

INSIDE AGREEMENT

ALASKA ELECTRICAL
CONSTRUCTION

BETWEEN

LOCAL UNION 1547
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS



AND

ALASKA CHAPTER
NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION

Serving Alaska Since Before Statehood



Effective **November 1, 2022** through **April 30, 2026**

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INSIDE AGREEMENT

Agreement by and between the Alaska Chapter, National Electrical Contractors Association and Local Union 1547, International Brotherhood of Electrical Workers. It shall apply to all firms who sign a Letter of Assent to be bound by this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the Alaska Chapter, National Electrical Contractors Association, and the term "Union" shall mean Local Union 1547, International Brotherhood of Electrical Workers. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the electrical and communications industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by the continuous peace and by adjusting any differences by rational, common-sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

EFFECTIVE DATE, CHANGES, TERMS OF THE AGREEMENT

Section 1.01 Term of the Agreement

This Agreement shall take effect **November 1, 2022 and shall remain in effect until April 30, 2026**, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from **May 1** through **April 30** of each year, unless changed or terminated in the way later provided herein.

Section 1.02 Notice Procedures

- (a) Either party desiring to change or terminate this Agreement must notify the other in writing at least ninety (90) days prior to **April 30, 2026**, the anniversary date of the Agreement.
- (b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

- (c) The existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
- (d) In the event that either party has given a timely notice of proposed changes and an agreement has not been reached by the anniversary date to renew, modify, or extend this Agreement or to submit the unresolved issues to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication, either party may serve the other a ten (10) day written notice terminating this Agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.
- (e) By mutual agreement only, the parties may jointly submit the unresolved issues to the Council of Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decision shall be final and binding on all parties hereto.

Section 1.03 In-term Amendment or Modification

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW, and the National Office of NECA for approval, the same as this Agreement.

Section 1.04 Grievances -- Disputes

During the term of this Agreement, there shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

Section 1.05 Labor-Management Committee (LMC)

There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employer; the employees of the Local Union and NECA will not be eligible to sit on the Labor-Management Committee. The Labor-Management Committee shall meet regularly at such stated times as it may decide. However, it shall also meet within fourteen (14) days when notice is given by either party. It shall select its own Chairman and Secretary. Failure by either party to meet within the fourteen (14) day period, except by mutual agreement, shall result in a decision against the absent party by default.

Section 1.06 Time Limits to Grieve

All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. The aggrieved employee shall have fifteen (15) days after the alleged occurrence takes place to file a grievance. The job steward and/or the Union representative will meet with the Employer within two (2) working days to resolve the grievance. In the event that these two (2) parties are unable to adjust any matter within two (2) working days, they shall refer the same to the Labor-Management Committee.

Section 1.07 LMC Procedures

All matters coming before the Labor-Management Committee shall be decided by majority vote. Four (4) members of the Committee, two (2) from each of the parties hereto, shall be a quorum for the transaction of business; each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting. The Labor-Management Committee will meet within fourteen (14) days after the grievance has been referred to them for adjudication. Failure to meet within fourteen (14) days will result in a decision by default against the party that refuses or fails to meet.

Section 1.08 Council on Industrial Relations

Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decision shall be final and binding on both parties hereto.

Section 1.09 Status Quo

When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions or conditions prevailing prior to the time such matter arose shall not be changed or abrogated until an agreement has been reached or a ruling has been made.

Section 1.10 CIR Authority

The Council shall have no power to add to, subtract from, or modify any of the terms of this Agreement or any supplementary agreement, or to rule on any matter except while this Agreement is in full force and effect between the parties.

ARTICLE II

EMPLOYER-UNION RIGHTS

Section 2.01 Recognition

The Employer recognizes the Union as sole and exclusive representative for all employees covered by this Agreement.

Section 2.02 Employer/Employee Changes

No member of Local Union 1547, while they remain a member of such local and subject to employment by Employers operating under this Agreement, shall become a contractor for the performance of any electrical work. Rotating from one category to another as the occasion arises shall not be permitted. Circumventing the intent of this section shall not be permitted by the pretense of ownership of the business by an immediate member of the family.

Section 2.03 Qualifications of Employer

Certain qualifications, knowledge, experience and responsibility are required of everyone desiring to be an Employer in the electrical industry. Therefore, any Employer who contracts for electrical work must be a person, firm, or corporation having these qualifications and financial status to meet weekly payrolls. In addition, they must have a financial status to meet monthly contribution requirements to the Alaska Electrical Health and Welfare, Pension, Legal, Apprenticeship and Manpower Training Trusts, National Electrical Benefit Fund, National Electrical Industry Fund, and weekly deductions to **Nuvision Federal Credit Union**. They must also be in possession of a valid state license as an electrical contractor whose principal business is electrical contracting. The Union will immediately notify the Secretary/Treasurer of the Alaska Employee's Benefit Board, on a form provided by the Board, of any new Employer or any Employer who finishes a job and no longer has employees covered by the collective bargaining agreement.

Section 2.04 Employer Work Prohibition

The Employer shall be a full-time managerial capacity, qualified by virtue of experience and knowledge to manage the electrical construction department and shall not perform manual electrical work except to make emergency repairs involving hazard to life and property.

Section 2.05 Employer Business Requirement

The Employer shall maintain a permanent place of business with a business

telephone and be open to the public during normal business hours. This place of business shall not be primarily a domestic establishment.

Section 2.06 Certificate of Insurance

The Employer will furnish the Union with a Certificate of Insurance for workers' compensation and liability insurance, and public liability and property damage insurance. The Union will also be notified of any changes in the policy during the term of the policy.

Section 2.07 Accidental Death Insurance

The Employer shall provide accidental death insurance coverage for each employee while traveling for the Employer by any type of licensed commercial transportation in the amount of \$100,000.00 and, in the event of the employee's accidental death, payable to their estate. The Employer will furnish the Union proof of coverage before persons are dispatched. The Employer will also furnish a subsequent copy of transportation insurance to the Union, upon demand. The Employer will be required to have their Insurance Company notify the Union thirty (30) days prior to the expiration or cancellation of the accidental death insurance.

Section 2.08 Employer Vehicle Identification

All Employer's vehicles, operated in connection with work performed under this Agreement, shall be clearly marked with a sign showing the contractor's company name.

Section 2.09 Employer Job Site Identification

Employer shall display adequate signs, clearly visible on buildings or job sites, showing the company name and state license number.

Section 2.10 Management Rights

- (a) The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing, and controlling the operation of all work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job-to-job within the Local Union's geographical jurisdiction, in determining the need and number as well as the persons who will act as foremen, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in

requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

- (b) In hiring employees, the Employer shall be the sole judge of the number of workers required. The Employer reserves the right to send into the area of work as many supervisors and engineers as it deems necessary to carry out the work covered by this Agreement, but they shall not perform any manual work.

Section 2.11 Posting Requirements

The Employer shall post a copy of all required insurance and bonds in each Employer's shop.

Section 2.12 Check Off Deductions and Care

- (a) The Employer agrees to deduct Union working dues from the wages of its employees and pay to the Union's Financial Secretary as designated by the Union in such amounts as is authorized in writing by the employee on a form furnished by the Union. The Employer agrees to make this deduction from each payroll period and furnish lists of names and amounts deducted with the check sent to the Union. The Union agrees that the Employer assumes no responsibility in connection with deduction of dues except that of care in forwarding the monies deducted. Reports shall be sent in monthly and shall be made by the fifteenth (15th) of the month following which dues deductions were made.
- (b) With **voluntary** written authorization by an employee on a form supplied by the Union, the Employer agrees to deduct **nine dollars (\$9.00)** per pay period from the employees' wages to be submitted to **IBEW Local 1547** for its **Political Action Fund**. This money will be sent in monthly with the dues and shall be made by the fifteenth (15th) of the month following which deduction was made.
- (c) Employees of delinquent Employers shall be notified immediately by the Local Union to have all voluntary deductions stopped. IBEW assumes no liability as a result of this notification requirement.
- (d) With written authorization by an employee on a form supplied by the Union, the Employer agrees to deduct an amount determined by the employee from the employee's wages to be submitted weekly to the **Nuvision** Federal Credit Union.

Section 2.13 Tools and Prefabrication Restriction

There shall be no restriction of tools or machinery simplifying work, such as pipe cutting machines, electric and pneumatic drills, electric hoists, and such other tools decided by the Employer and the Union. All such tools must be operated by a journeyman or an apprentice under the supervision of a journeyman. No prefabrication shall be done for a job except within the jurisdiction of the Union.

Section 2.14 Manpower Portability

Any "outside" firm doing electrical work within the jurisdiction of the Union shall not be allowed to bring in more than one (1) non-resident journeyman. When any complaint or dispute arises dealing with this question, any ruling made by the International Office shall be accepted and put into effect.

- (a) Transfers of up to four (4) journeymen from one (1) unit into another, within the State of Alaska, shall be accommodated. This provision shall be applied on a per project basis. The Employer shall notify the Local Union (using the form provided by the 9th District) prior to transferring **journey-level** employees into the Unit. **This provision will sunset at the expiration of the Agreement unless mutually agreed to extend.**

- (b) **For projects located off of the road system, there shall be no limit on the number of journey-level employees transferred from one unit to another unit, provided that the number of Group (Book) 1 applicants unemployed is less than the numbers defined below, to be applied per unit. This provision will sunset at the expiration of the Agreement unless mutually agreed to extend.**

Unit 101 – 35

Unit 102 – 20

Unit 103 – 5

Unit 104 – 3

Section 2.15 Foreman Requirement

When the Employer employs workers, it shall have one (1) journeyman classified as a foreman except, however; one (1) member of a firm, partnership, or corporation may act as a working foreman. The working member of a firm, partnership, or corporation shall be a qualified journeyman and shall comply with all the requirements of this Agreement. However, such working member

of the firm, partnership, or corporation shall not have any trust contributions made on their behalf, without a special agreement with the Trust.

Option: If the Employer is a corporation, it may employ minority shareholders with less than forty-nine percent (49%) stock ownership as long as they are treated as collectively bargained employees (i.e., Subject to all terms of this Agreement and subject to all statutory requirements such as workers' compensation and employment security taxes) for all of their hours of work subject to the collective bargaining agreement. No more than four (4) such minority shareholders may be employed at any one time.

The individual minority shareholders and the firm shall certify in writing that the minority shareholders are not involved in the day-to-day management functions of the business and shall indicate who the management person or persons are. Such management persons shall comply with Section 2.04. In addition, the firm shall certify that it is in compliance with Section 2.05 of this Agreement.

Section 2.16 Selection of Supervision

The Employer shall be the sole judge of a foreman's, senior foreman's, and general foreman's qualifications, selection, production, and termination.

Section 2.17 Chain of Command

Authority for orders to workers shall be delegated in the following manner: from a designated qualified Employer representative other than a foreman to general foreman or foreman; foreman to journeyman, journeyman to apprentices, where applicable. Foremen shall not give layout orders to anyone other than a journeyman, except when a foreman and an apprentice are assigned to work together on the job.

Section 2.18 Nondiscrimination/Notice of Employment Termination

- (a) In applying the above provisions, the Employer shall not discriminate against employees in regard to hire or tenure of employment by reason of Union membership provided; however, all workers, Union or otherwise, shall be classified and receive the wage scales as provided in this Agreement.
- (b) Whenever any employee is laid off, quits, or is discharged, the Employer shall notify the Union in writing within twenty-four (24) hours after the employee reaches the point of hire, stating the reasons for severance.

Section 2.19 Union Shop

All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth (8th) day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2.20 Shop Steward

One (1) or more working stewards may be appointed by the Union to represent the Union on the job at all times, subject to the supervision of the Union. The job steward shall be on the job and working each day of operation and shall not be transferred from that job or project without the concurrence of the Union. The Employer shall be informed of the names of the appointed stewards in writing and only such stewards will be accorded recognition by the Employer. The job steward shall be the last person terminated, provided they are qualified for the last work available. Circumvention of this Agreement by promoting journeymen to foreman in order to make the job steward the last journeyman will be considered a violation of this Agreement. The designated Union representative shall be consulted by the Employer prior to the job steward's termination. The steward shall be allowed to discuss grievances arising under this Agreement with the job supervisor during working hours without loss of compensation for such time spent in the pursuit of their steward duties. These duties shall include but not be limited to the taking of weekly reports of members employed, checking newly dispatched employees, caring for the tools and effects of any injured member, caring for the injured member in absence of an authorized first-aid man, notifying a Union representative of the injuries, and transmitting to the Union representative all complaints and grievances emanating from the job.

Section 2.21 Union Label

The policy of the Union is to promote the use of material and equipment manufactured, processed, or repaired under economically sound wages, hours, and working conditions by members of organized labor. The Employer agrees to use fixtures manufactured under conditions specified in the IBEW collective bargaining agreements so far as possible.

Section 2.22 Union Right to Discipline

The Union has the right to discipline its members for violation of its laws, rules, and agreements.

Section 2.23 Effect of Other Rules and Conditions

Only working conditions written into this Agreement shall be followed and observed by the parties to this Agreement.

