5:00 p.m. if a one hour lunch period is taken. The lunch period may be taken between the hours of 11:00 a.m. and 1:00 p.m. Once established, the lunch period shall not be changed for a period of seven days, unless mutually agreed to by the Employer and the Union.

10.2 The regular workweek shall consist of five days, Monday through Friday, inclusive.

ARTICLE 11 - OVERTIME COMPENSATION

11.1 All time worked during the regular work day and work week shall be compensated for at the employee's straight-time rate of pay.

11.2 The above hours will apply to eight consecutive hours per shift exclusive of lunch period. All time worked in excess of eight (8) hours in any workday shift or forty (40) hours during any work week shall be considered overtime and shall be compensated at one-and-one-half (1-1/2) times the employee's straight-time rate of pay. All work performed in excess of ten (10) hours per workday shift shall be paid at double (2X) the employee's straight-time rate of pay.

11.3 Job foreman, Utility Manager, and the steward shall be held responsible for the equal distribution of overtime. However, the job steward shall work all overtime when three or more men work overtime on his job, if he desires.

ARTICLE 12 - PREMIUM PAY

12.1 Extended Overtime. An employee required to work more than two (2) consecutive hours after completion of his regular work day shall be compensated at two (2) times his regular rate of pay.

12.2 Sixth and Seventh Consecutive Workdays. All work the employee is scheduled or required to perform on the employee's sixth or seventh consecutive workday shall be compensated at the following rate of pay, including shift differential, if applicable: sixth consecutive work day: one and one-half (1-1/2) times for the first ten (10) hours. Time worked in excess of ten (10) hours shall be compensated at two (2) times the employee's straight time rate of pay. Seventh consecutive workday: two (2) times employee's straight time rate.

12.3 Call Out Pay. When an Employee is called out for extra duty, he shall be paid a minimum of two (2) hours compensation at double the Employee's regular hourly rate of pay. Call out time worked in excess of the two (2) hour minimum shall continue at the double time rate.

12.4 Standby Pay. Workmen on standby on Saturdays, Sundays and holidays shall receive no less than two hours of double time whether work is performed or not. Workmen on call on weekdays shall receive no less than two hours per day at regular time whether work is performed or not. Standby time shall be in addition to call-out time.

12.5 There shall be absolutely no pyramiding or duplication of overtime and/or premium pay.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 Annual Leave.

Except as provided below, regular and probationary employees shall accrue annual leave at the following rates, to be credited to their annual leave accounts at the end of each calendar month as follows:

<u>Years of Service</u>	<u>Days/Year</u>	<u>Days/Month</u>
Less than five (5) years	15	1.25
Five (5) years, but less than ten (10) years	18	1.50
Ten (10) years, but less than fifteen (15) years	22	1.84
Fifteen or more years	25	2.09

Regular and probationary employees who work less than full-time shall accrue annual leave monthly on a pro-rata basis. Regular employees may use annual leave accrued to their accounts. Probationary employees may not take annual leave until they complete their probationary period.

All employees shall be required to use five (5) days of annual leave each calendar year. Failure to do so will result in the unused portion of the five (5) days being deducted from the accumulated accrual, provided the Employer has afforded adequate opportunity for the employee to have used the leave and has denied no request for such leave, in which case the unused portion of the leave will remain in the employee's leave account.

Unused leave in excess of sixty (60) days at the close of business on January 15 of any calendar year shall be deducted from the employee's leave balance. Such leave shall be deducted without compensation, provided the Employer has afforded adequate opportunity for the employee to have used the leave and has denied no request for such leave, in which case the deducted leave shall be paid.

Any employee who is called back by the Employer from approved annual leave will be paid at the rate of time and one-half for all such time worked.

Any eligible employee who is separated from service by layoff, resignation or dismissal shall receive, within three (3) working days, a lump sum payment for the number of days of accrued annual leave.

Once each year, upon the employee's written request to the Employer, the employee shall receive payment for accrued but unused annual leave up to a maximum of ten (10) days in any calendar year. Additional days may be granted in demonstrated hardship cases. The employee's leave balance shall be reduced by the number of days for which payment is made. Such payment shall not eliminate the employee's obligation to use at least five (5) annual leave days per year, nor will such payments be reported for dues (Article 5) or retirement contributions (Appendix C). Payments shall be made within ten (10) working days of the receipt of the request.

An employee must notify the Employer in advance when annual leave is desired. Annual leave requested shall be granted if, in the opinion of the Employer, the employee can be spared from work at the time requested; otherwise such request shall be granted as soon as the employee can be spared from his duties. It shall always be a mutually agreed date for the vacation by the employee and management.

13.2 Sick Leave.

Regular and probationary employees shall accrue sick leave at the rate of twelve (12) days per year (one (1) day per month) of service. Part-time employees shall accrue sick leave on a pro-rata basis. Regular and probationary employees may use sick leave accrued to their account.

An employee must notify the Employer prior to start of his or her scheduled shift, or at the earliest possible time thereafter, of the reason(s) for the employee's absence from work.

Sick leave generally will not be granted in excess of three (3) consecutive days without being substantiated by a doctor's certificate. The Employer may require a doctor's certificate for sick leave requests of less than three days if the employee has a record of prolonged or repeated sick leave use.

Employees may accumulate not more than one thousand (1,000) hours of sick leave.

13.2.1 At separation, an employee who provides one-hundred twenty (120) or more days' advance notice of separation of service shall receive twenty-five (25%) of the value of their unused sick leave accrued, up to a maximum cash out of four hundred (400) hours or a maximum value of \$5,000, whichever is less. (Example: 400 hours on the books; can receive cash value for 100 hours.)

