

OUTSIDE TELECOMMUNICATIONS AGREEMENT

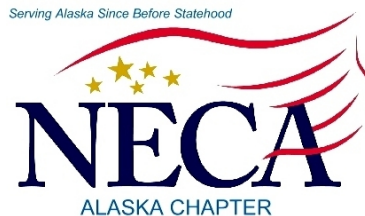
BETWEEN

LOCAL UNION 1547
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS



AND

ALASKA CHAPTER
NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION



Effective July 1, 2022 through October 31, 2027

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OUTSIDE TELECOMMUNICATIONS 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 TELECOMMUNICATIONS industry. Therefore, a working system and harmonious relations are necessary to improve the relationship 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 agreement herein contained, the parties hereto agree as follows:

PURPOSE AND SCOPE OF THIS AGREEMENT

The intent of this Agreement is to establish uniform conditions of employment for Outside Telecommunication Workers as outlined below:

IBEW Local Union 1547 is presently chartered by the International Brotherhood of Electrical Workers (AFL-CIO) to cover all such outside telecommunication work in the State of Alaska. The Alaska Chapter, National Electrical Contractors Association is presently chartered by the National Electrical Contractors Association, Inc., in the same area as covered by the above-named IBEW Local Union. Therefore, the territorial scope of this Agreement shall uniformly cover the above area.

The scope of work covered under this Agreement and workmen employed under the provisions of this Agreement shall perform all construction, production, and maintenance work in accordance with the National Labor Relations Board certification and said Union in Case No. 19-RC-4636 which shall include:

- (1) Pole line construction work (whether built of wood, metal, or other material); the digging and backfilling of holes for poles or anchors (by hand or

mechanical equipment); the moving of men, tools or equipment; the loading and moving of materials; and the handling, assembly, or erection of all materials, including the guying, stringing of conductors, cable, or other work necessary, on through to the ultimate completion of such pole line work.

- (2) Steel or metal structures used for the purpose of carrying wires, cable, conductors, or equipment (this includes towers, switch racks or similar communication structures and apparatus); the moving of men, tools or equipment, the handling, sorting, and moving of materials; the handling, assembly and erection of all materials used on the job site through to the ultimate completion of such structures, except for any low voltage control or lighting work which may properly belong to the inside branch of the electrical industry as determined by the IBEW. Work covered shall include the grounding of all such structures; the stringing and installation of wires, cables, and insulators or other communication equipment suspended from or supported by such structures.
- (3) Telecommunication underground construction work, where such work comes under the outside jurisdiction, shall be covered as follows: The moving of men, tools, or equipment, the loading, moving or assembly of all materials or raceways, such as duct, shall be performed by workmen under this Agreement. This shall also include the placing of fish wire, the pulling of cables or wires through such raceways, and the splicing of such conductors or cables.
- (4) In connection with all of the above items, it is understood the scope of this Agreement shall include not only new installation work but shall also govern the repair, maintenance, or dismantling of such structures, cables, lines or equipment; the handling and operating of all equipment used to transport men, tools and/or materials on the job site, as well as the equipment used to move, raise or place materials used in the outside branch of the Communication Industry and tree trimming and related work done by tree trimming crews, shall be performed by workmen under this Agreement, or as specified in Article IV Section 4.08(j).

It is understood on dismantling of structures that after the structure has hit the ground, the remainder of the dismantling, if any, may be done by Apprentice applicants under the supervision of a foreman who is a Journeyman Lineman. Hauling from the rights-of-way to the first drop shall be performed by employees covered under the terms and conditions of this Agreement.

ARTICLE I

EFFECTIVE DATE, CHANGES, TERMS OF THE AGREEMENT

Section 1.01 Agreement Effective Date

This Agreement shall take effect **July 1, 2022 and shall remain in effect until October 31, 2027**, unless otherwise specifically provided for herein. It shall continue in effect from year-to-year thereafter, from **November 1** through **October 31** of each subsequent year, unless changed or terminated in the way later provided herein.

Section 1.02 Agreement Effective Date - Changes

- (a) Either party desiring to change or terminate this Agreement must notify the other in writing at least ninety (90) days prior to the anniversary date.
- (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 arbitration, 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 on 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 Agreement

- (a) 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.

(b) Words used in this Agreement in the masculine gender shall include the feminine.