Section 2.24 Picket Line

No part of this Agreement is to be interpreted as requiring members of the Union to work behind a picket line recognized by the Union and/or where a strike, lockout, or other conditions detrimental to the interest of the Union prevail, but no removal from behind picket lines shall take place until notice is given to the Employer. When this notice is given, workers shall put away all property of the Employer in a safe place provided by the Employer.

Section 2.25 Wildcat

The Union shall not be held responsible by the Employer for unauthorized or so-called "wildcat" strikes provided the Union uses every reasonable means to terminate the strike and cause strikers to return to work.

Section 2.26 Relation to Other IBEW Local Unions/Subletting Restrictions

- (a) The Union is part of the International Brotherhood of Electrical Workers and any violation or annulment by the Employer of the approved Agreement of this or any other local union of IBEW, other than violations of Section 2.26(b), will be sufficient cause for the cancellation of this Agreement by the local union after a finding has been made by the International President of IBEW that such violation or annulment has occurred.
- (b) The subletting, assigning, or transferring by the Employer of any work in connection with electrical work to any person, firm, or corporation not recognizing IBEW or one of its local unions as the collective bargaining representative of its employees on any electrical work in the jurisdiction of this or any other local union to be performed at the site of construction, alteration, painting, or repair of a building, structure, or other work will be deemed a material breach of this Agreement.
- (c) All charges of violations of Section 2.26(b) shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.
- (d) When an Employer sublets, assigns, or transfers any work in connection

with electrical work to more than one signatory employer on a single project, the second and subsequent sublet employers will utilize bargaining unit members in addition to any working owner to perform the work.

Section 2.27 Effect of Delinquent Tax and/or Benefit Payments

When the Employer does not pay the required taxes and contributions that will entitle its employees to the benefits of the Social Security, Federal Unemployment Insurance, State Compensation, NEBF, Alaska Pension Fund, Health and Welfare Fund, Legal Trust Fund, NEIF, NLMCC, LMCC, Liability Insurance, Apprentice and Manpower and Workers' Compensation, it will be cause for removal of Union members from the Employer after the facts have been determined by the International Office of the Union. However, at no time shall such Employer delinquency be permitted for a period in excess of sixty (60) days. Upon notice to the Union regarding such untimely payment, any Employer who remains delinquent for a period in excess of sixty (60) days, its employees shall be notified of the delinquency by the Union and they shall be required to cease work for the employer until such time as the Employer becomes current in its payment of the taxes and contributions required herein. Special exception to this sixty (60) day rule may be granted only by agreement of the Local Union, the delinquent Employer, and NECA.

Section 2.28 Pre-Job Conference

When requested by the Union and/or Employer in writing, a pre-job conference shall be mandatory. The purpose of the pre-job shall be to establish working rules and jurisdictional assignments. If the Employer fails to comply with this provision and the Union discovers that an alleged violation of work assignments exists, the matter shall be referred to the Labor-Management Grievance Committee for resolution. Pre-job conference will not be valid unless attended by both parties to the Agreement.

Section 2.29 Intentionally Left Blank

Section 2.30 Favored Nations Clause

The Union agrees that if during the life of this Agreement, it grants to any other Employer in the electrical contracting industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Section 2.31 Workmanship Requirement

- (a) Employees shall install all electrical work in accord with municipal rules, code requirements, and contract specifications in a safe and workmanlike manner. Workers employed under the terms of this Agreement shall do all electrical construction, installation or erection work and all electrical maintenance thereon, including the final running tests. This shall include the installation and maintenance of temporary wiring and the installation and maintenance of all electrical lighting, heating, and power equipment, also all installations and handling of electrical equipment and appliances.
- (b) The Employer will use workers employed under the terms of an IBEW/NECA Agreement for hauling all electrical material, tools, and equipment from the contractor's warehouse to the jobs, except when such material is shipped by common carrier.

Section 2.32 Discrimination

The parties mutually agree that neither Employer nor Union will discriminate against any person or persons of specific classifications in any way that violates state or federal law.

ARTICLE III

WAGES, HOURS, AND WORKING CONDITIONS

Section 3.01 Workday Requirements

- (a) The regular workday shall be from 8:00 a.m. to 5:00 p.m., if a one (1) hour lunch period is taken, or from 8:00 a.m. to 4:30 p.m. if a one-half (1/2) hour lunch period is taken. The lunch period may be taken between the hours of 11:00 a.m. and 1:00 p.m. and shall be either one-half (1/2) hour or one (1) hour for the entire crew. Should a particular job situation dictate, a flexible meal period of up to one (1) hour maximum, either before or after the normal lunch period, can be taken. During a pre-job conference, the Employer and the Union may establish an optional workday for day labor contracts with utilities according to the schedule in 3.01(b).
- (b) Optional workdays may be established by the employees with concurrence of the Employer, or if required by the General Contractor, in accordance with the following schedule. Once established, it shall not be changed for a period of fifteen (15) days. Overtime shall be applied to the

end of the shift.

6:00 a.m. to 2:30 p.m. if 1/2-hour lunch is taken
6:00 a.m. to 3:00 p.m. if 1-hour lunch is taken
7:00 a.m. to 3:30 p.m. if 1/2-hour lunch is taken
7:00 a.m. to 4:00 p.m. if 1-hour lunch is taken
7:30 a.m. to 4:00 p.m. if 1/2-hour lunch is taken
7:30 a.m. to 4:30 p.m. if 1-hour lunch is taken
8:00 a.m. to 4:30 p.m. if 1/2-hour lunch is taken
8:00 a.m. to 5:00 p.m. if 1-hour lunch is taken
8:30 a.m. to 5:00 p.m. if 1/2-hour lunch is taken
8:30 a.m. to 5:30 p.m. if 1-hour lunch is taken
9:00 a.m. to 5:30 p.m. if 1/2-hour lunch is taken
9:00 a.m. to 6:00 p.m. if 1-hour lunch is taken

- (c) When the workers are reasonably close to a location where a hot lunch is available at the regular lunch time and the crew elects to take one (1) hour for lunch, the Employer will not deny the employees the opportunity to have a hot lunch and will allow the use of the Employer's vehicles providing the employees travel on their own time.
- (d) The work week shall consist of five (5) days, Monday through Friday, inclusive, with the exception of the following schedule for four (4) ten (10) hour days (4 - 10s). With notification to the employees prior to the end of their work week, the Employer may schedule, with the consensus of the majority of the crew, a work week of four (4) consecutive ten (10) hour workdays between Monday and Friday within the standard starting times as stated in Article III, Sections 3.01(a) and (b) at the straight time rate of pay. Any work in excess of ten (10) hours on scheduled workdays shall be paid at double the straight time rate of pay. Time and one-half (1½) shall be paid on the first (10) hours worked on the fifth (5th) day of work. All other overtime will be paid at double the regular hourly rate. If the crew desires to make up a missed day due to inclement weather or holidays, and the Employer agrees, they will be allowed to do so within the five (5) days of Monday through Friday. Anyone not wishing to make up the day will not be required to do so.
- (e) On work outside the road system, the Employer shall be able to schedule a 7-10 work week with the first ten (10) hours on Saturday and Sunday paid at time and one-half (1½). This provision shall not apply to Kodiak, Juneau, Ketchikan, and Sitka. Work scheduled on the Sunday will be optional to the employee.

- (f) On alternative energy projects and maintenance, up to one (1) megawatt and outside the road system, all overtime shall be paid at one and one-half (1½) the straight time rate to include Sundays and holidays.

Section 3.02 Overtime Pay Rate

- (a) The ninth (9th) and tenth (10th) hour worked, Monday through Saturday, will be paid at time and one-half (1½) of the regular hourly rate. The first eight (8) hours, Saturday, will be worked at time and one-half (1½). All other overtime and hours worked Sunday and holidays will be paid at two (2) times the regular hourly rate.
- (b) Holidays, excluding Labor Day (as described in Section 3.04) worked on public works projects, as defined in Section 3.43, will be paid at time and one-half (1½) of the regular hourly rate.

Section 3.03 Equal Distribution of Overtime

The job foreman, with the assistance of the job steward, shall be held responsible for the equal distribution of overtime. However, the job steward or gang steward shall work all overtime when three (3) or more persons work overtime on the job they are assigned to when the overtime occurs.

Section 3.04 Holidays

All work performed on:

New Year's Day	<u>January 1, 2023</u> <u>January 1, 2024</u> <u>January 1, 2025</u> <u>January 1, 2026</u>
Presidents' Day	<u>February 20, 2023</u> <u>February 19, 2024</u> <u>February 17, 2025</u> <u>February 16, 2026</u>
Memorial Day	<u>May 29, 2023</u> <u>May 27, 2024</u> <u>May 26, 2025</u>
Independence Day	<u>July 4, 2023</u> <u>July 4, 2024</u>

July 4, 2025

Labor Day

September 4, 2023
September 2, 2024
September 1, 2025

Veterans Day

November 11, 2022
November 11, 2023
November 11, 2024
November 11, 2025

Thanksgiving Day

November 24, 2022
November 23, 2023
November 28, 2024
November 27, 2025

Christmas Day

December 25, 2022
December 25, 2023
December 25, 2024
December 25, 2025

shall be paid at double the regular hourly rate. When one (1) of the aforementioned holidays falls on Sunday, the following Monday shall be considered a legal holiday. Work performed on Labor Day shall be paid for at triple the regular hourly rate. In the event there is a conflict between the state and federal government on the observance of any of the above-listed holidays, the state observance date will prevail.

- (a) For crews working on utility day labor contracts, they shall observe the same holidays as are observed by employees of the utility for which they are working. The employees on per diem shall continue to receive per diem for the holidays observed by the utility but not listed above.
- (b) Notwithstanding any other provision, the Employer and the Union may agree to observe the holiday on a day other than the state observed holiday if it is more convenient to the Employer and employees.

Section 3.05 Employee Discretion

The individual worker shall be the sole judge as to whether or not they work on Sundays or holidays or high time on such days except to protect life and

property.

Section 3.06 Labor Day Work Prohibition

No work shall be performed on Labor Day except to protect life and property. Workers must have permission of the Business Manager to work on this date.

Section 3.07 Multiple Shifts

When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

The second shift (swing shift) shall consist of eight (8) consecutive hours worked between the hours of 4:30 p.m. and 1:00 a.m. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus ten percent (10%) for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 a.m. and 9:00 a.m. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus fifteen percent (15%) for all hours worked.

The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 a.m. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least a five (5) consecutive day duration unless mutually changed by the parties to this Agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no

requirement for a day shift when either the second or third shift is worked.

Section 3.08 Call Out and On-Call Minimum Pay

- (a) No employee covered by this Agreement shall be called to work outside of their regular shift for less than two (2) hours paid for at the rate of double the regular hourly rate.
- (b) **Employees who are on-call shall be paid one (1) hour of straight time rate for any portion of each eight (8) hours outside of their scheduled shift they are required to be on-call. When an employee is on call and paid as such, they shall be ready, able, and required to respond if/when called upon. Additionally, if called in to work while on-call, the employee shall be paid for all hours worked at the applicable rate of pay as specified above. ***

***Provision (b) shall not apply to employer use of a “phone tree”, “contact list”, or other such method of contacting employees for Call Out Minimum Pay subject to (a) above.**

Section 3.09 Meal Pay Requirements

When an employee is required to work more than two (2) hours prior to or immediately following the scheduled shift and/or scheduled workday, the employee shall be furnished a hot meal by the Employer on the Employer's time and every four (4) hours thereafter until relieved. The crew may elect to be paid forty dollars (\$40.00) in lieu of a hot meal on the Employer's time. To qualify for a scheduled shift or scheduled workday the schedule must be maintained for five (5) consecutive work days.

Section 3.10 Pre-shift Call Out and Ten-Hour Break Requirement

- (a) An employee called to work more than four (4) hours before starting time on the regular shift shall be paid the applicable overtime rate of pay for all time worked, including the regular shift, until such time as the employee has been relieved for ten (10) consecutive hours.
- (b) Any employee not having a ten (10) hour break between shifts shall be paid the overtime rate until such time as they receive a ten (10) hour break.
- (c) Any employee who does not receive a ten (10) hour break will not report for their next scheduled shift unless directed to do so by the Employer; however, an employee may report to work after their ten (10) hour break

providing there are four (4) or more hours remaining on their scheduled shift.

Section 3.11 Show-Up Pay/Pay for Partial Day

Any worker, after being hired and reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the prevailing rate of pay. Any workers who report to work and for whom work is provided shall receive not less than four (4) hours' pay, and if more than four (4) hours are worked in any one (1) day, they shall receive not less than a full day's pay, except as follows:

- (a) When it is through some fault of their own.
- (b) When they are notified by quitting time the day before.
- (c) When they report for work and the Employer determines that the weather is such that they cannot work, in which case they shall receive not less than two (2) hours' pay at prevailing rate of pay.
- (d) When the decision is left to the employees and the majority of the employees decide that the weather is such that they can work, they shall work no less than two (2) hours.
- (e) If the employees report to work and the majority decides that the weather is such that they cannot work, they shall receive no pay.
- (f) Service Work
- (g) When the decision not to work is beyond the control of the Employer, the employees shall receive no less than two hours pay at the applicable rate of pay, or actual hours worked, whichever is greater.