13.2.2 On January 1st of each year, employees may elect to convert unused sick leave accumulated during the prior year to annual leave with a fifty percent (50%) conversion rate. (Example: 8 days of unused sick leave accumulated during the prior year can be converted to 4 days of annual leave with the sick leave account reduced by 8 days.)

13.3 Permissible Uses of Annual Leave and Sick Leave.

13.3.1 Annual Leave.

Unless otherwise mutually agreed by the employee and the Employer, an employee's annual leave account shall be charged for all time off work the Employee is authorized to take for any of the following reasons, which shall be paid leave to the extent of the employee's annual leave accrual:

13.3.1.1 Vacation;

13.3.1.2 Bereavement Leave;

13.3.1.3 Leave permitted under the Alaska Family & Medical Leave Act, AS 23.10.500-550, or the federal Family & Medical Leave Act of 1993, P.L. 103-3, as the following terms are defined therein, for:

13.3.1.3.1 Family leave because of pregnancy or childbirth or the adoption or placement of a child where the employee's health is not affected (i.e., "parental leave");

13.3.1.3.2 In order to care for the employee's child, spouse or parent who has a serious health condition; or

13.3.1.3.3 If the employee's sick leave has been exhausted, for any other reason permitted under the Family & Medical Leave Acts.

13.3.1.4 Other paid leaves of absence to which the employee and the Employer mutually agree.

13.3.2 Sick Leave.

Unless otherwise mutually agreed by the Employee and the Employer, the Employee's sick leave account shall be charged for all time off work the Employee is authorized to take for any of the following reasons, which shall be paid leave to the extent of the employee's sick leave accrual:

13.3.2.1 Illness or injury of the employee;

13.3.2.2 Leave permitted under the Alaska Family & Medical Leave Act, AS 23.10.500-550, or the federal Family & Medical Leave Act of 1993, P.L. 103-3, as the following terms are defined therein, for:

13.3.2.2.1 The employee's own serious health condition; or

13.3.2.2.2 Where the health of the employee is affected by pregnancy, childbirth or related medical conditions.

13.4 Donation of Leave. It is desirable from time to time to have a means for employees to assist other employees in times of need. Subject to approval by the Utility Manager, employees may donate from their accrued, unused sick leave to another employee in case of unforeseen, traumatic illness or injury of the donee employee. Such donations of sick leave are intended to be approved only in those cases where the employee who receives the donation of leave has run out of paid leave and has incurred an unexpected, serious illness or injury that requires a substantial absence from work. Such donations generally will not be approved for non-serious, routine or expected health-related absences from work including, but not limited to, minor sprains and breaks, colds and flu, scheduled medical, dental or other healthcare appointments, elective surgeries, pregnancy and childbirth (without complications), and chiropractic and other physical therapy. The following shall be the vehicle for that purpose.

- a. Each employee wishing to donate leave will fill out, date, and sign a leave slip showing the amount of leave he or she wishes to donate in increments of not less than one (1) day and deliver said leave slip to the Employer; leave donations will be deducted from the donor's sick leave account.
- b. Each leave slip will have written or typed along the bottom, "Leave donation to (employee name)."

- c. The Employer will not be responsible for the collection of such leave donations, nor for any statements made in connection with said collection.
- d. The Employer will, for purposes of computation, convert the donated leave hours to dollars at the hourly rate of the donor. The dollars will then be converted to hours of leave at the hourly rate of the recipient, and the resulting number of hours will be added to the recipient's sick leave bank for use consistent with Subsection 13.3.2 above.
- e. A request to donate leave to the credit of another employee's sick leave account will be approved if the designated employee recipient's own leave balances have been exhausted.

13.5 Extended Absence for Disability, Illness or Injury

Upon application by an employee who has exhausted accrued annual leave and sick leave, a leave of absence without pay may be granted by the Employer for disability because of illness or injury or other reason permitted by the Family & Medical Leave Acts. Subject to the requirements of the Acts, such leave shall be limited to one (1) month for each full year of service to a maximum of twenty-four (24) months, but no less than that required by law.

The Employer may periodically require that the employee submit a certificate from the attending physician or from a designated physician. If the certificate does not clearly show sufficient disability to preclude the employee from performing the employee's duties or if the employee does not provide the required certificate, the Employer may cancel the leave and require the employee to report to duty on a specified date.

13.6 Absence and Payment for Court Leave

An employee who is called to serve as a juror or is subpoenaed as a witness during the employee's regular working hours shall be entitled to court leave with pay. Court leave may be required to be supported by written documents such as a subpoena, marshal's statement of attendance and compensation for services, per diem and travel. Employees shall turn over to the Employer all jury and witness fees received from the court as compensation for service and in turn shall be paid their current salary while on court leave.

13.7 Non-war Military Duty Absence and Payment

An employee who is required to report for a military physical examination is entitled to a leave of absence without loss of pay, time or performance rating. The leave of absence shall not exceed three (3) working days.

An employee who is a member of a reserve or auxiliary component of the United States Armed Forces is entitled to a leave of absence without loss of pay, time or performance rating without regard to other compensation earned during that period on all days during which the employee is ordered to training duty, as distinguished from active duty, with troops or at field exercises, or for instruction, or when under direct military control in the performance of a search and rescue mission. The leave of absence may not exceed sixteen and one-half (16-1/2) working days in any twelve (12) month period, beginning January 16 and ending January 15.

The Employer will make every reasonable effort to schedule employee's day off to enable them to satisfy their military obligation.

13.8 Other Approved Absence

Upon application to and approval by the Employer, an employee may be granted leave of absence without pay. Such leave shall not normally exceed twelve (12) continuous months. Continuous service credit shall not accrue during the period of leave. Said leave of absence shall not be unreasonably withheld.