Section 1.04 No Strike/Lockout

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 Defined

There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employer. 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. The Local Union shall select the Union representatives and the Chapter shall select the management representatives. 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 Grievance Procedure

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 Quorum/Timeliness

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 Prevailing Conditions

When any matter in dispute that 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 the agreement has been reached, or a ruling has been made.

Section 1.10 CIR Rights

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 Union Recognition

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

Section 2.02 Rotating/Employee to Employer

No member of Local Union 1547, while he remains a member of such Local and subject to employment by Employers operating under this Agreement, shall himself become a contractor for the performance of any telecommunications 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 Employer Qualifications

Certain qualifications, knowledge, experience, and responsibility are required of everyone desiring to be an Employer in the telecommunications industry. Therefore, any Employer who contracts for telecommunications work must be a person, firm, or corporation having these qualifications and financial status to meet weekly payrolls. In addition, he must have a financial status to meet monthly contribution requirements to the Alaska Electrical Health and Welfare, Pension, Legal, Alaska Joint Electrical Apprenticeship Training and Trusts, National Electrical Benefit Fund, National Electrical Industry Fund, and weekly deductions to

the **Nuvision** Federal Credit Union, whose principal business is electrical and/or telecommunications contracting. He must also be in possession of a valid state license as an electrical/telecommunications contractor. 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 Duties

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

Section 2.05 Employer Place of Business

An Employer shall maintain a permanent place of business with a business telephone, open to the public during normal business hours. This place of business shall not be directly connected with nor part of a domestic establishment.

Section 2.06 Workers' Compensation/Liability Insurance

The Employer will furnish the Union with a Certificate of Insurance on 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 Travel 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 and, in the event of the employee's accidental death, payable to his estate. The Employer will furnish **verification** of transportation insurance to the Union upon demand.

Section 2.08 Vehicles/Employer Signs

All contractor'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 Signs – Building/Job Sites

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

Section 2.10 Employer 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 his 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 all safety regulations, and in discharging employees for proper cause.
- (b) In hiring men, the Employer shall be the sole judge of the number of men 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 Insurance Posting

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

Section 2.12 Payroll Deductions

- (a) Upon receipt of a voluntary written authorization, the Employer agrees to deduct and forward monthly working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.
- (b) The Employer agrees to make this deduction from each payroll period and furnish lists of names and amounts deducted with the check to the Union.
- (c) 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.
- (d) 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 employee's wages to be submitted to the **IBEW Local Union No. 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.

Section 2.13 No Tool 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, but all such tools must be operated by a journeyman or an apprentice under the supervision of a journeyman. No pre-fabrication shall be done for a job except within the jurisdiction of the Union.

Section 2.14 Outside Employer

Any firm, not having an established year-round office in Alaska, doing telecommunications work within the jurisdiction of this Local 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.

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 employees into the Unit. When Employers send employees from one Labor Market Area into another Labor Market Area in the State of Alaska, they shall furnish transportation, travel, time, and accommodations per Art III, Section 3.23 of this Agreement. This provision will sunset at the expiration of the Agreement unless mutually agreed to extend.

(a) Ratio of apprentices to journeyman will be permitted for portability when either: 1) Project duration doesn't exceed four (4) weeks, or 2) No indentured apprentices are standing by for work opportunity when work is being performed.

Section 2.15 Discrimination

The parties mutually agree that neither Employer nor Union will discriminate against any person or persons on the grounds of race, creed, color, sex, age, or national origin.

Section 2.16 Intentionally Left Blank

Section 2.17 Chain of Command

Authority for orders to workmen 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. Foreman shall not give layout orders to anyone other than a journeyman.

Section 2.18 Hiring/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 workmen, 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.
- (c) When an employee is terminated for cause or quits without notice, and the Employer elects to use the "not eligible for rehire" check-off on the termination, it shall be for a period of not less than thirty (30) calendar days for the first offense, and not less than ninety (90) calendar days for the second offense in the same calendar year with the same Employer. This employee shall not be referred to this Employer at any time during these periods.