Section 3.12 Work in Higher Classification

When an employee is temporarily required to perform electrical work of a higher classification, the employee shall be paid the higher rate for actual time worked, to include any portion of an hour worked, in the higher classification.

Section 3.13 Required Tools

- (a) The required tool list for journeyman and apprentice wiremen shall be as follows:

- 1 side-cutting pliers, 9"
- 1 needle-nose pliers, 7"
- 2 channel-lock "pump" pliers
- 3 screwdrivers, 3", 4", 6"
- 2 Phillips-head screwdrivers, 3", 6"
- 1 adjustable crescent wrench, 8"
- 1 tool box
- 1 claw hammer
- 1 cold chisel, 3/4"
- 1 center punch
- 1 padlock with key
- 1 diagonal pliers, 6"
- 1 torpedo level
- 1 hacksaw
- 1 Allen wrench set, 1/2" maximum
- 1 Wiggy with continuity tester OR one (1) high impedance voltage tester (Fluke type 323, T5600, or equivalent)
- 1 wire strippers #16 awg thru #10 awg
- 1 tri-tap 6-32, 8-32, 10-32
- 1 tape measure English 1"x 25'
- 2 tool pouches with one (1) set belt & suspenders
- 1 nut driver set 3/16" thru 9/16"
- 1 knife or razor knife
- 1 non-ratcheting cable cutters (Klein #63050 or equal)

All other tools shall be furnished by the contractor.

- (b) Journeyman and apprentice technicians shall be required to furnish hand tools only--long nose and side cutters, pliers, screwdrivers, skinning tool, rule, small level, and six-inch or four-inch crescent wrench.
- (c) The Employer shall provide a safe storage place or places and shall assume responsibility for employee's tools, providing the employee presents their tools for storage in a securely locked box.
- (d) All workers shall put away all tools and equipment of the Employer's and employee's and shall be allowed sufficient time before quitting time on each shift to accomplish the same.

Section 3.14 Rubber Boots

The Employer, at no cost to the employee, shall furnish rubber boots whenever

necessary.

Section 3.15 Dry Shack

Adequate shelter shall be provided for employees by the Employer in which to dry their clothes and eat their lunches. These shelters will be heated and dry with tables, benches or chairs which are adequate for the crew size.

Section 3.16 Reporting Points/Transportation

When an Employer does not have a permanent shop, the Union Hall in the dispatching point of the Labor Market Area in which the job is located shall be designated the reporting point and considered its shop. Employees shall report at the shop at starting time, or reporting point in lieu of no permanent shop, to be picked up by the Employer at the starting time of their regular shift. Employees shall be transported to the job sites and returned to starting point at the Employer's expense. Travel time shall be paid for by the Employer at the applicable rate. All personal conveyances shall be left at the reporting point.

Section 3.17 Shop Report

When employees are ordered to report to the shop in the morning, they shall report at starting time and shall return to the shop **at the end of their shift.**

Section 3.18 Job Report

(a) Employers may request employees to report direct to jobs at starting time of their regular shift in a conveyance other than the Employer's and perform eight (8) hours of work, providing such jobs are at least one (1) week's duration and have a safe place and adequate provision for keeping the employees' tools. The employees shall be compensated for travel expenses to jobs with mileage measured from the union hall or designated dispatch point in the city or town where dispatched at the following rates:

0 - 25 miles*	No compensation
26 - 50 miles	<u>\$0.65</u> per mile, one way
0 - 50 road miles from the Anchorage Union Hall to a Northerly point along the existing Glenn and/or Parks Hwy.	No compensation.

No travel will be paid for work performed on Eielson AFB and Ft. Knox gold mine.

* For clarification purposes: when 26-50 miles are traveled, **sixty-five cents (\$0.65)** per mile will be paid for all miles traveled one way.

The mileage along the Parks Highway, from Anchorage, will be extended to 75 miles. Employers will be expected to assign workers from the Palmer and Wasilla areas to any jobs in this extended area. The intent of the parties is to make signatory contractors more competitive in this growing area by eliminating travel and per diem expense.

(b) Workers shall not be required to report to jobs where roads are not suitable for passenger vehicle travel. Ownership of an automobile shall not be a condition of employment at any shop or job.

Section 3.19 Other Job Locations/Mutual Agreement

Where job locations are not specifically covered in this Agreement and the Employer desires employees to report on the job at starting time, the parties to this Agreement shall arrive at the daily travel expense by mutual written agreement.

Section 3.20 Job Area Residents

The terms of Section 3.23 shall not apply to employees employed under the terms and conditions of this Agreement who are residents of towns in the immediate job area, but shall be subject to all other terms and conditions of the Agreement, including travel arrangements in Section 3.18, provided further, those employees who were dispatched as job area residents will receive the sixty cents (\$0.60) per mile, one way, measured from the main post office in the town where the job is located to the job site. Residents shall be defined as in Article VII of this Agreement.

Section 3.21 Transportation During Working Hours

The Employer shall provide transportation during working hours traveling from shop to job, job to job, or job to shop; manhaul transportation shall be in a suburban, panel type truck, or bus, safe and lawful, the workers seated, the vehicle heated for reasonable comfort, and the workers protected from the elements. No material which would jeopardize the safety of the workers shall be hauled in manhails while workers are riding in them. At no time shall employees ride in the back of an open pick-up or truck.

Section 3.22 Prohibited Use of Personal Vehicles

No worker shall use any vehicle to convey material or shop tools from shop to

job, job to job, or job to shop on their own or the Employer's time, unless such vehicle is owned or leased and maintained by the Employer and then only after satisfactory proof of such is established. No vehicle shall be leased by the Employer which is owned by a member of IBEW or their immediate family, if they are working at the trade.

Section 3.23 Per Diem and Expenses

- (a) Employees working outside a radius of fifty (50) direct road miles or areas inaccessible by road from the centers of Anchorage, Fairbanks, Juneau, Ketchikan, Homer, Kenai and Seward and outside of fifty (50) road miles from the Anchorage union hall to a northerly point along the existing Glenn and/or Parks Highway but within the labor market area, except as specified in Section 3.20, shall receive:
- (1) All actual expenses, such as car, boat, plane, or railroad fare, telephone and telegraph, when in conjunction with their employment.
 - (2) Board and lodging shall be paid by the Employer (sweeping of rooms and making beds shall not be a function of the occupant). For projects where camp facilities are provided, per diem may not be available. When camp facilities are provided, the workers shall report to the camp reporting point at the starting time and return to that point at quitting time. When per-diem applies, Employees shall receive **one hundred seventy-five dollars (\$175.00) per day, effective on projects bid on or after ratification of this agreement.**

When lodging only is provided by the employer:

(a)The employee shall receive not less than thirty-five percent (35%) of the then current per diem rate, or

(b)The employer may elect to reimburse receipt for meals in lieu of percentage of per diem.

If the employee reports to work and no work is provided by the Employer, the employee shall receive a per diem payment for that day. IBEW/NECA will hold pre-bid conferences on camp jobs, when requested for purposes of discussing per diem/camp alternatives. Pre-bid conferences must be mutually agreed upon.

- (b) Eielson Air Force Base is an exception to this section and is provided for elsewhere in the Agreement. The contractor may work any job shop to shop, regardless of distance from the shops, if the contractor so desires.
- (c) The Employer may transfer only one (1) employee for each job into each of the communities identified in Section 3.23(a) above unless all local applicants for employment on the Union out-of-work lists are unavailable or rejected by the Employer upon referral by the Union.
- (d) Employers who have established local shops, at least forty-five (45) days prior to the bid of a job or project, in any community within Alaska where they previously had none, will not be required to pay per diem or room and board to any employee on jobs within that community.
- (e) Employer to pay per diem only (no requirement to provide camp or room and board) for Kodiak and Valdez.

Section 3.24 Pay from Point of Hire

An employee, if available for work, is construed to be on the payroll once they leave the point of hire.

Section 3.25 Travel Pay

Employees shall be paid the applicable straight time wage rate for time consumed in travel or standing by for transportation, except that travel originating between the hours of 9:00 p.m. and 5:00 a.m. shall be paid at the regular applicable rate.

Section 3.26 Overnight Layover

Overnight layovers en route, or transportation by boat, where meals are furnished, shall be paid at the applicable straight time wage rate of pay for eight (8) hours per day or major fraction thereof.

Section 3.27 Travel Pay/Camp Jobs

- (a) All travel time from the campsite to the job site and return shall be on the Employer's time and the same type of transportation as stated in Section 3.21. In cold and inclement weather when workers are not taken to camp for lunch, the Employer will furnish a warm place to store and eat lunches.

- (b) Travel time, where applicable, on public work projects, as defined in Section 3.43, is eliminated.

Section 3.28 Transportation of Tools and Personal Effects/Valuation

- (a) Transportation costs for employee's tools and personal possessions from point of hire to the job site will be borne by the Employer. At the termination of the employee's assignment or season, tools and personal possessions will be transported back to the point of hire at the Employer's expense. In the event the employee is terminated for cause, the Employer will transport their tools and personal possessions to the point of hire. Transportation of tools and personal possessions will be assigned on the same carrier as used by the employee, or the employee will receive standby time at the rate of eight (8) hours per day at straight time rates until the tools and personal possessions arrive at the point of hire. Standby time will begin twenty-four (24) hours after the employee's arrival. Transportation costs for personal possessions which are borne by the Employer shall not exceed 100 pounds.
- (b) When the employee is transported to a job site or the point of hire by the Employer, the employee shall declare the value of their tools and personal possessions to the Employer and the carrier for the purpose of an equitable settlement by the Employer in lieu of further standby time in the event they are lost en route. The employee shall be instructed by the Union to make this declaration.

Section 3.29 Housing Requirements

There shall be no more than four (4) employees housed in a room and each employee shall be allowed approximately sixty (60) square feet of floor area. Each room shall have a door. Bedding and linen are to be furnished by the Employer. Only employees under the terms of this Agreement, and of the same gender, shall be housed together in rooms at camps.

Section 3.30 Lay Off While in Camp

Employees residing in camp when being laid off or discharged shall be notified and transported to the camp offices on the Employer's time so that they may properly clear camp by the end of the regular eight (8) hour shift. The Employer further agrees that after such clearance, the employee may make temporary arrangements for camp accommodations not exceeding three (3) days by paying the Employer in advance for such temporary arrangements; such payment shall not exceed the actual cost of such accommodations. An employee laid off, or who quits with two (2) weeks' notice, will not be charged

for room and board if conditions beyond their control prevent him from leaving camp.

Section 3.31 Bush Work Pay Guarantee

An employee **who is eligible to receive board and lodging or per diem under Section 3.23 and is working in a remote community without the ability to drive home, shall be guaranteed eight (8) hours per day, at the regular straight time rate, Monday thru Friday,** holidays excluded.

This provision will only apply when the decision to forgo work is not a result of the crew's decision.

Section 3.32 Movement of Employees/Right of Return/R&R Schedule

- (a) Employees who have been transported to the job site at the expense of the Employer may be transferred from one (1) job location to another within the Labor Market Area in the State of Alaska, providing that when an employee is laid off or discharged, transportation and travel time will be furnished to the point of hire.
- (b) Each Labor Market Area as defined in this Agreement shall be recognized as an economic area and source of manpower in the State of Alaska. When applicants are not available in the Labor Market Area of the work site, an Employer may elect to send employees from one (1) Labor Market into the Labor Market Area which has no applicants. The Employer shall furnish transportation and travel time. Should the employee be laid off or discharged, transportation and travel time shall be furnished to the point of hire. Before transferring employees into another Labor Market Area, the Employer shall notify the Union office in the Labor Market Area.
- (c) When a job extends into two (2) or more Labor Market Areas under jurisdiction of IBEW Local Union 1547, the Employer shall call for a joint meeting. Such request shall be in writing and directed to the respective Assistant Business Managers. The purpose of such meeting shall be to define the percentage of work involved in the respective Labor Market Areas. IBEW will provide workers based on the above percentage from their respective Labor Market Areas, where possible, to thus enable the Employer to continue with the same crew throughout the entire project. Furthermore, it is understood that when an employee requests R & R and work will not be available when they would normally return to the job site, they will be notified by the Employer of this condition and the Employer

shall not be required to pay return transportation to the job site.