13.9 Leave for Emergency Operations

Employees participating in organized federal, state or local-directed emergency operations shall continue to be in work status in their regular jobs. Employees released from work for such purposes shall immediately return to work upon completion of the emergency and any reporting responsibilities which are necessary at that time, unless there is less than one (1) hour remaining in the employee's shift.

ARTICLE 14 - HOLIDAYS

14.1 The following paid holidays shall be recognized for regular employees who have completed new hire probation:

1.	New Year's Day	First of January
2.	Martin Luther King Day	Third Monday in January
3.	President's Day	Third Monday in February
4.	Seward's Day	Last Monday in March
5.	Memorial Day	Last Monday in May
6.	Independence Day	Fourth of July
7.	Labor Day	First Monday in September
8.	Alaska Day	18th Day of October
9.	Veteran's Day	11th Day of November
10.	Thanksgiving	Fourth Thursday of November
11.	Day After Thanksgiving	Fourth Friday of November
12.	Christmas	25th Day of December

Regular employees may request to observe holidays on days other than the scheduled holidays, and may do so with the concurrence of the Utility Manager. Probationary and temporary employees are not eligible for holiday pay. To be eligible for a paid holiday, an employee must be in a pay status the last scheduled work day before the holiday and the next scheduled work day following the holiday.

14.2 Regular employees who work on a floating holiday because they are scheduled or required to do so shall have the option of receiving holiday pay (in addition to pay for the time they work) or crediting their annual leave accounts for an additional leave day in lieu of the holiday. Other regular employees shall receive holiday pay unless they work on the floating holiday, in which case their annual leave accounts shall be credited for an additional leave day in lieu of the holiday. The following days are considered floating holidays:

1. Martin Luther King Day
2. President's Day
3. Seward's Day
4. Alaska Day

5. Veteran's Day
6. Day After Thanksgiving

14.3 Holiday pay shall be computed by multiplying the employee's regular hourly rate of pay by the number of hours in one leave day for the employee.

14.4 If a holiday to which an employee is entitled falls on the employee's regular day off, he shall be paid the holiday pay. If a holiday to which an employee is entitled falls within an employee's annual leave time, the employee shall receive and be paid for an additional day of annual leave in lieu of the holiday.

14.5 If the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

ARTICLE 15 - HEALTH AND WELFARE

15.1 The Employer will provide medical insurance to employees under the plan and pursuant to the terms set forth in Appendix B to this Agreement.

ARTICLE 16 - RETIREMENT

16.1 The Employer will provide a retirement benefit to employees under the plan and pursuant to the terms set forth in Appendix C to this Agreement.

ARTICLE 17 - SPECIAL PROVISIONS

17.1 The additional contract terms set forth in Appendix D to this Agreement are incorporated herein by this reference.

ARTICLE 18 - SUBSTANCE ABUSE PROGRAM

18.1 The Substance Abuse Program set forth in Appendix F is incorporated herein by this reference.

18.2 In addition to compliance with the Employer's Substance Abuse Program, all employees covered by this Agreement are expected to comply with the following rules regarding substance abuse in the workplace, and any employee who violates these rules is subject to disciplinary action up to and including termination of employment:

18.2.1 The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or the use of alcohol is strictly prohibited in the work place.

18.2.2 Employees who use prescribed medications that have side effects that may affect their performance, their safety, or the safety of others are required to notify their supervisors of such use and possible side effects. Supervisors may consider reassignment of duties for those employees for those days of medication.

18.2.3 Employees on breaks (e.g. lunch, dinner, rest breaks, etc.) are not allowed to return to their work sites for the completion of their shift if alcohol or controlled substances are consumed during the break.

18.2.4 Employees are required to report to their work site on time and in a condition that will allow them to perform their regular duties in a proper, safe manner. An employee who is temporarily incapable of performing assigned or required job duties will be released from the work site and, if necessary, returned to his or her residence by a fellow employee. Employees shall not receive pay for the hours of release.

18.2.5 Excessive use of alcohol off duty or off-duty use or involvement with illegal drugs that affects an employee's attendance, job performance or conduct may result in disciplinary action up to and including termination of employment.

18.2.6 Employees must, no later than five days after conviction, notify the Employer of such conviction(s) for criminal drug statute violations occurring in the work place.

18.3 Employees with drug or alcohol-related problems are encouraged to voluntarily seek professional assistance in dealing with those problems. Employees who seek treatment shall discuss the situation with their supervisors if leave time, with or without pay, is required for the employee to obtain treatment or hospitalization. Supervisors are encouraged to grant leave, with or without pay (after all sick and annual leave has been exhausted), for such requests. When leave without pay is involved, the employee shall provide a statement from the attending physician or counselor to the supervisor, stating that treatment is being received and describing the length of the treatment program. An employee's job security or promotional opportunities shall not be jeopardized by the employee's voluntary request for leave to obtain counseling or treatment where the employee is not already subject to disciplinary action for violation of the Employer's substance abuse rules.

ARTICLE 19 - NO STRIKE/NO LOCKOUT

19.1 Neither the Union nor its members, agents, representatives, or employees, or persons acting in concert with them, shall directly or indirectly incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever, which includes all types for any reasons (e.g., sympathy strikes, picketing, handbilling, walkouts, strikes related to third parties, slowdowns, boycotts, or any other interference with the operations of the Employer) during the life of this Agreement. In the event of any such strike, walkout, slowdown, work stoppage, any other job action or effect thereof, the Union and its officers will do everything within their power to end or avert the same during the life of this Agreement. For its part, the Employer agrees not to lock out employees during the life of this Agreement.