Section 2.19 Union Affiliation

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 Duties

One or more working stewards may be appointed by the Union that will represent the Union at the shop at all times, subject to the supervision of the Union. The shop steward shall be on the job and working each day of operation. 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 shop steward will be the last person terminated, provided he is qualified for the last work available on the job. The designated Union representative shall be consulted by the Employer prior to the shop steward's termination. The steward should 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 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 Made Products

The policy of the Local 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's Right to Discipline Members

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

Section 2.23 Conditions Observed

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

Section 2.24 No Work Behind 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 IBEW and/or where a strike, lockout, or other conditions detrimental to the interest of the Local Union prevails, but no removal from behind picket lines shall take place until notice is given to the Employer. When this notice is given, workmen shall put away all property of the Employer in a safe place provided by the Employer.

Section 2.25 Wildcat Strikes

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

Section 2.26 Employer in Violation

(a) The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual 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 the Union that such violation or annulment has

occurred.

- (b) The subletting, assigning, or transferring by an individual Employer of any work in connection with electrical/telecommunications work to any person, firm, or corporation not recognizing the IBEW or one (1) of its Local Unions as the collective bargaining representative of his employees on any telecommunications work in the jurisdiction of this or any other Local Union to be performed at the site of the 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.

Section 2.27 Failure of Employer to Pay Benefits

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, N.E.B.F., Alaska Pension Fund, Health and Welfare Fund, Legal Trust Fund, NLMCC, LMCC, AJEATT, Liability Insurance, 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) days 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-bid or pre-job conference shall be mandatory. The purpose of the pre-bid or 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 exist, the matter shall be referred to the Labor-Management Committee for resolution.

Section 2.29 Bid Tracking

Signatory employers are encouraged to report to NECA projects when/where non-signatory employers are actively bidding work covered by the scope of this agreement.

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 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 Scope of Work

- (a) Workmen employed under the terms of this Agreement shall do all telecommunications construction, installation or erection work and all maintenance thereon. This shall include any and all temporary work, and shall also include such work as fabrication of steel, wood, concrete or other equipment.
- (b) The Employer will use workmen employed under the terms of an IBEW/NECA Agreement for hauling all telecommunications material, tools, and equipment from the contractor's warehouse to the jobs, except when such material is shipped by common carrier.
- (c) Material Handlers shall be permitted to do the following: Handling and delivering of materials, equipment, and tools used in the Employer's business of telecommunications contracting. Material Handlers may make up orders, pick up and deliver, load and unload materials, tools, and light equipment.
- (d) This section shall not restrict journeymen or apprentices from performing said work.

ARTICLE III

WAGES, HOURS, WORKING CONDITIONS

Section 3.01 Workday

- (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) or one (1) hour for the entire crew.

Once established, the lunch period shall not be changed for a period of fifteen (15) days. During a pre-job conference, the Employer and the Union may establish an optional workday for the 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 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
- 6:30 A.M. to 3:00 P.M., if 1/2-hour lunch is taken
- 6:30 A.M. to 3:30 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

- (c) When the workmen 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 workweek shall consist of five (5) days, Monday through Friday, inclusive, with the exception of the following schedule for four (4) ten (10) hour days. With notification to the employees prior to the end of their workweek, the Employer may schedule, with consensus of the majority of the crew, a workweek of four (4) consecutive ten (10) hour workdays between Monday and Friday within the standard starting times as stated in Article III, Section 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 ten (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 missed days 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.

Section 3.02 Overtime

When it is determined that overtime is required, an optional overtime schedule may be agreed upon by the employees and the Employer to be worked for a minimum of one (1) week. Duration as follows:

- (a) Five (5) day overtime schedule. The ninth (9th) and tenth (10th) hour worked, Monday through Friday, will be paid at time and one-half the regular hourly rate. **For this schedule, Saturday is optional, and the individual employee shall be the sole judge as to whether they work on Saturday.** Saturday will be paid at double the regular rate.
- (b) Six (6) day overtime schedule. Excess of eight (8) hours per day shall be considered overtime and paid for at double the regular hourly rate, except, however, eight (8) hours worked between 6:00 A.M. and 5:00 P.M., as defined in Section 3.01 on Saturday, may be worked for time and one-half the regular rate.
- (c) Notice for overtime must be given by quitting time of the previous day and not later than Thursday quitting time if employees are expected to work Saturday.
- (d) All unscheduled and/or incidental overtime will remain at the double time rate.

Section 3.03 Equal Distribution of Overtime

Job Foreman, with the assistance of the 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 men work overtime on the job he is assigned to when the overtime occurs.