- (d) Employees who have been continuously employed in the bush for a period of **thirty-five (35)** days shall be allowed **fourteen (14)** consecutive calendar days leave of absence, without pay, at the end of each **thirty-five (35)** day period. Should an employee request to work longer than **thirty-five (35)** days, and the Employer is agreeable, such employees may be allowed to stay for a longer duration. An employment position shall be held open for employees taking such leaves of absence provided the employees give the Employer at least two (2) calendar weeks' notice of their desire to leave. It is understood the Employer may not reasonably withhold permission for an employee to take leave of absence, and any postponement shall not exceed a period of two (2) weeks. Transportation from the job site to the employee's point of hire (Anchorage, Fairbanks, Juneau, or Ketchikan) and return to the job site shall be provided by the Employer. The employee shall not receive pay for the time spent in travel for such leave of absence. On the road system where board and lodging or per diem applies, employees who have been continuously employed, for a period of **fourty-nine (49)** days shall be allowed **fourteen (14)** consecutive calendar days leave of absence, without pay, at the end of each **fourty-nine (49)** day period. Should an employee request to work longer than **fourty-nine (49)** days, and the Employer is agreeable, such employees may be allowed to stay for a longer duration. The employer will not be required to pay for the time spent in travel for such leave of absence. An employment position shall be held open for employees taking such leave of absence provided the employee gives the Employer at least two (2) calendar weeks' notice of their desire to leave. It is understood the Employer may not reasonably withhold permission for an employee to take leave of absence, and any postponement shall not exceed a period of two (2) weeks.
- (e) Movement of Employees: Employees discharged for providing false information on an employment form required for a specialty call will not receive travel pay.

Section 3.33 Time Sheets

No journeyman or apprentice shall make out or turn in time cards other than their own, covering total hours worked on each job daily.

Section 3.34 Pay Day, Credit Union and Penalty Pay

- (a) Wages shall be paid weekly during the working hours on an established

payday not later in the week than Friday. If an employee is not paid on the established payday, the employee shall receive eight (8) hours' pay at the straight time rate for each twenty-four (24) hours or portion thereof until they receive it. Any employee not receiving their check shall immediately notify the foreman. Paychecks shall be cashed at face value and include hours worked straight time, time and one-half (1½), and double time. This section shall only apply on jobs within the twenty-five (25) mile area of the city in which the shop is located. On bush work where transmission of payroll information is a necessity before payroll checks can be mailed to the job site, proof of mailing within a reasonable time after the Employer received timecards shall be satisfactory evidence of the Employer's effort to comply with this section. Employees may arrange with the Employer to have checks deposited to a local depository, including electronic deposit. To the extent permitted by State or Federal law, the Employer shall have the right to mandate electronic deposit of payroll. Once payroll information has been transmitted to the bank, the Employer shall not be responsible for a penalty for a late paycheck due to an employee quitting. Employees will have the option to receive their final paycheck(s) electronically or subject to the requirements of section 3.35.

- (b) Upon presentation to the Employer of a form furnished by the Union and signed by the employee, a payroll deduction will be made and forwarded weekly to the **Nuvision Federal Credit Union** located at 440 E. 36th Ave., Anchorage, Alaska 99503-4136 to be deposited in the employee's account.
- (c) Weekly withholding statements shall include a record of the number of hours worked and the rate of pay and all withholding shall be separately identified. The Employer shall not withhold more than five (5) days' pay. Check stubs will be issued weekly and show year-to-date totals for wages, deductions, and hours. When requested by the employee, the Employer shall make a reasonable effort to provide the employee with an additional hard copy or electronic check stub within three (3) days of the established payday.
- (d) When an Employer has insufficient funds to cover its payroll and issues payroll checks that are not good, the employee shall receive eight (8) hours' pay at straight time rate for each twenty-four (24) hours or portion thereof from the date the check was due the employee until his/her check is covered for a period not to exceed sixty (60) days. Should checks not clear the bank through no fault of the Employer, such as a

bank mistake, the Employer has no liability.

- (e) Paychecks issued timely but inaccurately and brought to the attention of the Employer and employee shall be resolved on the next practical check run. (i.e., direct deposit, out-of-town work assignments, etc.)

Section 3.35 Pay on Termination

Employees, when resigning with at least one (1) week notice or are laid off by the employer, shall be paid their full wages within twenty-four (24) hours of the time they reach the point of hire. Employees who quit without at least one (1) week notice or who are terminated by the Employer shall be paid within two (2) business days after they reach the point of hire. An employee will be given their termination slip at the same time they receive their paycheck. If an employee is not paid as stated above, they shall receive eight (8) hours' pay at the straight time rate for each twenty-four (24) hours or portion thereof until s/he receives it not to exceed sixty (60) days.

Employees who have authorized electronic direct deposit and who terminate after the deposit information has been transmitted will be considered paid for those hours.

Section 3.36 NEBF

- (a) It is agreed that in accord with the National Employees' Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to three percent (3%) of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.
- (b) The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

- (c) An individual Employer who fails to remit as provided above shall be additionally subject to having their Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.
- (d) The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of their Labor Agreement.

Section 3.37 Foreman Requirement

- (a) Jobs requiring four (4) or more journeymen must have one (1) foreman in charge of same; however, in no case shall a crew exceed twelve (12) workers.
- (b) When four (4) journeymen cable splicers are employed, one (1) shall be designated as foreman and shall not work with the tools or supervise more than nine (9) journeymen cable splicers.

Section 3.38 Foreman Working

Journeymen, when directing the work of other employees, shall receive the foreman's rate of pay. Except where the safety of the crew is involved, the foreman, at the foreman's own discretion, may work with the tools.

Section 3.39 Senior and General Foreman

- (a) When two (2) or more foremen are required on a job, one (1) foreman will be designated senior foreman.
- (b) The senior foreman may run a crew him/herself and supervise up to four (4) working foremen.
- (c) When more than twenty-four (24) workers are required on a job, a general foreman will be designated. When a general foreman is designated, the senior foreman position is eliminated.
- (d) A general foreman shall not supervise more than eight (8) foremen.

Section 3.40 Intentionally Left Blank

Section 3.41 Wage Schedule

(a) Journeyman Wage/Benefit Rates

The following Inside Journeyman Wage and Benefit rates are in effect on **November 1, 2022**. Wage increases are subject to movement of monies to benefits from the wage; check with the Union Hall prior to scheduled rate increases to confirm the following allocations:

There shall be no requirement for scheduled increases to go into effect on any project beyond the then current rates at time the final bid is due. Those rates in effect at bid date shall be in effect for the duration of the project or 24 months from award, whichever is sooner. This provision shall apply to any current projects in progress at the time this contract goes into effect.

<u>INSIDE JOURNEYMAN:</u>	<u>11/01/2022</u>
Journeyman Wireman	<u>\$42.44</u>
Journeyman Technician	<u>\$42.44</u>
Wireman Foreman	<u>\$45.69</u>
Wireman Senior Foreman	<u>\$46.19</u>
Wireman General Foreman	<u>\$46.94</u>

<u>INSIDE COMMUNICATIONS:</u>	<u>11/01/2022</u>
Journeyman CO/PBX	<u>\$41.02</u>
Journeyman Technician	<u>\$41.02</u>
Cable Splicer	<u>\$42.77</u>
CO/PBX Foreman	<u>\$44.27</u>
Cable Splicer Foreman	<u>\$46.02</u>
Senior Foreman	<u>\$44.77</u>
General Foreman	<u>\$45.52</u>

Foreman Rates:

The following percentages for foremen rates of pay shall be effective as of the April 1, 2023 wage increase and thereafter:

<u>Foreman:</u>	<u>108% of applicable Journeyman rate</u>
<u>Senior Foremen:</u>	<u>109% of applicable Journeyman rate</u>
<u>General Foremen:</u>	<u>112% of applicable Journeyman rate</u>

Wage Increase:

April 1, 2023
\$2.00 & MOB H&W*

September 1, 2023
\$2.00

April 1, 2024
\$2.50 & MOB H&W*

September 1, 2024
\$2.00

April 1, 2025
\$2.50 & MOB H&W*

September 1, 2025
\$2.00

April 1, 2026
\$2.00 & MOB H&W*

*MOB: Employer Maintenance of Health and Welfare Benefit not to exceed four and one-half percent (4.5%) of any premium increase.

At the time of the April 1, 2023 increase, parity with Wiremen classifications will be extended to wage and benefit packages of Communications classifications, by increasing the Journeyman Communications Technician and CO/PBX classifications to the Journeyman Wireman rates.

Scheduled increases for the term of this agreement will be left on the wage, other than movement of monies due to determined increases by the H&W trustees to maintain funding.

Note: For work on Davis-Bacon and Title 36 jobs, see Section 3.43.

<u>BENEFITS as of 11/01/2022</u>	<u>COMM</u>	<u>WIRE</u>
Health and Welfare	<u>\$ 14.23</u>	<u>\$ 14.23</u>
Pension	\$ 10.14	\$ 10.39
Annuity	\$ 2.50	\$ 2.50
Legal Trust	\$ 0.15	\$ 0.15
Apprenticeship Trust (JATC)	\$ 0.95	\$ 0.95
LMCC	\$ 0.05	\$ 0.05
AMF (Admin. Maint. Fund)	\$ 0.15	\$ 0.15
NEBF (3% Gross Wage)		

All future rates are subject to movement of monies and Health and Welfare adjustments. The new rates will be adjusted in the then current Letter of Understanding.

(b) Apprentice Wage/Benefit Rates

The following Inside Apprentice Wage and Benefit rates are in effect on **November 1, 2022**. Wage increases are subject to movement of monies to benefits from the wage; check with the Union Hall prior to scheduled rate increases to confirm the following allocations:

<u>Wage Schedule 11/01/2022</u>	<u>COMM</u>	<u>WIRE</u>
0000-2000 hours 50%	<u>\$20.51</u>	<u>\$21.22</u>
2001-3000 hours 55%	<u>\$22.56</u>	<u>\$23.34</u>
3001-4000 hours 60%	<u>\$24.61</u>	<u>\$25.46</u>
4001-5000 hours 65%	<u>\$26.66</u>	<u>\$27.59</u>
5001-6000 hours 70%	<u>\$28.71</u>	<u>\$29.71</u>
6001-7000 hours 75%	<u>\$30.77</u>	<u>\$31.83</u>
7001-8000 hours 80%	<u>\$32.82</u>	<u>\$33.95</u>

Effective April 1, 2023, and thereafter, low time apprentice rate starts at 55% of the Journeyman rate of pay for 0000-3000 hours worked.

There shall be no requirement for scheduled increases to go into effect on any project beyond the then current rates at time the final bid is due. Those rates in effect at bid date shall be in effect for the duration of the project or 24 months from award, whichever is sooner. This provision shall apply to any current projects in progress at the time this contract goes into effect.

All future adjustments to apprentice wage rate will be at the appropriate percentage of the journeyman rate of pay of the appropriate classification.

All future rates are subject to movement of monies and Health and Welfare adjustments. The new rates will be adjusted in the then current Letter of Understanding.

Note: For work on Davis-Bacon and Title 36 jobs, see Section 3.43.

(c) All other benefits shall be paid as follows:

<u>BENEFITS as of 11/01/2022</u>	<u>COMM</u>	<u>WIRE</u>
Health and Welfare	<u>\$ 14.23</u>	<u>\$ 14.23</u>
Pension	<u>\$ 6.76</u>	<u>\$ 6.93</u>

Annuity	\$ 1.35	\$ 1.35
Legal Trust	\$ 0.15	\$ 0.15
Apprenticeship Trust	\$ 0.95	\$ 0.95
LMCC	\$ 0.05	\$ 0.05
AMF (Admin. Maint. Fund)	\$ 0.15	\$ 0.15
NEBF (3% Gross Wage)		

All future rates are subject to movement of monies and Health and Welfare adjustments. The new rates will be adjusted in the then current Letter of Understanding.

The apprentice wage/benefit package will be adjusted at the time the journeyman package is increased. The parties further recognize that an adjustment in the hourly wage rates may be necessary due to future voted changes in fringe benefits. Decisions as to how such increases are to be applied shall be provided to NECA at least thirty (30) days prior to the effective date of implementation.

References for other Articles which effect wages:

Overtime:	Article III, Section 3.02
Holiday Pay:	Article III, Section 3.04
Shift Work:	Article III, Section 3.07
Davis-Bacon:	Article III, Section 3.43
National Electrical Industry Fund:	Article VI, Section 6.07
Administrative Maintenance Fund:	Article VI, Section 6.10
LMCC Fund:	Article X, Section 10.03

Fringe Payments:	
N.E.B.F.:	Article III, Section 3.36
Apprenticeship:	Article V, Section 5.08
Health & Welfare:	Article VI, Section 6.01
Pension:	Article VI, Section 6.03
Group Legal:	Article VI, Section 6.05

Section 3.42 Tunnel Pay

Those employees assigned to work in a tunnel, as defined in Section 9.07, will receive one dollar (\$1.00) per hour above the applicable rate.

Section 3.43 Public Works Projects

(a) In the event an individual Employer bids on a public project being

awarded by a federal, state, borough, city, or other public entity which is to be performed at a predetermined and/or prevailing wage rate established pursuant to the provisions of the Davis-Bacon Act [Public Law 74-403 (8/20/35, as amended 3/27/41 and 7/2/64) 40 USC 276A-276A7, as amended] or established pursuant to the provisions of Title 36, Alaska Statutes, the published hourly wage and fringe rate **shall apply as** required by law.