ARTICLE 20 - GRIEVANCE AND ARBITRATION PROCEDURES

20.1 For purposes of this Agreement, a "grievance" is defined as a dispute between an employee or the Union and the Employer as to the interpretation, application, or violation of the terms of this Agreement, and shall be processed in accordance with this Article. Grievances must be presented as soon as practicable, but in no event later than thirty (30) calendar days after the occurrence on which the grievance is based. Failure to submit the grievance within such period shall constitute a bar to further action. The act or omission "occurs" on the date the employee or the Union has knowledge thereof, or with reasonable diligence should have had such knowledge.

20.2 There are two types of grievances which shall be processed as follows:

20.2.1 Employee Grievances. An aggrieved employee ("grievant") must present his grievance pursuant to the steps set forth in Section 20.4 below. In presenting his grievance, the grievant shall specify the section or sections of the contract in dispute and shall inform his immediate supervisor that a grievance is being presented.

20.2.2 Union Grievances. The Union may present its grievance in writing directly to the Employer at Step 3. This procedure shall not be used to circumvent Steps 1 and 2 in cases where the acts or omissions of the employee's immediate supervisor are in dispute in the grievance.

20.3 If a grievant does not process the grievance at any step within the time limits set forth in this Article or the Union does not invoke arbitration within the time frame set forth in this Article, and if this provision is not waived by mutual written agreement between the Employer and the Union, the grievance shall be deemed barred.

20.4 The following steps shall be followed for resolution of employee grievances. The employee shall have the right to Union representation at each step of the grievance procedure. Therefore, at each step the word "grievant" shall mean the employee presenting the grievance, the Union acting on his behalf, or both:

Step 1. A grievance must first be taken up verbally by the grievant and his immediate supervisor. No grievance shall be considered presented unless it is specifically identified as a "grievance" and is presented within the time permitted in Article 20.1.

Step 2. If no settlement is reached between the grievant and his immediate supervisor within seven (7) calendar days after presentment of the grievance to the immediate supervisor at Step 1, the grievant shall have seven (7) calendar days to reduce his grievance to writing on the negotiated grievance form (see Appendix E to this Agreement) and to present it to the immediate supervisor.

Step 3. If no settlement is reached by the grievant and his immediate supervisor within seven (7) calendar days after Step 2, the grievant shall have seven (7) calendar days to present the grievance to the Utility Manager. The Utility Manager may hold an informal hearing with the grievant, the shop steward or business agent and the employee's immediate supervisor if the Utility Manager believes that may be useful for resolution of the grievance.

Step 4. If no settlement is reached by the grievant and the Utility Manager within seven (7) calendar days after Step 3, the Union may demand arbitration. Such demand must be made by the Union within thirty (30) calendar days after the Utility Manager's decision.

20.5 If more than one grievant files the same or substantially similar grievances, they shall be consolidated and processed as one. One grievant, one employee representative and one business representative may be involved in any meetings with the Employer.

20.6 In the event that the Union demands arbitration of a grievance at Step 4, the parties shall have fourteen (14) calendar days to discuss the selection of an arbitrator. Should the parties fail to agree on an arbitrator within this fourteen (14) calendar day period, either party may request the U.S. Federal Mediation and Conciliation Service to provide a list of seven (7) qualified and approved arbitrators available in Alaska. Within fourteen (14) calendar days thereafter, the parties shall alternately strike one (1) name from the list of arbitrators until only one (1) name remains. That person shall serve as arbitrator unless he is unavailable, in which case the person whose name was stricken next to last shall serve, and so on, until an arbitrator is selected. The first strike shall be designated by coin toss.

20.7 A transcript of the arbitration hearing may be developed at the expense of the initiating party, unless agreed to be shared. Briefs may be submitted. The arbitrator shall render his decision within thirty (30) days after the hearing, or the receipt of briefs if either party wishes. The decision of the arbitrator shall be final and binding upon the parties, so long as it is consistent with this Agreement.

20.8 The arbitrator's function is to interpret the Agreement. The arbitrator shall consider only the particular issue(s) presented in writing by the Employer and the Union. 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 in dispute. The arbitrator shall have the power to return a grievant to employee status, with or without restoration of back pay, or to mitigate the penalty imposed by the Employer if the arbitrator concludes the penalty was too severe under all the facts and circumstances of the case.

20.9 If the Employer contends the grievance is time barred, that issue shall be resolved before the arbitrator hears facts or argument of the case on its merits. The arbitrator shall have the authority to rule on that issue immediately after the parties make their presentations.

20.10 Fees and expenses incident to the services of the arbitrator shall be borne entirely as designated by the arbitrator. The arbitrator shall assign such fees and expenses to the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable. 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.

ARTICLE 21 - GENERAL PROVISIONS

21.1 This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Alaska, and rules and regulations of governmental authorities. Should any provisions become unlawful by virtue of the above, or by declaration of any court of competent jurisdiction, such actions shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect through the life of this Agreement.

21.2 Any changes or amendments to this Agreement must be in writing and duly executed by the parties hereto.

21.3 Any and all agreements, written or oral, previously entered into between the parties hereto are in all things mutually canceled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding upon the Employer.

21.4 The parties hereto 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 or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties as to the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of any of the parties at the time they negotiated or signed this Agreement. 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.

21.5 All facilities operated by the Employer and the City of Nome are designated non-smoking areas and shall be observed as such.