Section 3.04 Holidays

All work performed on:

New Year's Day

January 1, 2023

January 1, 2024

January 1, 2025

January 1, 2026

January 1, 2027

Presidents' Day	<u>February 20, 2023</u> <u>February 19, 2024</u> <u>February 17, 2025</u> <u>February 16, 2026</u> <u>February 15, 2027</u>
Memorial Day	<u>May 29, 2023</u> <u>May 27, 2024</u> <u>May 26, 2025</u> <u>May 25, 2026</u> <u>May 31, 2027</u>
Independence Day	<u>July 4, 2023</u> <u>July 4, 2023</u> <u>July 4, 2024</u> <u>July 4, 2025</u> <u>July 4, 2026</u> <u>July 4, 2027</u>
Labor Day	<u>September 5, 2022</u> <u>September 4, 2023</u> <u>September 2, 2024</u> <u>September 1, 2025</u> <u>September 7, 2026</u> <u>September 6, 2027</u>
Veterans Day	<u>November 11, 2022</u> <u>November 11, 2023</u> <u>November 11, 2024</u> <u>November 11, 2025</u> <u>November 11, 2026</u>
Thanksgiving Day	<u>November 24, 2022</u> <u>November 23, 2023</u> <u>November 28, 2024</u>

November 27, 2025

November 26, 2026

Christmas Day

December 25, 2022

December 25, 2023

December 25, 2024

December 25, 2025

December 25, 2026

shall be paid at double the regular hourly rate. When one of the aforementioned holidays falls on Saturday, the Friday preceding shall be considered a legal holiday unless the project is under the control of a General Contractor and the Friday is not recognized as a holiday by the General Contractor and work on the project is scheduled. When one of the aforementioned holidays falls on Sunday, the Monday following 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. For crews working on Utility Day Labor Contracts, they shall observe the same day as the utility for which they are working.

Section 3.05 Workman Sole Judge

The individual workman shall be the sole judge as to whether or not he works on Sundays or holidays or high time on such days except to protect life and property. **Prompt notification will be provided by employees unable to work overtime offered as per this section.**

Section 3.06 Labor Day

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

Section 3.07 Shift Work

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

- (a) The first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the day shift shall receive eight (8) hours' pay at the regular rate for eight (8) hours' work.
- (b) The second shift (swing shift) shall be worked between the hours of 4:30

P.M. and 12:30 A.M. Workmen on the swing shift shall receive eight (8) hours' pay at the regular hourly rate plus ten percent (10%) for seven and one-half (7½) hours' work.

- (c) The third shift (graveyard shift) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen on the graveyard shift shall receive eight (8) hours pay at the regular hourly rate plus fifteen percent (15%) for seven (7) hours' work.
- (d) A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.
- (e) There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.
- (f) There shall be no requirement for a day shift when either the second (2nd) or third (3rd) shift is worked.

Section 3.08 Call-Out

No employee covered by this Agreement shall be called to work outside of his regular shift for less than two (2) hours paid for at the rate of double the regular hourly rate.

Section 3.09 Meals

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. In the case of a call-out or if working beyond the scheduled shift an additional hot meal shall be provided every four (4) hours thereafter until relieved. To qualify for a scheduled shift or scheduled workday the schedule must be maintained for five (5) consecutive workdays. In the event a meal is not taken, the Employee will be paid \$25.00 and one-half hour of double time pay.

Section 3.10 Call-Out, Pre-Shift/10 Hour Break

An employee who has been on duty for four (4) or more hours before starting time of their regular scheduled shift, shall be paid the applicable overtime rate. The employee will not report for work the following scheduled workday until he has had a minimum of ten (10) hours of relief, unless directed otherwise by the employer.

Additionally,

- (a) The employee shall be paid at his applicable straight time rate for those scheduled hours of their regular shift included in their ten (10) hours of relief up to eight (8) hours straight time maximum.*
- (b) If requested by the employer to continue working during their regular scheduled shift, they shall receive the applicable overtime rate until such time a ten (10) hour break is taken.

Section 3.11 Show-Up Pay

Any workman, 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 workmen who reports 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, he 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 decide that the weather is such that they cannot work, they shall receive no pay.

Section 3.12 Work in Another Classification

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

Section 3.13 Tools

Journeyman linemen shall be required to furnish body belts, hooks, safety strap

and belt tools, namely: knife, rule, pliers, screwdriver, ten or twelve-inch wrench and hammer. Indentured apprentices shall furnish the same tools as a journeyman lineman.