- (b) Premium pay for shift work, **as described in Section 3.07**, is eliminated for public work projects.

Section 3.44 Special Agreement/Work Preservation Clause

In order to preserve work for the union members and make the Employers who become party to this Agreement more competitive in all projects, the IBEW signatory to this Agreement and NECA may, prior to a bid, mutually agree to put into effect special wages and conditions for specific geographical areas or projects for a specific period of time. Any special wages and conditions will not be made available to double-breasted contractors.

Section 3.45 Clean Potable Water

Clean potable water will be provided by the Employer when it is not provided elsewhere on the job.

Section 3.46 Cell Phones

Personal cell phones shall not be a requirement for employment.

ARTICLE IV

SAFETY

Section 4.01 Safety Policy

It is the desire of the parties' signatory to this Agreement to aid in the promotion of safety, to cut down on the number of accidents, and to thereby make for general increased efficiency.

Section 4.02 General Safety and Safety Committee

- (a) The State of Alaska General Safety Code and Electrical Safety Code shall be used as the minimum safety standards. It is the Employer's exclusive responsibility to ensure the safety of its employees and their compliance with these safety rules and standards.

- (b) There shall be a joint safety committee of three (3) representatives of the Union and three (3) representatives of the Chapter. It shall meet regularly at such times as it may decide; however, it shall also meet within forty-eight (48) hours when such notice is given by either party and it shall select its own chairman and secretary. It shall have full power to act in all matters pertaining to safety and to investigate and report on all job-related injuries involving lost time. Minutes of these meetings shall be furnished to the parties signatory to this Agreement.
- (c) All job accidents, safety violation certifications or other unsafe work practices shall be reported to the Joint Safety Committee which will take appropriate remedial action such as requiring Safety Awareness training classes or assessing personal fines depending upon the severity of such violations.

Section 4.03 Safety and Education Meeting

There shall be a joint safety and education meeting the equivalent of once each week for each gang, of up to one-half (1/2) hour duration which may be held during a coffee break. The program shall be one of joint participation by both Union and Employer. Employees not actively participating in the meeting shall perform their regular assigned work. Steward's record of meeting, including the topics discussed as well as those in attendance, will be faxed to the Hall and Shop the same day of meeting.

Section 4.04 Safety Procedures and Equipment

- (a) In the case of job incurred accidents which result in lost time, the Employer shall assume all responsibility for room and board while the injured employee is in camp. The Employer shall notify the Union as promptly as possible of all lost-time accidents, and shall furnish the Union with a copy of the Employer's accident report, at the time such report is furnished to the insurance company.
- (b) The Employer will keep and maintain fully equipped standard first aid kits for the use of employees.
- (c) Employees whose injuries require the use of a stretcher or ambulance shall be accompanied to the hospital by an attendant other than a driver.
- (d) Immediate transportation must be provided seriously injured employees and such transportation must have precedence over all other

transportation under the control of the Employer where the accident occurs.

- (e) It shall not be considered a violation of this Agreement where employees refuse to work under unsafe conditions, with unsafe equipment or where adequate safeguards are not provided.
- (f) 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.
- (g) All ladders and other tools and equipment provided by the Employer must be kept in good repair.
- (h) All welders working under this Agreement shall be furnished all the necessary protective shields and leather gloves by the Employer to perform their work under safe conditions.
- (i) On projects where an employer jobsite office/trailer is present, the employer will provide at least one (1) Automatic External Defibrillator (AED).

Section 4.05 Helicopters as Vehicles

Helicopters, when used in construction, shall be considered vehicles, the same as all other mechanical equipment, and subject to the safety conditions approved in Section 4.02.

Section 4.06 Scaffolds

Employees shall not be required to work above ground level on scaffolds or temporary apparatus not a permanent part of a building or structure unless such scaffold or temporary apparatus is in accord with the current State Safety Code.

Section 4.07 Energized Circuits of 440 Volts or More

Any work performed on energized circuits of four hundred forty (440) volts or over shall be performed by two (2) qualified journeymen, as a safety measure. Men performing work on energized circuits of four hundred forty (440) volts or over shall be protected with rubber gloves, blankets, and all standard protective devices. All rubber goods will be inspected and tested as required by the State

of Alaska General Safety Code and Electrical Safety Code.

Section 4.08 Cable Splicing

All work of joining, splicing, and insulating, the placing of flameproof covering where wiped lead joints are necessary, and multiple telephone cable on outside plant and to the M.D.F. shall be performed by cable splicers. Journeymen and/or apprentices only shall be used in assisting cable splicers. Cable splicers shall not be required to work on wires or cables when the difference in potentials is over three hundred (300) volts between any two (2) conductors or between any conductor and ground, unless assisted by another journeyman and/or apprentice. In no case shall cable splicers be required to work on energized cables carrying in excess of four hundred forty (440) volts. All other cable splicing shall be performed by journeyman wiremen. Splicing work requiring a kit-type splice will not qualify for an upgrade to cable splicers pay.

Section 4.09 Powder Actuated Tools

When powder-actuated tools are used, they must be of the type which cannot be fired unless they are in the proper position for firing with all safety devices attached. Such tools can only be used by a competent employee trained by a manufacturer's representative. However, no employee shall be discriminated against for their refusal to qualify.

Section 4.10 Drug and Alcohol Policy

The dangers and costs which alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to the Agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The parties recognize the Employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. However, the Union reserves the right to negotiate regarding the terms of the Employer's policy before the policy is implemented by the Employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

Section 4.11 First Aid/CPR

Applicants shall have a valid First Aid and CPR card prior to being referred and shall maintain such card while employed under this Agreement.

Section 4.12 Lock Out Tag Out

The Employer shall supply proper lock out tag out equipment and the employees shall follow the procedures adopted by the Employer.

ARTICLE V

APPRENTICESHIP AND TRAINING

Section 5.01 Apprenticeship Trust Fund

The parties to this Agreement, desiring to improve the training opportunities and perpetuate the skills of the electrical contracting industry, hereby establish the Alaska Joint Electrical Apprenticeship and Training Trust.

Section 5.02 Trustees and Duties

- (a) The Alaska Joint Electrical Apprenticeship and Training Trust shall be composed of equal representation from the Chapter and the Union and shall represent all Labor Market Areas on an equal basis. It shall consist of not less than fourteen (14) trustees. The Chapter Manager and Business Manager of the Union shall serve as trustees.
- (b) The signatory parties agree that the Trust herein established shall be the sole trust fund for the administration and support of educational and training programs for apprentices and journeymen and employees of participants in the labor market covered by this collective bargaining agreement. Therefore, the parties authorize the Joint Board of Trustees to agree and to accept the transfer of administration, management, and support of any presently operating programs, as well as contributions and other assets, including, but not limited to, personal or real property from other trust funds, if any, and from the Joint Electrical Educational and Training Corporation of Alaska, an Alaska nonprofit corporation, previously established by the signatory parties to this collective bargaining agreement for such educational and training programs aforementioned.
- (c) The Joint Board of Trustees shall also have all the powers and duties previously exercised by the Alaska Electrical Joint Apprenticeship and Training Committee.
- (d) In order to carry out the apprenticeship and training provisions of this and prior collective bargaining agreements, the Chapter and Union reaffirm and acknowledge that they have entered into a separate Agreement and

Declaration of Trust dated September 13, 1979, which contains the relevant operating terms and conditions of the Alaska Joint Electrical Apprenticeship and Training Trust established thereunder, such Trust Agreement being incorporated herein as part of this collective bargaining agreement.

Section 5.03 Indentureship of Apprentices

All apprentices shall be indentured to the Alaska Joint Electrical Apprenticeship and Training Trust. The Joint Board of Trustees shall select applicants for indenture, provide for their training under regular established standards approved by the United States Department of Labor, Bureau of Apprenticeship and Training, evaluate the progress of the apprentice, reclassify them for further training and transfer them from job to job for training purposes only, or terminate the indenture when the apprentice does not meet the apprenticeship standards.

Section 5.04 Local Committees

Each Labor Market Area shall have a local Apprenticeship and Training Committee who shall operate under the direction of the Alaska Joint Electrical Apprenticeship and Training Trust and at least two (2) of its members shall serve on the Board of Trustees. One (1) member shall be an Employer trustee and one (1) member shall be a Union trustee. For the purposes of the selection of the Joint Board of Trustees, there shall be an Anchorage Labor Market Area, Fairbanks Labor Market Area, and a southeast Labor Market Area, including Juneau and Ketchikan. The Labor Market Area Committees shall assist the Joint Board of Trustees by supervising the local area on-the-job related training and the securing of employment for the apprentice through the local Labor Market Area dispatching service in accordance with the rules established under the Joint Labor-Management Agreement for Alaska.

Section 5.05 Ratios of Apprentices to Journeymen

- (a) The ratio of apprentices to journeymen in the same classification allowed to be employed either on any job or in any shop shall be: one (1) apprentice for every one (1) journeyman qualified person.
- (b) The above ratio does not apply to communications I&R work. Also, this ratio will not apply to all remaining communications work when the Union is unable to dispatch qualified journeymen. In these instances, the ratio may be one-to-one (1:1).

Section 5.06 Direct Supervision Required

- (a) Apprentices shall not be allowed to make up, prepare, or install any work, except under the personal supervision of a journeyman.
- (b) Apprentice Evaluations – Both the Employer and the Union recognize the importance of monthly apprentice evaluations that are thoroughly filled out. As such, the Journeyman shall take adequate time to complete a detailed evaluation and provide meaningful feedback to the apprentice during the first week of the month.

Section 5.07 Journeyman Upgrade

The Alaska Joint Electrical Apprenticeship and Training Trust shall provide a school improvement program for journeyman electricians. The Trust shall award certificates of accomplishment.

Section 5.08 Contribution Rate

Effective April 1, 2014, the Employer agrees to contribute ninety-five cents (\$0.95) for each hour worked to provide for apprenticeship training and journeyman improvement programs and other educational training programs within or affiliated with the electrical industry. The Employer agrees to make remittances monthly with forms provided under conditions stated in Section 6.08. It shall be understood that when skill improvement training is completed and when the need for the amount of financing is not necessary to carry on the skill improvement program, the Employer contributions shall be reduced to the level necessary to maintain current operation of the training program.

ARTICLE VI

HEALTH AND WELFARE, PENSION, AND LEGAL TRUSTS

Section 6.01 Health and Welfare Fund Contribution Rate

Effective April 1, 2022, the Employer agrees to pay the Health and Welfare benefits of **fourteen dollars and twenty-three cents (\$14.23)** per hour for each hour worked by all employees working under the terms of this Agreement. These payments are to be made into a joint Labor-Management Trust Fund jointly established for this purpose and administered in compliance with federal and state regulations governing health and welfare funds. The Employer agrees to make remittances monthly with forms provided under conditions stated in Section 6.08.

- (a) Health and welfare menu options will be referred to the Trustees for consideration. If the Trustees adopt the menu options, those contractors bound by this Agreement will be bound by the Trustees' decision.

Section 6.02 Pension Fund

It is mutually agreed by the parties to this Agreement that effective March 1, 1968, there shall be created the Alaska Electrical Pension Fund, a trust to provide pension benefits for employees covered under the terms of this Agreement.

Section 6.03 Pension Contribution Rate

Effective April 1, 2022, the Employer agrees to pay to the Alaska Electrical Pension Trust Fund, twelve dollars and eighty-nine cents (\$12.89) per hour for each hour worked to wiremen, and twelve dollars and sixty-four cents (\$12.64) to communications, by all employees working under the terms of this Agreement. From this contribution, ten dollars and thirty-nine cents (\$10.39) to wiremen, and ten dollars and fourteen cents (\$10.14) to communications, shall apply to the defined benefit pension, and two dollars and fifty cents (\$2.50) shall apply to the Alaska Electrical Workers **Retirement Savings Plan**. Contributions to the Alaska Electrical Pension Trust Fund for apprentices are as defined at Section 3.41, Wages. The Employer agrees to continue these remittances on a monthly basis with forms provided under conditions stated in Section 6.08.

- (a) Signatory contractors will be bound by decision on pension option as decided upon by the Trustees.
- (b) An employee at their option, and upon presentation of a properly signed authorization form to the Employer, may have up to an additional fifty percent (50%) deducted from their wages and forwarded to the Alaska Electrical Workers **Retirement Savings Plan**. This authorization for deduction may be discontinued at any time by the employee, but there must be a three (3) month waiting period prior to re-instatement of the deduction. In the event an Employer is delinquent thirty (30) days or more, the Trust Office and Local Union shall notify the employees who have voluntary contributions withheld to terminate that authorization until such time the Employer is current.

Section 6.04 Legal Trust Fund

It is mutually agreed by the parties to this Agreement that effective September 1, 1975, there shall be created the Alaska Electrical Legal Fund, a trust to

provide legal benefits for employees covered under the terms of this Agreement.

Section 6.05 Legal Fund Contribution Rate

The Employer agrees to pay to the Alaska Electrical Legal Trust, fifteen cents (\$0.15) per hour for each hour worked by all employees working under the terms of this Agreement. The Employer agrees to make remittances monthly with forms provided under conditions stated in Section 6.08.