ARTICLE 22 - DURATION

22.1 This Agreement shall become effective at 12:01 a.m. January 1, 2020, and shall continue in full force and effect through and including 11:59 p.m., December 31, 2022, and shall continue in full force and effect from year to year thereafter unless notice of desire to amend this Agreement is served by either party upon the other at least ninety (90) calendar days prior to the date of expiration. If notice to amend is given, negotiations should commence within thirty (30) calendar days following the date of the notice, and this Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon; provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of the date stated in the notice of termination, which dates shall not be earlier than the date of expiration, and shall be at least ten (10) calendar days subsequent to the giving of such notice to terminate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this _____ day of _____, 2020.

NOME JOINT UTILITY SYSTEM

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS UNION, LOCAL NO. 1547

By: _____
John K. Handeland
General Manager/Chief Operating Officer

By: _____
Mike Hodsdon, Business Manager
IBEW Local No. 1547

By: _____
Knut Anderson, President
IBEW Local No. 1547

By: _____
Bob Clay, Business Agent
IBEW Local No. 1547

By: _____
David Ojanen, Negotiating Team Member
Shop Steward

**APPROVED BY
NOME JOINT UTILITY BOARD
RESOLUTION 20-06**

**RATIFIED BY
NOME COMMON COUNCIL
CITY OF NOME
RESOLUTION R-20-02-02**

APPENDIX A

WAGE SCHEDULES:

A.1 Wage Schedule. The minimum wage rates for any employee hired during the Effective Dates of this Agreement are as follows:

NEW EMPLOYEES		* HOURLY RATE OF PAY - Effective as of:		
JOB CLASSIFICATION	%	1/1/2020	1/1/2021	1/1/2022
Lineman	100%	\$ 40.00	\$ 40.80	\$ 41.62
Wireman	100%	\$ 40.00	\$ 40.80	\$ 41.62
Line Foreman	110%	\$ 44.00	\$ 44.88	\$ 45.78
Seasonal Help		\$ 26.00	\$ 26.52	\$ 27.05

The employee group elected to route \$0.50 / hour to Employee Retirement. See Appendix C.

A.2 Current Employees (100%). Each current employee shall receive additional pay as a cost-of-living allowance, calculated on the base hourly rate of pay applicable to each such employee. The cost-of-living adjustments shall be as follows:

As of January 1, 2020	Three percent (3.0%)
As of January 1, 2021	Two percent (2.0%)
As of January 1, 2022	Two percent (2.0%)

An employee hired before the Effective Date of this Agreement (prior to January 1, 2002) who accrued "longevity pay" under previous contracts shall have "longevity pay" included in the affected employee's base rate of pay.

A.3

Apprentices

1st 1000 Hours (0-1000).....	50%	5th 1000 Hours (4001-5000).....	70%
2nd 1000 Hours (1001-2000).....	55%	6th 1000 Hours (5001-6000).....	80%
3rd 1000 Hours (2001-3000).....	60%	7th 1000 Hours (6001-7000).....	85%
4th 1000 Hours (3001-4000).....	65%	8th 1000 Hours (7001 until J/M ticket)..	90%

A.4

Temporary Classification

Line Foreman.)	Wage scale as in IBEW/NECA Construction
Lineman.....)	Agreement

The temporary construction classifications shall receive the wage and overtime rates as set forth in the NECA/IBEW Inside/Outside Agreement, as amended. In addition, the Employer shall pay for the employee's account, the health and welfare benefits specified in said NECA agreements, excluding seasonal help. Temporary classifications shall also participate in legal fund, pension plan, money purchase plan, apprentice contribution and National Electrical Benefit Fund as outlined in said Agreement.

APPENDIX B

EMPLOYEE MEDICAL INSURANCE PLAN:

B.1 Group Insurance Plan. Effective December 1, 2004, the Union will enroll employees in the Union's Flexible Benefit Plan program of the employee's individual choosing. The Employer agrees to support a plan of the Alaska Electrical Group Insurance Policy and to make payments as requested by the trust officer of the plan, provided, however, if the cost of that plan per covered employee per month exceeds the amount specified below, the employee shall pay the amount by which the monthly cost exceeds that amount ("the cap"). The parties may change the coverage provided hereunder from time to time in order to maximize benefits to covered employees and/or to minimize Employer and employee contributions, if any, thereto:

<u>Effective as of</u>	<u>Cap</u>
1/1/20	\$2,132
1/1/21	\$2,239
1/1/22	\$2,340

APPENDIX C

EMPLOYEE RETIREMENT, LEGAL ASSISTANCE and MANPOWER TRAINING FUNDS:

C.1 Retirement Plan. The Employer agrees to continue to support the Pension Plan and will make a contribution for each compensable hour accredited to regular and “dispatched” temporary personnel as follows:

Effective as of	* Employer Contribution	** Employee Contribution	Total Contribution
1/1/2020	\$8.50	\$0.50	\$9.00
1/1/2021	no change	no change	no change
1/1/2022	no change	no change	no change

* The employer increased its contribution from \$7.10 / hr to \$8.50 / hr to offset the elimination of doubletime previously in Article 10 and Article 11.

**The employee group elected to route \$0.50 / hour from their annual wage increase to their Employee Retirement starting in 2020. See Appendix A.

[Note: Employees opted to redirect \$0.80 from wages into pension effective 1/1/08.]

Annual leave, sick leave, holiday pay, jury duty pay, etc shall be considered compensable hours when applied towards a normal 40-hour work week. Cash-outs of annual leave and leave payouts at termination are not considered compensable hours for the purpose of applying benefits and union dues.

Seasonal workers are exempt. Contributions to the Alaska Electrical Trust Fund for apprentices indentured after February 5, 2001 shall be made using the same percentage of the Employer contribution as is used to determine their hourly wage.