Section 3.14 Rubber Boots

Where **hip boots/waders** are necessary, they shall be furnished by the Employer.

Section 3.15 Dry Shack

The Employer shall furnish a lineman's room for clothes, tools, etc., and the facilities for drying clothes and equipment.

Section 3.16 Intentionally Left Blank

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 no later than 4:30 p.m. if one-half (1/2) hour lunch period is taken, or 5:00 p.m. if one (1) hour lunch period is taken.

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 work, providing such jobs are at least one (1) week's duration. Job sites will have a safe place for keeping the employee's tools, toilet, lights, heat and parking area. The employees shall be compensated for travel expenses to jobs with mileage measured from the designated dispatch point (As referenced in Section 3.23) in the city or town where dispatched at the following rates:

0 - 20 miles	No compensation
20 - 53 miles	\$1.25 per mile, one-way*

* Clarification: if more than twenty (20) miles, one dollar and twenty-five cents (\$1.25) per mile, one-way for all miles up to fifty-three (53) miles.

There shall be no mileage payment required from Anchorage: to the Wasilla Post Office, or the Girdwood intersection. If beyond Girdwood, mileage will start from the Anchorage Union Hall.

Workmen shall not be required to report to jobs where roads are not suitable for passenger-vehicle travel and are not maintained by the State or Borough or other governmental entity.

- (b) The ownership of an automobile shall not be a condition of employment at any shop or job.

Section 3.19 Daily Travel Expense/Job Report

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 Travel Pay/Local Hire

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 appropriate one-way mileage beyond twenty (20) miles 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 Employer-Provided Transportation

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

Section 3.22 Vehicle Restrictions

No workman shall use any vehicle to convey material or shop tools from shop-to-job, job-to-job, or job-to-shop on his 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 the IBEW or his immediate family, if he is working at the trade.

Section 3.23 Working Outside 53 Miles Radius

- (a) Employees working outside a radius of fifty-three (53) direct road miles or

areas inaccessible by road from the centers of Fairbanks, Anchorage, Juneau, or Ketchikan, or the current location of the Wasilla Post Office, 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) (a) Board and lodging shall be paid by the Employer (sweeping of rooms and making of beds shall not be a function of the occupant), with the following exception: employees who do not choose to use camp facilities provided by the contractor shall report at the camp reporting point at the starting time and return to that point at quitting time. The Employee shall have the option of receiving per diem; however, where board and lodging are provided, per diem may not be available. Per diem options will be identified when work call is placed.

(b) Per Diem Rate:

*Effective January 5, 2021 the per diem rate will increase to one hundred sixty dollars (\$160.00) per day.

***Effective April 1, 2023, the per diem rate will increase to one hundred seventy dollars (\$170.00) per day.**

***Effective April 1, 2025, the per diem rate will increase to one hundred seventy-five dollars (\$175.00) per day.**

(c) 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. Employees on a four (4) ten (10) schedule will receive five (5) days of per diem (the intent is for the employee to get five (5) days per diem on this optional schedule the same as if the employee had worked a five (5) day schedule). Employees receiving per diem shall receive per diem for each day worked, provided they work at least four (4) hours of the scheduled daily shift.

- (3) **When lodging only is provided by the Employer, the employee shall receive not less than thirty-five percent (35%) of the then current per diem rate.**

(a) This shall not prohibit the employer from choosing to provide meal reimbursement upon verification of receipts provided by employees in lieu of the percentage of per diem option.

Section 3.24 Point of Hire

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

Section 3.25 Travel/Standby Pay

Employees shall be paid the applicable straight time wage rate for time consumed in travel or standing by for transportation. Travel originating between the hours of 9:00 p.m. and 4:00 a.m. Monday through Friday and all travel on Saturday and Sunday shall be paid at time and one-half (1½) the straight time wage rate.

Section 3.26 Overnight Layovers

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 Camp to Job

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 Article IV, Section 4.02. In cold and inclement weather when workmen are not taken to camp for lunch, the Employer will furnish a warm place to store and eat lunches.