Section 6.06 National Electrical Industry Fund

Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than two tenths (.2) of once percent (1%) of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

- (a) Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one (1) Chapter area during any one (1) calendar year, but not exceeding 150,000 man-hours.
- (b) One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one (1) Chapter area during any one (1) calendar year. (Productive electrical payroll is defined as the total wages [including overtime] paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.) Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

Section 6.07 Surety Bond

Each Employer shall furnish a surety bond in the amount of fifty thousand dollars (\$50,000) to secure payment of all amounts due on account of the Alaska Electrical Pension, Health and Welfare, Legal, NLMCC, LMCC, NEBF, and Apprenticeship Trust Funds' Employer contributions required by this Agreement. The bond shall provide that it may not be terminated without thirty (30) days' prior written notice to the Employer (NECA), the Local Union, and the Administrator of the aforementioned Alaska Electrical Trust Funds. No contractor, without exception, shall be furnished employees unless proof of bonding has been furnished to the Alaska Electrical Trust Funds' Administrative

Office. The Trust office shall be authorized to demand a new bond in such amount, not to exceed the value of ninety (90) days of Trust contributions, in the event of a delinquency if such bond is not in place or is used to satisfy a delinquency.

Section 6.08 Payment of Contributions, Trust Documents, and Actions of the Trustees

- (a) The Employer agrees to be bound by the terms and conditions set forth in each current Agreement and Declaration of Trust and all amendments heretofore or hereafter adopted of the Alaska Electrical Pension, Health and Welfare, Legal and Apprenticeship and Training Trusts, including but not limited to Employer contribution provisions and trust administrative policies. The details of the Pension, Health and Welfare, Legal and Apprenticeship and Training Trusts will be determined by each Board of Trustees.
- (b) The Employer agrees to accept as its representative the Employer Trustees who serve on each Board of Trustees and their successors.
- (c) The Employer agrees to furnish monthly, on forms provided, payroll reports of earnings and hours worked for all persons employed by it under the terms of this Agreement. Reports shall be sent in monthly whenever possible.
- (d) Payrolls for the preceding month shall not be considered delinquent until after the fifteenth (15th) day of the following month. Where reports are delinquent thirty (30) days after the time due, the Union shall be notified and no men will be dispatched to the delinquent Employer until the preceding payroll reports have been submitted and all fringe benefits have been paid. The Union shall notify the employees whether their voluntary contributions have been forwarded so that they have the opportunity to stop the withholding of these contributions.

Section 6.09 In-term Amendments or Changes

During the period of this Agreement, any negotiated changes in the health and welfare, pension, apprenticeship or legal contributions between IBEW and NECA Alaska Chapter will become a part of this Agreement.

- (a) During the period of this Agreement there shall be allowed a one-time movement of monies between the defined benefits pension plan and the defined contribution plan with a stipulation that any such movement must

require a simple majority of the affected employees covered by this Agreement by a secret ballot conducted by the Plan trustees and, provided further, such transfer would not reduce the defined benefits contribution rate below two dollars and fifty cents (\$2.50) per compensable hour.

Section 6.10 Administrative Maintenance Fund

All Employers signatory to this Labor Agreement with the Alaska Chapter, NECA designated as their collective bargaining agent shall contribute **twenty cents (\$0.20)** per hour for each hour worked by each employee covered by this Labor Agreement to the Administrative Maintenance Fund (AMF). The monies are for the purpose of administration of the collective bargaining agreement, grievance handling and all other management duties and responsibilities in this Agreement. These monies will not be used to the detriment of the Local Union or the IBEW. Payment will be made on a monthly basis and submitted along with the monthly trust report which is due by the fifteenth (15th) of the following month. The Fund is to be administered solely by the Chapter. The enforcement for delinquent payments to the Fund shall be the sole responsibility of the Fund or the Chapter and not the Local Union.

Section 6.11 IBEW Hardship and Benevolent Fund

The Employer shall, effective no sooner than November 5, 2001 reduce each employee's net pay by an amount equal to the hours worked times an amount determined by the Local Union not to exceed fifty cents (\$0.50) per hour. This amount will be forwarded to the Local Union in a manner similar to the employee's dues deduction. The Employer assumes no responsibility in connection with the IHBF except that of ordinary diligence and care in forwarding monies deducted pursuant to this section. The Union shall defend and indemnify the Employer from any and all claims against the Employer arising from the collection or administration of the IHBF.

In the event a favorable IRS determination regarding taxes is issued, the withholding would revert to a pre-tax contribution and the above language would revert to the following:

The Employer shall, effective no sooner than November 5, 2001 reduce each employee's base hourly wage rate by an amount determined by the Union, not to exceed fifty cents (\$0.50) per hour and contribute an equivalent amount to the IHBF for each compensable hour worked by a bargaining unit employee. The Employer assumes no responsibility in connection with IHBF except that of ordinary diligence and care in forwarding monies deducted pursuant to this

section. The Union shall defend and indemnify the Employer for any and all claims against the Employer arising from the collection or administration of the IHBF.

ARTICLE VII

REFERRAL PROCEDURE

Section 7.01 Policy on Referral System

In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interest of the employees in the employment status within the area, and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 7.02 Exclusive Source

The Union shall be the sole and exclusive source of referrals of applicants for employment. The Union shall refer applicants for employment according to the following minimum standards.

Section 7.03 Nondiscrimination Clause

The selection of applicants by the Union for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policy, requirements, or race, religion, color, or sex, national origin, or physical impairment.

Section 7.04 Right to Reject

The Employer shall have the right to reject any applicant for employment.

Section 7.05 Supply of Labor

The Employer and the Union recognize the desirability of providing continuous employment in the Electrical Construction industry and the necessity of having available at all times a supply of competent employees with experience and training in the various types of work covered by this Agreement.

Section 7.06 Standard of Training

- (a) The Union recognizes that the work performed by the Electrical Construction industry requires trained journeyman and journeyman

technicians and agrees that in the classification of applicants for employment as journeyman and journeyman technicians that the standards of education and training shall not be less than those established by the National Joint Apprenticeship and Training Committee for the electrical industry. The Union further agrees to refer applicants for employment who possess a valid certificate of fitness from the State of Alaska and/or a valid first aid certificate for any work requiring such certificates by the State of Alaska.

- (b) The Employer and the Union recognize the need for continuing education for journeymen and journeymen technicians employed under the terms of this Agreement, therefore, beginning January 1, 1998, and annually thereafter, all applicants for employment and all employees working under this Agreement will be required to receive a minimum of twelve (12) hours of industry related training (approved by the AJEATT), of which eight (8) hours must be National Electrical Code related for those journeymen required to possess a State of Alaska Certificate of Fitness.

Section 7.07 Dispatch Record

The Union shall establish and maintain an individual record card of every journeyman or journeyman technician, giving essential background data, training and experience, as well as group classification as herein established. When a person is available for work, their record card shall be placed in the out-of-work file in chronological order and according to classification. An applicant for work who is unemployed shall report their availability to the dispatcher's office in the Labor Market Area in which they reside. Said applicant shall notify the dispatching office of their point of contact and availability for referral or forfeit their position in the out-of-work file. Residents of areas outside the Anchorage, Fairbanks, Juneau, or Ketchikan area shall be dispatched to jobs or shops in their residential area whenever possible.

Section 7.08 Group Classifications

Group I (A) Journeyman Wireman/Journeyman Technician:

All applicants for employment who have four (4) years or more of experience in the trade, are residents of the immediate job area, and are residents of the geographical area constituting the normal construction labor market, have passed a journeyman's examination given by a duly constituted Local Union of the IBEW and who have been employed:

- (1) For a period of at least one (1) year (2,080 hours) in the last four (4)

calendar years in the industry, within the State of Alaska; or,

- (2) A total of 15,000 hours under a collective bargaining agreement between the parties to this Agreement; or,
- (3) Who have successfully completed the Alaska Joint Electrical Apprenticeship and Training Trust apprenticeship in a classification covered by this Agreement.

Group I (B) Journeyman Wireman/Journeyman Technician:

All applicants for employment who have four (4) years or more of experience in the trade, are residents of the immediate dispatch area, and are residents of the geographical area constituting the normal construction labor market, have passed a journeyman's examination given by a duly constituted Local Union of the IBEW and who have been employed:

- (1) For a period of at least one (1) year (2,080 hours) in the last four (4) calendar years in the industry, within the State of Alaska; or,
- (2) A total of 15,000 hours under a collective bargaining agreement between the parties to this Agreement; or,
- (3) Who have successfully completed the Alaska Joint Electrical Apprenticeship and Training Trust apprenticeship in a classification covered by this Agreement.

Group I (C) Journeyman Wireman/Journeyman Technician:

All applicants for employment who have four (4) years or more experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a journeyman's examination given by a duly constituted Local Union of the IBEW and who have been employed:

- (1) For a period of at least one (1) year (2,080 hours) in the last four (4) calendar years in the industry, within the State of Alaska; or,
- (2) A total of 15,000 hours under a collective bargaining agreement between the parties to this Agreement; or,
- (3) Who have successfully completed the Alaska Joint Electrical Apprenticeship and Training Trust apprenticeship in a classification

covered by this Agreement.

Group I (D) Journeyman Wireman/Journeyman Technician:

All applicants for employment who have four (4) years or more experience in the trade, have passed a journeyman's examination given by a duly constituted Local Union of the IBEW, have previously established Group I status in IBEW Local 1547 in a classification in this Agreement and have not established Group I status in any other IBEW Local Union.

Group II:

All applicants for employment who have four (4) years or more experience in the trade and who have passed a journeyman's examination given by a duly constituted Local Union of the IBEW or have been certified as a journeyman by a Joint Apprenticeship and Training Committee.

Group III:

All applicants for employment who have two (2) years or more experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have been employed for at least six (6) months in the last three (3) years in the industry, within the State of Alaska.

Group IV:

All applicants for employment who have worked at the trade for more than one (1) year.

Section 7.09 Temporary Employees

If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays, and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure, but such applicants, if hired, shall have the status of "temporary employees".

Section 7.10 Temporary Employees – Union Notice

The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are

available under the Referral Procedure. However, any such Alaskan employee that is able to meet the requirements of Section 7.08 while employed shall have their status changed so that they fall within the requirements of Section 7.23.

Definitions -- Referral Procedure

Section 7.11 Normal Construction Area

The normal construction market covered by this Agreement is the State of Alaska. This geographical area is agreed upon by the parties to be the area defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act.

Section 7.12 Resident

A person who has maintained their permanent home in the above-defined geographical area for a period of not less than one (1) year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as their permanent home, and residence in the immediate job area for a period of thirty (30) days prior to the start of a job is considered a resident and is not entitled to subsistence or board or lodging. Immediate job area as applied to the resident shall mean within twenty-five (25) miles of the job or shop.

Section 7.13 Examinations

An examination shall include experience rating tests if such examination shall have been given prior to January 1959, but from and after that date, shall include only written and/or practical examinations given by the Union or any other duly constituted Local Union of the IBEW. Reasonable intervals of time for examinations are specified as two (2) months. An applicant who has failed the examination shall be permitted to apply for and take the first regularly given examination thirty (30) days after the date of the examination applicant failed. An applicant shall be eligible for examination if they have four (4) years' experience at the trade.

Section 7.14 Labor Market Area

Labor Market Area shall mean the geographical area of the State of Alaska agreed to by the parties to this Agreement for the dispatching of applicants for employment to the Employers with jobs located within the Labor Market Area defined as follows:

UNIT 101 -- ANCHORAGE

South of the Sixty-Third (63rd) Parallel and West of the One Hundred Forty-First (141st) Degree West Longitude and extending Southeast to include Yakutat.

UNIT 102 -- FAIRBANKS

North of the Sixty-Third (63rd) Parallel and West of the One Hundred Forty-First (141st) Degree West Longitude.

UNIT 103 -- JUNEAU

East of the One Hundred Forty-First (141st) Degree West Longitude and North of the Fifty-Seventh (57th) Parallel, including all of Baranof Island and excluding all of Kupreanof Island.

UNIT 104 -- KETCHIKAN

East of the One Hundred Forty-First (141st) Degree West Longitude and South of the Fifty-Seventh (57th) Parallel, including all of Kupreanof Island and excluding all of Baranof Island.

Section 7.15 Short Call

When an Employer requests applicants for a short job not exceeding two (2) weeks' duration, the applicant dispatched, if employed, shall retain their position on the out-of-work list, providing the Employer or the employee notifies the dispatching office of the completion of said job by noon of the following day.

Section 7.16 Book Position if Rejected

Any applicant who is rejected by the Employer shall be returned to their appropriate place within their Group and shall be referred to other employment in accordance with the position of their Group and their place within the Group. If any Employer rejects an applicant, they shall immediately notify the appropriate district office in writing by noting same on the introductory form presented by the applicant.