C.2 Legal Assistance Fund. The Employer agrees to contribute to the support of an employee legal assistance fund in the amount of Fifteen Cents (\$.15) per hour worked by regular and “dispatched” temporary personnel. Seasonal workers are exempt. The Employer agrees to make contributions monthly on forms provided to the Employer by the Union.

C.3 Apprentice and Manpower Training Fund. The Employer will forward monthly to the Apprentice and Manpower Training Fund an amount equal to twenty cents (\$.20) per hour for each hour worked by regular employees employed under the terms of this agreement. Seasonal workers are exempt.

APPENDIX D

The following special provisions are incorporated in the Agreement:

SAFETY AND WORK RULES

D.1 No regular employee covered by this Agreement shall, as a result of inclement weather, be caused to lose any pay, provided they report for work in the regular manner contained herein. If due to inclement weather, employees are unable to perform their regular work, they shall, at the option of the Utility Manager, perform miscellaneous work as directed.

D.2

(a) Journeyman linemen shall be required to furnish body belt, hooks, safety strap, and belt tools only. Groundmen and first-year apprentices shall not furnish tools. Second, third, and fourth-year apprentices shall furnish the same tools as a journeyman lineman.

(b) Employer shall provide a safe storage place or places for workmen's tools and shall assume responsibility for them while in storage.

(c) All workmen shall put away all tools and equipment of the Employer and the employee, and shall be allowed reasonable time before quitting time to accomplish the same.

(d) To comply with OSHA regulations, Employer shall provide adequate Fire Resistant Clothing (FR) to employees consisting of one each: rain gear, heavy jacket, light jacket, coveralls and 7 each miscellaneous items consisting of shirts and pants.

After initial issue of all FR clothing to identified personnel, individual clothing replacement will be conducted on an "as needed" basis as determined by the Foreman.

Employees will be required to wear these provided items during normal business hours. Employer provided clothing will be used exclusively for NJUS business.

Regular cleaning and maintenance of Employer-furnished clothing will be the employee's responsibility.

D.3 When an employee is temporarily required to perform electrical work of another classification, the employee shall be compensated at the higher rate for actual hours worked in the higher classification to the nearest one-half hour.

D.4 Employees shall be paid the applicable wage rate for time consumed in traveling.

D.5 The Employer shall provide transportation during working hours to workmen traveling from shop to shop, job to job, or job to shop. Manhaul transportation shall be safe and lawful, with men seated, the cab heated for seasonal comfort, and the workmen protected from the elements, when Employer does not elect to return regular line equipment each day.

D.6 No vehicle shall be leased by the Employer which is owned by a member of the IBEW working at the trade.

D.7 Adequate shelter shall be provided for the men by the Employer in which to dry their clothes and eat their lunches.

D.8 The Employer agrees that only employees covered by this Agreement shall handle materials from the warehouse to its ultimate use. The warehouseman shall be responsible for receiving and expediting material for use by other employees. He shall also be responsible for placing requisitions for material and maintaining warehouse inventory.

D.9 The applicable electrical safety code which has been adopted by the State of Alaska and any duly adopted amendments thereto, or substitution therefore, is hereby adopted by the parties as the minimum standards of safety to be met in the implementation of this Agreement and in the assignment of and discharge of work by employees covered herein.

D.10 The workman himself shall be the judge as to whether or not weather or other conditions are suitable for the performance of hazardous work.

D.11 Authority for orders to workmen shall be delegated in the following manner: manager or his designee to foreman; foreman to journeyman and apprentices. Foreman shall not give lay-out orders to anyone other than a journeyman.

D.12

(a) When the Employer employs workmen, he shall have one workman classified as foreman.

(b) On jobs having a foreman, employees are not to take directions or orders to accept the lay-out of any job from anyone except the foreman.

(c) No foreman shall, at the same time, perform or supervise work on more than one crew.

(d) It shall be the duty of the foreman to see to the safety of the employees on his crew, and also the safety of the public.

(e) When two journeyman linemen are employed and not under the supervision of a non-working foreman, one shall be designated working foreman. This section is not to include any emergency type work that can be handled by a two-man crew, service wagon, or snow removal crew.

D.13

(a) Journeymen, when directing work of other employees, shall receive the foreman's rate of pay.

(b) When a crew consists of four journeyman linemen, one shall be designated as foreman and shall not work with the tools.

D.14

(a) When framing poles or structures, including the installation of cross arms and hardware, the ratio of one apprentice to each journeyman lineman shall not be exceeded.

(b) The framing and erecting of poles, making, installing and pulling of guys, and assembling and erecting of fixtures shall be done by linemen and apprentices.

(c) Where holes are dug by a mechanical digger, the crew shall consist of two linemen. When poles exceeding 40 feet are dropped in holes, at least one additional workman shall be included.

(d) Apprentices shall work under the supervision of linemen and shall assist linemen as directed.

(e) The assembly of steel in the steel yard or on the job shall be done by linemen. The laying of steel for assembling may be done by apprentices.

(f) The erection of towers shall be done by regularly constituted line crews consisting of foreman, linemen, and apprentices.

D.15 Employees covered by this Agreement shall do all electrical construction, installation or erection work and all maintenance thereon. This shall include any and all temporary line work and shall also include such work as fabrication of steel, wood, concrete, or other supports when used to support electrical wiring or equipment, and the operation of all the Employer's equipment relating to the work and maintenance as described in this section.

D.16 Linemen shall not be required to work on wires or cable when the difference in potential is over 300 volts between any two conductors or between any conductor and ground, unless assisted by another journeyman. Any work performed over 5,000 volts shall be performed by hot stick.

D.17 All indentured apprentices shall be trained under the Alaska Electrical Industry Apprenticeship standards set up under the Bureau of Apprenticeship, U.S. Department of Labor.