Section 3.28 Transportation Tools/Personal Possessions

- (a) Transportation costs for employees' 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 his 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 one hundred (100) pounds.
- (b) When the employee is transported to a job site or the point of hire by the

Employer, he shall declare the value of his 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 Camp Conditions

When available, there shall be no more than two (2) 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. Whenever possible, the employees under this Agreement, and of the same gender, shall be housed together in rooms at camp. Where existing internet is available and may be utilized by employees, internet access shall be provided at no cost to the employee.

Section 3.30 Clearing Camp/Laid Off

Employees residing in camp when being laid off 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.

Section 3.31 Guaranteed Workweek

An employee working on bush work shall be guaranteed eight (8) hours pay per day, Monday through Friday, holidays excluded. **A bush job shall be defined as a location eligible to receive board and lodging or per diem under section 3.23 and working in a remote community without the ability to drive home.**

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

Section 3.32 Labor Market Areas

- (a) Employees who have been transported to the job site at the expense of the Employer may be transferred from one 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 it is an economic necessity for the Employer to send employees from one Labor Market Area into another Labor Market Area in the State of Alaska, 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. The Employer shall have the ability to send one (1) four-man line crew from one Labor Market Area into another Labor Market Area for a project with a duration of up to two (2) weeks.

- (c) When a job extends into two (2) or more Labor Market Areas under jurisdiction of Local Union 1547, IBEW, the Employer shall call for a joint meeting. Such request shall be in writing and directed to the respective Business Managers. The purpose of such meeting shall be to define the percentage of work involved in the respective Labor Market Areas. The IBEW will provide men 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 he would normally return to the job site, he 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 forty-five (45) days shall be allowed seven (7) consecutive calendar days leave of absence, without pay, at the end of each forty-five (45) day period. 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 his leave of absence, and any postponement shall not exceed a period of two (2) weeks. Excluding the paved highway along the Parks, Sterling, and Seward Highways only for R&R purposes, transportation from the jobsite 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.

Section 3.33 Timecards

No journeyman or apprentice shall make out or turn in timecards other than his own, covering total hours worked on each job daily. **Employees will be afforded the opportunity to review their weekly timecard before it is submitted when requested timely.**

Section 3.34 Wages

- (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, he shall receive eight (8) hours pay at the straight time rate for each twenty-four (24) hours or portion thereof until he receives it. Any employee not receiving his check shall immediately notify his foreman. Paychecks shall be cashed at face value and include hours worked straight time, time and one-half, and double time. This section shall only apply on jobs within the twenty-five (25) mile area of the municipality in which 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.

- (b) Upon presentation to the Employer on 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 show year-to-date totals for wages, deductions, and hours.
- (d) When an Employer has non-sufficient funds to cover his payroll and issues payroll checks that bounce, the employee shall receive eight (8) hours per straight time rate for each twenty-four (24) hours or portion thereof from the date the check was due the employee until his check is covered, for a period not to exceed sixty (60) days. Should checks bounce, through no fault of the Employer, such as a bank mistake, the Employer has no liability.

Section 3.35 Pay Upon Termination

Employees, when resigning, shall be paid their full wages within twenty-four (24) hours of the time they reach the point of hire. Employees who quit without 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 check. If an employee is not paid as stated above, he shall receive eight (8) hours pay at the straight time rate for each twenty-four (24) hours or portion thereof until 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 Intentionally Left Blank

Section 3.37 Foreman

When four (4) or more journeymen are employed, one (1) journeyman shall be designated as foreman and may work with the tools. Foremen shall not supervise more than twelve (12) men.

- (a) The foreman's responsibility is a safe and successful completion of the project, satisfying the owner, employer, employees and public in general, while remaining within the legal bounds of all applicable codes, laws, and contracts.
- (b) Foremen (who must be qualified by the IBEW's standards) may work with the tools.
No foreman shall, at the same time, perform or supervise work on more than one (1) crew.

(1) A crew shall be defined as those that are regularly assigned to a foreman and are working on the same project within a reasonable vicinity.

- (c) It shall be the duty of the foreman to see to the safety of the employees in his crew, and also the safety of the public. On overhead line construction, the foreman shall be a qualified journeyman lineman.
- (d) When four (4) journeyman cable splicers are employed on one (1) project, one (1) cable splicer shall be designated as a foreman and may work with tools but shall not supervise more than twelve (12) journeyman cable splicers.
- (e) Anytime one (1) journeyman cable splicer is employed at one reporting location, he shall be designated as a foreman and may work with the tools. A foreman shall not supervise more than twelve (12) journeyman cable splicers.