Section 7.17 Book Position When No Work Provided

If an applicant is employed and is not put to work because of a lack of material or other reasons beyond the control of the individual Employer to whom dispatched, and the Employer or the employee notifies the dispatching office

not later than noon of the following day, the applicant dispatched shall retain their position on the out-of-work list.

Section 7.18 Union as Agent for Employer

An Employer not a resident of the Labor Market Area in which the job site is located may request the dispatcher in the Labor Market Area in which the job site is located to act as agent in selecting an applicant for employment and dispatch them to the job site for the Employer. The applicant thus selected shall be considered employed under the terms and conditions of this Agreement as though the Employer personally selected the employee. The purpose of this paragraph is to insure the coverage of the employee under the Alaska Worker's Compensation Act, Chapter 193, SLA 1959.

Section 7.19 Medical Examination

- (a) If an applicant is requested by an Employer to take a physical examination, the applicant will be reimbursed at twenty-five dollars (\$25.00) per hour for their time. The Employer will pay for the cost of such examination.
- (b) No employee shall be required to take a physical examination by any Employer. The only exception shall be whenever a physical examination is a requirement for all employees on the job or project. In that case, the employee shall be paid for their time. The Employer will pay for the cost of such examination.

Section 7.20 Work Call Procedure

Employers shall advise the district office in the Labor Market Area in which the job is being performed of the number of applicants needed. The dispatcher shall refer applicants to the Employer by first referring applicants in Group I (A) in the order of their places on the out-of-work list. When the Group I (A) list in the district office shall be exhausted, the dispatcher in the district office in the area in which the job is being performed shall then refer applicants from the Group I (B) list in the order of their places on the out-of-work list. When the Group I (B) list in the district office shall be exhausted, the dispatcher shall call each of the other district offices and the applicants from the Group I (B) lists in said offices shall be dispatched in the order of their places on the out-of-work lists. When all applicants appearing on the Group I (B) list in each of the district offices shall be exhausted, the dispatcher in the district office in the area in which the job is being performed shall then refer applicants from the Group I (C) list in the order of their places on the out-of-work list. When the Group I (C) list in the district office shall be exhausted, the dispatcher shall call each of the

district offices and the applicants from the Group I (C) lists in said offices shall be dispatched in the order of their places on the out-of-work lists. When all applicants appearing on the Group I (C) list in each of the district offices shall be exhausted, the dispatcher in the district office in the area in which the job is being performed shall then refer applicants from the Group I (D) list in the order of their places on the out-of-work list. When the Group I (D) list in the district office shall be exhausted, the dispatcher shall call each of the district offices and the applicants from the Group I (D) lists in said offices shall be dispatched in the order of their places on the out-of-work lists.

Section 7.21 Exceptions to Work Call Procedure

The only exception(s) which shall be allowed in the order of referral as provided are as follows:

- (a) When the Employer states bona fide requirements for special skills and abilities in its request for applicants, the dispatcher shall refer the first applicant on the register possessing such skills and abilities. Such applicants will provide the Union and the Contractor verifiable employment experience and Employer reference contacts prior to employment with the Contractor. Employees discharged for not being qualified to perform the work of a specialty call shall be referred to the Appeals Committee in Section 7.30 prior to taking another specialty call. Contractors will not place bogus specialty calls to request specific individuals off the books.
- (b) The contractor shall have the right during a pre-job conference or as a replacement to call an applicant for employment off the out-of-work list from Book I(A), I(B), or I(C), to perform the supervisory functions for a particular job or jobs. As long as the member is an employee of the contractor, he or she will be in a supervisory position and receive applicable wages and benefits and may be transferred to other job sites following notification to the Local Union. In addition, for each four (4) or more journeymen who are employed on the same job, one (1) additional journeyman may be requested as a foreman from the above-listed books and as practical to supervise at least four (4) or more workmen. Once employed, these foremen may be transferred to other job sites provided they continue to supervise four (4) or more workmen. Circumvention of this Agreement by calling an applicant to work as a foreman and then cutting the employee back to a journeyman or calling the applicant out as a foreman and not placing him in a supervisory capacity will not be

tolerated and will be considered a violation of this Agreement. A contractor found guilty of violation of this provision will be banned from further using this provision for a period of one (1) year.

- (c) The Local Union, when requested by an Employer, shall refer applicants to allow an Employer to comply with state or federal affirmative action requirements; any other local, state, or federal law; or any reasonable contractual obligation imposed by an Owner with respect to Equal Employment Opportunity obligations/requirements.

Section 7.22 Journeyman Recall

The Employer shall have the right to recall journeymen by name, subject to the following conditions:

- (a) Only journeymen of the Book 1 out-of-work list are eligible for recall.
- (b) Journeymen may be recalled at a ratio of one-to-one (1:1) to requests for general referrals.
- (c) If a referral employee is laid off by the Employer in less than forty-five (45) calendar days, then the Union shall provide the Employer with another referral.
- (d) Journeymen may be recalled at any time up until ninety (90) calendar days after the date the employee last worked for the Employer.
- (e) If a journeyman quits employment, he or she is not eligible for recall by name by any Employer for four (4) weeks from the date of quit.
- (f) Journeymen may not be recalled by name within two (2) weeks of layoff unless it is from the journeyman's most recent Employer.
- (g) The Employer retains the right to reject any referral employee, but if there is a rejection, then the Local Union shall refer the next available applicant.
- (h) The obligation to keep a referral employee employed for forty-five (45) days is dependent on the Journeyman called out remaining employed for forty-five (45) days. For example, if the recalled journeyman is laid off after thirty (30) days due to lack of work, the Employer has no obligation to keep a referral employee beyond that date.

When a journeyman is called out by name, it does not mean that the Employer has to take a referral employee simultaneously; it means that if a referral employee is not taken simultaneously, then the next referral, whenever it may be, shall be a referral employee.

Section 7.23 Reductions in Force Procedure

When making reductions in the number of employees due to lack of work on a particular job, the Employer shall use the following procedure:

- (a) Temporary employees, if any are employed, shall be laid off first, then employees who were dispatched as short calls, then employees in Group IV shall be laid off next, if any are employed in this Group. Next to be laid off are employees in Group III, then those in Group II, then those in Group I (D), then those in Group I (C), then those in Group I (B), and then those in Group I (A). Contractors will not transfer employees to circumvent the reverse layoff procedure.
- (b) Employees who are dispatched on bona fide specialty calls will not be subject to this section as long as the special job for which they were dispatched is continuing.
- (c) Supervisory employees covered by this Agreement will not be subject to this section as long as they are in a supervisory position on that job which is involved in a work force reduction.

Section 7.24 Appeals Committee for Referral System

An Appeals Committee is hereby established composed of one (1) member appointed by the Union, one (1) member appointed by the Employer and a public member appointed by both these members.

Section 7.25 Duties of Appeals Committee

It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Union of Sections 7.07 through 7.21. Requests for hearing before the Appeals Committee shall be presented in written detail within fifteen (15) days from the alleged violations. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but, it is not authorized

to add to, subtract from, or modify any of the provisions of this Referral Procedure.

Section 7.26 Referral Procedure Posting Requirement

A copy of the Referral Procedure set forth in this Agreement shall be posted on the bulletin board in the offices of the Employers who are parties to this Agreement.

Section 7.27 Apprenticeship Employment

Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

Section 7.28 Access to Referral and Appeals Records

The labor relations managers of the parties to this Agreement shall have access to any and all records of the Referral Procedure and the Appeals Committee during working hours.

Section 7.29 Vacation and Leave While Employed

Employees shall be allowed to take up to sixty (60) consecutive calendar days of vacation a year without pay, in a one (1) year period. Except for vacation or illness, an employee who exceeds a thirty (30) calendar day period in which they did not work shall be considered terminated and must sign the out-of-work list before returning to work.

Section 7.30 Applicant Review

An applicant who is discharged for cause three (3) times within a twelve (12) month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicants continued eligibility for referral. The neutral member of the Appeals Committee shall, within three (3) business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his/her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four (4) weeks, or longer, depending upon the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 7.31 Pre-Hire Intake Paperwork/Safety Orientation

No applicant shall be required to complete pre-hire intake paperwork, attend

safety orientations, or any other contractor required orientations (Pre-Employment Drug Screening excluded) for more than two (2) hours without pay. Any of the above which exceeds two (2) hours, shall be paid at the straight time rate for time spent beyond two (2) hours.

ARTICLE VIII

JURISDICTION

Section 8.01 Established by the Union

The parties hereto recognize that the installation, repair, alteration, and maintenance of various electrical and communication systems and component parts thereof and all other work is included in the trade jurisdictional claims of the IBEW and its Local Union 1547. The improper assignment or subletting of any work covered by this Agreement which violates the traditional jurisdictional assignments determined by the IBEW will be considered a violation of this Agreement.

The jurisdiction of work for Journeyman and Apprentice Wireman shall be any of the tasks listed in Section 8.02, and any other tasks which fall under the scope of this Agreement.

The jurisdiction of work for Journeyman and Apprentice CO/PBX, Journeyman Technician shall be those tasks listed in Section 8.02, and any other tasks which fall under the scope of this Agreement, for which a State of Alaska journeyman electrician certificate of fitness is not required.

Section 8.02 Coverage

This Agreement is not limited to, but does include the following classification of electrical and communication work:

- (a) Electrical construction, installing, or erection work and all electrical maintenance thereon and final running test.
- (b) Installation and maintenance of temporary wiring.
- (c) Installation and maintenance of all electrical lighting, heating, power equipment, and electrical systems.
- (d) Installation and handling of electrical equipment and appliances.

- (e) Instrumentation, stress relieving pipe, and wiring supports.
- (f) Systems for paging, intercommunication public addresses, nurses call, music, language, laboratory, telephone, fire alarm, burglar alarm and security.
- (g) Television and radio central antenna systems.
- (h) Closed circuit television, facsimile teletype, telephoto, clock, and similar systems.
- (i) Electronic, low voltage control of communications equipment.
- (j) Direct current, low voltage distribution for school laboratories.
- (k) Central office controls, PBX, PABX, and other telephone installations.
- (l) Including similar systems for origination, transmission, and reception of signals using circuits identified as low voltage by the National Electrical Code.
- (m) Including communications or computer control developed or being developed from the use of masers, lasers, optic fibers, fluid amplification, fluid transistors, or fluidics.
- (n) Overhead and underground communications systems.
- (o) Radar and electronic space systems.
- (p) Wave guides and all mechanical devices for transmission or reception of electrical communications.

Section 8.03 Engineering Supervisors

The Employer reserves the right to send into the area of work as many supervisors and engineers as it deems necessary to carry out the work covered by this Agreement, but they shall not perform any manual work.

Section 8.04 Training Program

The parties to this supplement realize that the field of communications and computers is one of continual advance and it is the responsibility of the industry

to promote manpower training; therefore, as fast as the need arises, training programs shall be developed as provided for in Article IV.

ARTICLE IX

DEFINITIONS

Section 9.01 Journeyman Technician

A journeyman technician shall be allowed to install and maintain all materials and equipment necessary for the installation and operation of the particular specialty job they have been assigned to perform and shall include the following classifications:

- Cable Splicers (Communications and Power)
- Electronic Technicians
- C.O./P.B.X. Installer/Repairmen
- Nuclear Energy Technicians
- Electronic Equipment Installers
- Instrumentation Technicians

C.O./P.B.X. Installer/Repairman shall be paid at the Cable Splicer rate set forth in Section 3.41 only for actual time worked as a C.O. Installer/Repairman, including any portion of an hour worked.

Section 9.02 Joint Venture

For the purpose of interpretation of this employment procedure, a joint venture shall be considered as an individual Employer.

Section 9.03 Maintenance

The routine recurring work required to keep a facility (plant, building, structure, ground facility, utility system, or any real property) in such condition that it may be continuously utilized at its original or designated capacity and efficiency for its intended purpose.

Section 9.04 Repair

The restoration of a facility to a condition substantially equivalent to its original or designated capacity and efficiency, by replacement, or reprocessing on constituent parts or materials (this includes renovation).

Section 9.05 Alteration

This is a relocation, rearrangement of, or an addition to, or an architectural,

structural, or other change in a facility affecting its structural strength, stability, safety, capacity, efficiency, or usefulness.

Section 9.06 New Installation

The erection or assembly of a facility built separate and apart from an existing facility, from fabricated, processed, or raw materials or parts.

Section 9.07 Tunnel Work

Tunnel work is defined as time when employees are working under potential hazardous conditions, and potential hazardous conditions are defined as possibility or presence of underground gas or falling rocks. Once a tunnel or underground structure is completed and no hazards exist, premium time will stop. If a question arises due to the interpretation of the foregoing, it shall be submitted to the Labor-Management Committee for a decision.