D.18

(a) There shall be mechanical grounding equipment and a pair of switch sticks available to workmen at all times.

(b) Workmen will not ride in the back of line trucks.

D.19 The Employer will keep and maintain fully equipped standard first aid kits for use of employees.

D.20 Men whose injuries require the use of a stretcher or ambulance shall be accompanied to the hospital by an attendant other than the driver.

D.21 Immediate transportation must be provided for seriously injured men, and such transportation must have precedence over all other transportation under the control of the Employer where the accident occurs.

D.22 It shall not be considered a violation of this Agreement where men refuse to work under unsafe conditions, with unsafe equipment, or where adequate safeguards are not provided.

D.23 Failure of an employee to abide by all posted safety rules or to report all job-incurred accidents shall be considered sufficient cause for dismissal.

D.24 All ladders and other tools and equipment provided by the Employer must be kept in good repair.

D.25 Safety education meetings shall be held on a weekly basis for approximately one hour. Alternate or additional meeting periods may be scheduled, as required, by joint agreement between labor and management.

D.26 Notwithstanding Article 14.2 of this Agreement, if an employee is required to work on a non-floating holiday, the employee shall be compensated at one and one-half times his regular rate of pay for all such holiday hours worked, and shall receive holiday pay in addition thereto.

D.27 In addition FR clothing, the employer will annually provide hand tools, gear and gloves to each regular employee up to a value of \$500.

APPENDIX E

Negotiated Grievance Form

STEP-TWO: (To be completed by Grievant) Date: _____

Name: _____ Position: _____

Department: _____ Supervisor: _____

Describe Grievance: _____

Date STEP ONE Grievance Filed/Discussed: _____

Date Grievance Incident Occurred: _____

Contract Article & Section Alleged Violated: _____

Remedy Desired: _____

Union Steward (Optional): _____

Employee Signature

APPENDIX F

SUBSTANCE ABUSE PROGRAM

In accordance with Article 18 of the Collective Bargaining Agreement between the Nome Joint Utility System and the International Brotherhood of Electrical Workers Union (IBEW), Local 1547, the parties hereby agree to the following Substance Abuse Program:

F.1 Testing Objectives:

(a) Prohibited Substances: A drug is defined as any substance which may impair mental or motor function including but not limited to illegal drugs, controlled substances, designer drugs, synthetic drugs and look-alike drugs. Alcohol is defined as any beverage or substance containing an alcohol. (See addendum "A" for guidelines.)

(b) Legal Drugs: The use of drugs which are lawfully obtained and properly used shall be permitted provided their use does not interfere with the individual's proper and safe work performance.

(c) Management will be responsible for all costs incurred for testing done at their request.

(d) Management will be responsible to provide training of their supervision in problems of substance abuse and to maintain a level of on-going training to enable their supervision to recognize impairment and conditions indicating potential substance abuse.

F.2 Procedure for Pre-Hire Screening:

(a) Employer will notify Union three (3) days in advance of manpower requirements. The Union will send potential employees to the pre-approved clinic/hospital laboratory to be tested, whose test results (pass or fail only) will be given to the Union. Passing the test will result in a dispatch to the requesting contractor. A copy of the passed laboratory report identifying the individual will be sent to the employer.

(b) When three day advance notice is not practical, employees may be dispatched as probationary employees. The employees would be tested at a pre-approved clinic/hospital with the first day of employment. If the test results are positive, the employee would be subject to immediate termination.

(c) Employers who wish to test will be required to make arrangements for paying the pre-approved testing facility for all tests administered on potential employees.

(d) Testing shall be permitted only if all employees, including bargaining unit and non-bargaining unit personnel, are treated equally. Failure of management to adhere to this requirement will be grounds to cease testing for all employees. Upon request, the Employer will provide evidence of testing on non-bargaining personnel.

F.3 Probable Suspicion of Impairment/Accident Involvement:

(a) Probable suspicion means suspicion based on specific personal observations that the Employer representative can describe concerning the appearance, behavior, speech or breath odor of the employee. Probable suspicion must be documented at or near the time of the observation. Observation must be witnessed by two (2) individuals, one of who must be a

supervisor that has actually observed the employee's behavior. Being in an accident or causing an accident may be sufficient to establish probable suspicion.

(b) Employees must report to the testing facility the use of medically authorized drugs and any over-the-counter drugs taken prior to testing.

(c) An employee consenting to the testing will be transported to the testing laboratory by management. After the test is completed, the employee will be transported back to his/her residence.

(d) If the test results are negative, the employee will immediately be reinstated in his/her previous position, will receive full back pay based on a regular work schedule, and no further action will be taken.

(e) Should the test results be positive, the Employer may terminate the employee without pay except for actual time worked on the day that the test was conducted. Employees have the right to obtain test results from the testing facility.

(f) Under no circumstances will either the Employer or the Union be informed beyond a negative or positive outcome of any testing conducted.

F.4 Consent and Transportation Procedures:

(a) Employer shall inform employee that he/she has been observed, as per Section F.3(a), that he/she appears impaired/or has been involved in an industrial accident, and will be required to submit to a drug/alcohol test.

(b) Give employee(s) copy of impaired behavior report and/or a copy of the accident report indicating employee(s) involvement in the reportable on-the-job accident as per Section F.3(a). Explain that because of the observation or report of employee's behavior, it is necessary to verify the employee's physical capability at that point in time. Ask the employee whether he/she is aware of any medical condition which may cause the behavior or if he/she has been taking any prescription or non-prescription medication which may impair safe and/or efficient job performance.