Section 3.38 Senior Foreman

The employment of a Senior Foreman shall be solely the decision of the Employer and when utilized, shall be a bargaining unit member. The Senior Foreman may be used when a General Foremen is employed on the same

project. A Senior Foreman may be assigned duties that are normally associated with a General Foremen. The Senior Foreman may be responsible for directing multiple foremen, directing his/her own crew, and may work in the tools.

Section 3.39 General Foreman

The employment of a General Foreman shall be solely the decision of the Employer. There shall be no restrictions on the duties of the General Foreman as assigned by the Employer. General Foreman shall not do the work of a Journeyman as this position is not intended to displace a journeyman from a work opportunity. However, when due to unforeseen events such as an employee calling in sick, an employee having to leave early, or incidental needs he may, supplement the crew on a temporary basis.

Section 3.40 Intentionally Left Blank

Section 3.41 Wage Schedule

<u>Comm. Classifications</u>	<u>04/01/23</u>
General Foreman	<u>\$58.03</u>
<u>Senior Foreman</u>	<u>\$56.78</u>
Journeyman Technician	<u>\$50.78</u>
Journeyman Lineman	<u>\$50.78</u>
Straight Line	<u>\$50.78</u>
Equipment Operator	<u>\$50.78</u>
Cable Splicer	<u>\$52.03</u>
Comm. Foreman	<u>\$56.78</u>
<u>Helper</u>	<u>60%</u>

<u>Increases:</u>	<u>04/01/2023</u>	<u>04/01/2024</u>	<u>04/01/2025</u>	<u>04/01/2026</u>	<u>04/01/2027</u>
<u>Wage:</u>	<u>\$2.00/hr.</u>	<u>\$1.50/hr.</u>	<u>\$1.25/hr.</u>	<u>\$1.00/hr.</u>	<u>\$1.00/hr.</u>
<u>Pension Contribution:</u>	<u>\$0.75</u>	<u>n/a</u>	<u>\$0.50/hr.</u>	<u>n/a</u>	<u>n/a</u>
<u>H&W Contribution:</u>	<u>MOB up to 4.5%*</u>	<u>MOB up to 4.5%*</u>	<u>MOB up to 4.5%*</u>	<u>MOB up to 4.5%*</u>	<u>MOB up to 4.5%*</u>

For the term of this Agreement there shall be no movement of monies. All increases shall be as specified above.

***The employer will cover up to four and one-half percent (4.5%) per hour Maintenance of Benefits for Health & Welfare (MOB) every year for the**

duration of the Agreement. H&W increases that exceed 4.5% in any year of this agreement will be deducted from the hourly wage. If H&W increases are less than 4.5% in any year of this agreement, no remaining MOB amount will be carried forward.

Any negotiated increases will be added to wages and benefits by Letter of Agreement (LOA) between the parties. These LOA's will be available at the Alaska Chapter of NECA and Local IBEW Union offices.

Apprentices indentured after January 1, 1987:

1st 1000	50%
2nd 1000	55%
3rd 1000	60%
4th 1000	65%
5th 1000	70%
6th 1000	75%
7th 1000	80%
8th 1000	85%

Helicopter Time:	Article III, Section 3.42
High Time:	Article IV, Section 4.05
Shift Work:	Article III, Section 3.07
Holiday Pay:	Article III, Section 3.04
Overtime:	Article III, Section 3.02
Tunnel Time:	Article III, Section 3.42
<u>Fringes:</u>	
Apprenticeship	Article V, Section 5.08
Health & Welfare	Article VI, Section 6.01
Pension	Article VI, Section 6.03
N.E.B.F.	Article VI, Section 6.10
Group Legal	Article VI, Section 6.05

Section 3.42 Hazard Pay

- (a) Men assigned to and working with the helicopter crew which is engaged in construction work shall receive one dollar (\$1.00) per hour hazard pay for the time they work with the helicopter.
- (b) Those men assigned to working under a helicopter on wood structures or towers shall be paid at one (1) additional hour over the applicable hourly rate while working under such conditions.

- (c) Those employees assigned to work in a tunnel will receive one dollar (\$1.00) per hour above the applicable rate.