ARTICLE X

LABOR-MANAGEMENT COOPERATION COMMITTEE

Section 10.01 National LMCC

The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Relations Act of 1978, 29 U.S.C. § 175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. § 186(c)(9). The purpose of this Fund includes the following:

- (1) to improve communications between representatives of labor and management;
- (2) to provide workers and Employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (3) to assist workers and Employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) to sponsor programs which improve job security, enhance economic and

community development, and promote the general welfare of the community and industry;

- (6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- (7) to engage in research and development programs concerning various aspects of the industry including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (9) to enhance the involvement of workers in making decisions that affect their working lives, and;
- (10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 10.02 Fund Established

The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 10.03 Contributions Rate - National LMCC

Each Employer shall contribute one cent (\$0.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Alaska Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 10.04 Default and Collection Efforts

If an Employer fails to make the required contributions to the NLMCC Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to fifteen percent (15%) of the delinquent payment, but not less than the sum of twenty dollars (\$20.00), for each month payment of

contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

Section 10.05 Local LMCC

The parties agree to participate in the Local IBEW-NECA Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Relations Act of 1978, 29 U.S.C. § 175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. § 186(c)(9). The purpose of this Fund includes the following:

- (1) to improve communications between representatives of labor and management;
- (2) to provide workers and Employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (3) to assist workers and Employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) to sponsor program which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- (6) to engage in research and development programs concerning various aspects of the industry including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (7) to engage in public education and other programs to expand the economic development of the electrical construction industry;

- (8) to enhance the involvement of workers in making decisions that affect their working lives, and;
- (9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 10.06 Fund Established

The Local Labor-Management Cooperation Fund shall function in accordance with, and as provided in its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the Local Labor-Management Cooperation Committee (LLMCC), as provided in said Agreement and Declaration of Trust.

Section 10.07 Contribution Rate - Local LMCC

- (a) Each Employer shall contribute five cents (\$0.05) per hour worked under this Agreement, matched by the Local Union, to the Local LMCC. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The LMCC shall jointly establish collection and administration procedures for the necessary operation of the Trust.
- (b) Any contractor contributing to the Local LMCC will be considered as having fulfilled their obligation to the National LMCC.

Section 10.08 Default and Collection Efforts

If an Employer fails to make the required contributions to the LMCC Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to fifteen percent (15%) of the delinquent payment, but not less than the sum of twenty dollars (\$20.00), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

ARTICLE XI

SEPARABILITY CLAUSE

Section 11.01 Legality of Clauses

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

ARTICLE XII

CODE OF EXCELLENCE

Section 12.01 Code of Excellence

The parties to this Agreement recognize that to meet the needs of our customers, both Employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore, each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

SIGNATURE PAGE

Signed for the Employer:

Alaska Chapter
National Electrical Contractors
Association

By 

Jesse Hale
President

By 

Larry Bell
Executive Manager

Signed for the Union:

Local Union 1547
International Brotherhood of
Electrical Workers

By 

Vince Beltrami
President

By 

Doug Tansy
Bus. Manager/Financial Sec.

Subject to the approval of the International President of the IBEW

Dated this 9th day of June, 2023.

LETTER OF AGREEMENT – TECHNICIAN WORKER

BETWEEN

IBEW 1547 and AK Chapter NECA

IBEW Local 1547 and the Alaska Chapter NECA, parties to the IBEW/NECA Inside Construction Agreement, hereby agree as follows:

The purpose of this Letter of Agreement is to facilitate the employment of Technician Workers, recognizing the workforce development challenges in the electrical construction industry. Work duties of Technician Workers will be to develop a stronger knowledge with installation, management, and maintenance of various systems covered under the scope of the inside construction agreement such as but not limited to CCTV, Access Control, Alarm Systems, Security, Integration, App development, AV, and Cloud-based solutions.

1. Technician Workers may be directly hired by the employer. Technician Workers will be required to become members of the Union as required by Section 2.19 of the IBEW/NECA Inside Agreement.
2. At a minimum, each employer may hire one (1) Technician Worker. Other than the minimum allowance of one (1) Technician Worker, an employer shall not exceed a ratio of one (1) Technician worker for one (1) apprentice employed by employer. This ratio of Technician Workers to Apprentices is not meant to find violation of the agreement where temporary circumstances exist, and a Technician Worker is employed in lieu of an apprentice.
3. When utilized on projects which require payment of prevailing wages as required by Alaska Title 36 for state funded projects, or the Davis-Bacon Act for federally funded projects, Technician workers shall be paid the journeyman rate for the work being performed. In addition, when Technician Workers are utilized on properties with IBEW-signatory sub-contracting requirements, they shall be paid at the journeyman rate.
4. Technician Workers shall work under the supervision of a qualified Journeyman or Foreman.

5. Technician Worker wages shall be based on the Inside Journeyman wage and benefit package, at the following percentages for hours earned or credited:

< 4,000 hours:	65% (\$28.42 w/ \$2.00 increase)
4,001 – 8,000 hours:	75% (\$35.64 w/ \$2.00 increase)
8,000 – 10,000 hours:	85% (\$42.87 w/ \$2.00 increase)
10,000+ hours:	100%

6. Up to 10,000 hours, Alaska Electrical Trust Fund contribution rates and employee deductions for Technician Workers shall be as follows: NEBF 3%, RSP \$1.35, DB Pen \$2.00, H&W as of 4-1-2023 (\$14.40), AJEATT \$0.95, Legal \$0.15, LMCC \$0.05, AMF \$0.20. The wage and benefit rates shall become equal to the Inside Journeyman rates after 10,000 hours have been earned or credited. The wage and benefit rates for the Technician Worker classification will be updated on April 1st and September 1st of each year of this Agreement, coinciding with the increases to the Journeyman wage and benefit rates.
7. Hours worked as a Technician Worker under the IBEW/NECA Inside Agreement shall be cumulative, regardless of the employer. Once the Technician Worker reaches an hour benchmark, they shall not have their pay reduced.
8. Except as modified by this letter, the employment of Technician Workers shall be subject to the terms and conditions of the IBEW/NECA Inside Agreement.
9. While attending employer-directed training, either in-state or out of state, Technician Workers shall be paid for such time spent in training.
10. The utilization of this Letter of Agreement is not intended to subvert or undermine the IBEW/NECA Apprenticeship program for any classification. Any abuse of the employment of Technician Workers is subject to the grievance procedure in Article 1 of the IBEW/NECA Inside Agreement and may result in the offending employer being banned from utilizing Technician Workers for a period of one (1) year.
11. Nothing will prevent an employer from utilizing this LOA on projects bid prior to ratification of this agreement.

12. This Letter of Agreement shall remain in effect during the term of the current IBEW/NECA Inside Agreement and shall expire on April 30, 2026 unless mutually agreed to extend.
13. The parties agree to meet and confer annually or within fourteen (14) days at the request of either party, whichever is sooner to discuss the effectiveness and/or abuse of this LOA.

This Letter of Agreement will expire on April 30, 2026 unless mutually agreed to extend.

Signed for the Employer:

Alaska Chapter
National Electrical Contractors
Association

By 

Jesse Hale
President

By 

Larry Bell
Executive Manager

Signed for the Union:

Local Union 1547
International Brotherhood of
Electrical Workers

By 

Vince Beltrami
President

By 

Doug Tansy
Bus. Manager/Financial Sec.

LETTER OF UNDERSTANDING – DIRECT HIRE

BETWEEN

IBEW 1547 and AK Chapter NECA

- 1) Whereas it is in the interest of IBEW Local 1547 and the Alaska Chapter NECA to recapture market share in the Inside industry statewide in Alaska,
- 2) And whereas there is a need for a pool of skilled electrical workers for the foreseeable future,
- 3) Therefore, be it resolved, that for the term of the 2022 – 2026 Inside Agreement, commencing upon ratification, employers signatory to the Inside Agreement shall have the right to direct hire Journeyman who are not yet members of the IBEW or Journeyman from any employer not yet signatory with IBEW Local 1547 performing work covered by the Inside Agreement. This is not intended to allow a signatory employer to hire an IBEW member out of order on the Local Union out of work list. These employees shall be classified per the IBEW Constitution and the Local Bylaws and qualified for the applicable Journeyman dispatch Group. An employee hired under the provisions of this letter of understanding will remain subject to Article II, Section 2.19 regarding Union membership requirements.
- 4) This policy is intended to allow for the capture of market share and not to displace existing members of IBEW Local 1547. In the event unemployment exceeds the following headcounts specified below for not less than fourteen (14) consecutive days during the life of this document, this LOU shall be suspended until unemployment decreases to those amounts. The following headcounts shall be measured per Unit and shall be based on the number of Journeyman (by classification) registered on Group (Book) 1.

Wiremen

Communications

Unit 101 – 35	2
Unit 102 – 25	1
Unit 103 – 5	1
Unit 104 – 3	1

5) The parties further agree to meet annually, or within fourteen (14) days of either party requesting a meeting to confer as to the effectiveness or misuse of this LOU.

This Letter of Understanding will expire on April 30, 2026 unless mutually agreed to extend.

Signed for the Employer:

Alaska Chapter
National Electrical Contractors
Association

By 

Jesse Hale
President

By 

Larry Bell
Executive Manager

Signed for the Union:

Local Union 1547
International Brotherhood of
Electrical Workers

By 

Vince Beltrami
President

By 

Doug Tansy
Bus. Manager/Financial Sec.

LETTER OF UNDERSTANDING – PRE-APPRENTICES

BETWEEN

IBEW 1547 and AK CHAPTER NECA

For the term of the 2022 – 2026 Inside Agreement, employers shall have the ability to directly hire Pre-Apprentices under the following conditions:

- At a minimum, each signatory employer that employs an apprentice shall be permitted to hire one (1) Pre-Apprentice, regardless of the number of apprentices employed. Between the months of May and September, an employer may be permitted to hire an additional Pre-Apprentice.
- Pre-Apprentices will be required to become members of the Union as required by Section 2.19 of the IBEW/NECA Inside Agreement. The employer shall notify the Union when a Pre-Apprentice's employment has been terminated.
- Provided that a signatory employer has met the maximum ratio of one (1) apprentice to one (1) Journeyman, the employer shall be permitted to hire Pre-Apprentices at a ratio of one (1) Pre-Apprentice for every five (5) apprentices employed within the Company.
- The employment of Pre-Apprentice(s) shall not result in the displacement or layoff of apprentice(s) currently in the program. (i.e., In the event that layoffs become necessary on a project, Pre-Apprentices shall be laid off first.)
- Pre-Apprentices shall be allowed to be employed for a maximum of 2,000 hours, or two (2) JATC interview opportunities for the Pre-Apprentice, whichever occurs first.
- Pre-Apprentices shall have appropriate supervision of tasks being performed.
- Pre-Apprentices shall only be permitted to perform the following work tasks:
 - Equipment tending; vehicle & machinery maintenance
 - Expediting
 - Fire Watch, Hole Watch, Pump Watch
 - Firestopping & sealing of penetrations
 - General laborer & clean-up duties

- Hand digging
 - Staging of tools, equipment & materials
 - Assist in taking and verifying measurements
 - Warehousing
 - Office support
 - Yard help
 - Incidental non-certificated work for educational purposes only
- An individual working as a Pre-Apprentice will not be allowed to work on projects covered by prevailing wage/Davis-Bacon, or otherwise publicly funded projects.
 - Pre-Apprentice shall not be allowed to perform work required to be covered by an Inside Electrical or Inside Electrical Apprentice Alaska Certificate of Fitness.
 - Pre-Apprentice wage and benefit schedule shall be as follows:
 - Wage: 50% of Journeyman Wireman wage
 - Health and Welfare: \$14.23/hour (or current premium) to begin after first 1,000 hours worked for employer.
 - Retirement Savings Plan: \$1.35/hour
 - This Letter of Understanding is not intended to erode or otherwise undermine the IBEW/NECA Apprenticeship Program. Any abuse of the employment of Pre-Apprentices is subject to the grievance procedure in Article I of the IBEW/NECA Inside Agreement and may result in the offending employer being banned from utilizing Pre-Apprentices for a period of one (1) year.
 - The parties further agree to meet annually, or within fourteen (14) days of either party requesting a meeting to confer as to the effectiveness or misuse of this LOU.

This Letter of Understanding will expire on April 30, 2026 unless mutually agreed to extend.

Signed for the Employer:

Signed for the Union:

Alaska Chapter
National Electrical Contractors
Association

By 

Jesse Hale
President

By 

Larry Bell
Executive Manager

Local Union 1547
International Brotherhood of
Electrical Workers

By 

Vince Beltrami
President

By 

Doug Tansy
Bus. Manager/Financial Sec.

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IBEW Local Union 1547

Phone numbers and addresses

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(907) 777-7255 – Fax
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(907) 272-3613 – Work Call Recording
www.ibew1547.org – Website

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2000 Airport Way
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(907) 458-4900 – Phone

Unit 103 – JUNEAU

813 West 12th Street
Juneau, AK 99801
(907) 586-3050 – Phone

Unit 104 – KETCHIKAN

317 Stedman Street
Ketchikan, AK 99901
(907) 225-1547 – Phone

(907) 337-9508 – Apprenticeship Training Center – Anch.
(907) 479-4449 – Apprenticeship Training Center – Fbks.
(907) 276-1246 – Trust Funds Administrative Office
(800) 478-1246 – Trust Funds Toll-Free Number
(907) 561-1958 – NECA