(c) Complete a consent form. In each and every case, read the form to the employee prior to obtaining the employee's signature authorizing the exam/test and release of medical condition and any test results. No changes are to be made on the consent form. Both the observing witnesses shall complete the Impaired Behavior Report form. In completing the form, the witnesses shall be as accurate and detailed as possible, recording their observations of the employee's behavior which led to their decision to require an exam/test. The witnesses shall state what they actually observed, but refrain from making statements about possible causes of the behavior or making judgmental conclusions.

If the employee refuses to promptly take the exam/test or sign a consent form:

1. Make it clear to the employee that the rest to sign the form and take the exam/test is a direct order.
2. Ask the employee if he/she understands the order. (If the employee responds that he/she does not understand the order, explain your order again.)

3. Explain to the employee that failure to comply with the order constitutes insubordination which will result in termination.
4. Issue a second direct order to sign the form and take the exam/test.
5. If the employee refuses, inform the employee that he/she will be terminated.

(d) The Employer shall arrange for transportation and accompany the employee to the exam/test site. Employer shall notify the Union that the employee is being transported for an exam/test, unless waived by the employee, and shall transport the employee to the exam/test site. Upon arrival, the Employer will complete the necessary form(s). The employee will be tested by laboratory personnel or physician. At the conclusion of the examination and test(s), Employer shall transport the employee in accordance with Section F.3(c).

F.5 Type of Test

(a) All alcohol testing to utilize the alcohol dehydrogenase method indicating impairment.

(b) Drug testing is to be initially conducted by the EMIT test. There shall be no blood testing.

(c) All positive EMIT/ADH tests will be verified by a GC/MS (Gas Chromatography/Mass Spectrophotometry) test. Disciplinary action against an employee may only be taken if the GC/MS is positive at a level exceeding the levels in the Federal Regulation issued by the Department of Health and Human Resources/Department of Transportation. Any changes in the Federal Regulations would be re-negotiated prior to inclusion.

F.6 Testing, Procedural Safeguards:

(a) The Employer and the Union will select the laboratory and follow the testing procedures that will meet the DHSS guidelines for testing and chain of custody and will provide quality control procedures, and assure the maximum in confidentiality.

(b) In the event of positive test results, the employee may request, within ten (10) days, a sample of his/her urine specimen from the medical facility for the purpose of re-testing at a qualified drug testing laboratory. Chain of custody for this sample shall be maintained between management and the employee's designated qualified laboratory. Re-testing shall be performed at employee's expense. In the event of conflicting results, the employer may require a third (3rd) test. Should the results of this test be positive, the employee may be terminated. In the event of negative test results on the re-tests, the employer shall pay for the re-tests and any lost straight time wages.

(c) An employee shall have the right to use the grievance/arbitration system to challenge any aspect of the testing procedures.

(d) Any employee who successfully challenges a positive result shall be reimbursed for the costs associated with challenging the test.

(e) The Employer and the Union reserve the right to require additional safeguards that serve the best interest of the employee or the Program, subject to mutual agreement.

The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities that may arise out of the Employer's application of the Substance Abuse Program. The Substance Abuse Program shall be subject to annual review by a Labor/Management Committee.

GENERAL ALCOHOL AND/OR DRUG SCREEN
PERFORMANCE IMPAIRMENT EXAM CONSENT

Employee Name: _____

Date: _____

Name of Management Representative

Requesting Exam: _____

Name of Management Representative

Accompanying Employee: _____

Medical Consent: I, _____, consent to the collection of urine samples by the hospital/laboratory staff as requested by the Employer to determine the presence of alcohol and/or drugs, if any.

Authorization to Release Information: I, _____, authorize the hospital/laboratory to release a statement that the EMIT/GC-MS test result is positive or negative to my Employer/Union.

I understand that my alteration of this consent form, refusal to consent or cooperate fully with the collection of urine samples or my refusal to authorize the release of the results to my Employer/Union constitutes insubordination and is grounds for termination.

I also understand that a positive result on the tests may be grounds for termination.

Employee's Signature

Date

Management Representative's Signature

Date

Management Representative's Printed Name

IMPAIRED BEHAVIOR REPORT FORM

When requesting a Performance Impairment Exam, the Management Representative must complete this form and attach it to the "Consent Form." Please describe the behavior or reported behavior that causes you to suspect _____ is impaired.

Speech

Dexterity

Standing/

Walking

Judgment/

Decision-

making

Appearance

(eyes,

clothing,

etc.)

Supervisor

(Use reverse side if additional space is required to record behaviors in areas outlined above.)

ADDENDUM "A"		
URINE DRUGS OF ABUSE THRESHOLDS		
	Screening Cutoff	Confirmatory Threshold
Alcohol - (Ethanol)	0.03 g/dl	0.3 g/dl
Amphetamines - Amphetamine Methamphetamine	1000 ng/ml	500 ng/ml
Barbiturates- *Butalbital *Phenobarbital Secobarbital	300 ng/ml 1000 ng/ml 1000-3000 ng/ml 300 ng/ml	300 ng/ml
Benzodiazepines- *Chlordiazepoxide *Diazepam Oxazepam	300 ng/ml 3000 ng/ml 2000 ng/ml 300 ng/ml	200 ng/ml
THC (Marijuana)	100 ng/ml	15 ng/ml
Cocaine Metabolite- Benzoylecgonine	300 ng/ml	150 ng/ml
Methadone	300 ng/ml	100 ng/ml
Methaqualone	300 ng/ml	300 ng/ml
Opiates- Codeine Morphine	1000 ng/ml 300 ng/ml	300 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	100 ng/ml
* Starred items cannot be detected at the lower recommended level. They first show up at the higher defined level due to the current sensitivity of the testing procedures.		