Section 3.43 Special Project Agreements

In order to preserve work for the union members and make the Employers who become party to this Agreement more competitive on all projects, the IBEW 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.

ARTICLE IV

SAFETY

Section 4.01 Safety

- (a) 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.
- (b) The General Safety Code of the State of Alaska and the Electrical Safety Code, State of Alaska, 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.
- (c) 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.
- (d) Copies of all job accident reports of all signatory contractors will be sent to the chairman and secretary of the joint safety committee.
- (e) The Joint Safety Committee will be responsible for administration of Safety Awareness training which will be provided for by the AJEATT.

- (f) 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 4.02 Safety Practices

- (a) Workmen shall not be transported in the back of line trucks at any time.
- (b) A safety and educational meeting shall be held at the beginning of the day once each week for a minimum of one-half (1/2) hour and all employees shall attend. When a specific safety related condition, topic or program warrants a longer meeting, up to an additional one-half (1/2) hour may be taken for presentation of a mutually developed program. The entire program and meeting shall be one of joint participation by both the Union and Employer and shall be for safety and educational purposes only. The Steward's record of the meeting, including the topics discussed as well as those in attendance, will be sent to the IBEW Hall and Employer's shop the same day of the meeting.
- (c) Each **crew will have individual containers and a reasonable supply of potable drinking water at all times.**
- (d) In cold or inclement weather, heated truck cabs will be provided, or workmen will ride in heated manholes.
- (e) There shall be an Automated External Defibrillator (AED) on each **crew** at all times.

Section 4.03 Injuries and Reporting

- (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 the employees.
- (c) Men 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 to seriously injured men 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 men 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.

Section 4.04 Helicopters

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 4.01.

Section 4.05 High Time

All linemen employed on work seventy-five (75) feet above the ground, or safe floor level, or higher, while climbing any structure shall be paid an additional straight time hourly rate above the applicable hourly rate of pay while working above such height. When work is to be performed at seventy-five (75) feet or higher, they shall be paid in accordance with the above from the time they leave the ground or safe floor level until they reach the ground or safe floor level again. The above does not apply on any work less than seventy-five (75) feet above the ground or safe floor level. This section will not apply while working out of mechanical equipment (helicopters excluded) designed for this purpose at one-hundred ten feet (110') or less (an employee must be at 111" or higher to qualify for high time).

Double the straight time rate shall be the maximum rate of pay for this section.

Section 4.06 Cable Splicers

All work of joining, splicing, and insulating of 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.

Section 4.07 Intentionally Left Blank

Section 4.08 Work Rules

- (a) When framing telecommunication poles or structures, including the installation of cross arms and hardware, the ratio of one (1) apprentice to each journeyman lineman shall not be exceeded.
- (b) The framing and erecting of telecommunication poles, making, installing, and pulling of guys and assembling and erecting fixtures shall be done by journeyman linemen and apprentices.
- (c) Digging of telecommunication poles, anchor holes and digging trenches for duct and cable installations by hand shall be done by journeyman linemen or apprentices as specified in this section of the Agreement, under the supervision of the line foreman. Where holes are dug by a mechanical digger, the crew may also drop poles in holes and tamp poles.
- (d) The erection of telecommunication poles by hand shall be done by regularly constituted line crews consisting of the foreman, journeyman linemen, and apprentices. Tamping and line crews shall consist of foreman, journeyman linemen, and apprentices. In such crews the majority, if any, of the men shall be journeyman linemen, foreman included.
- (e) Apprentices will work under the supervision of journeymen and shall assist the journeyman linemen as directed.
- (f) The assembly of steel in the steel yard or on the job, for telecommunications, shall be done by journeymen and apprentices. The laying of steel for assembling may be done by apprentices.
- (g) The erection of telecommunication towers shall be done by regularly constituted line crews consisting of foremen, journeyman linemen and apprentices.
- (h) All men operating heavy equipment; trenching machines, earth-boring machines, cable pulling machines, and driving line trucks, wire stringing trucks, cats or other heavy equipment, shall preferably be qualified journeyman linemen or qualified operators.

- (i) 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.
- (j) Tree trimming will be done by regularly constituted crews and the work shall be performed by journeyman tree trimmers, journeyman linemen, apprentices and tree trimming groundmen, or similar classifications of employees employed under an IBEW/NECA collective bargaining agreement.
- (k) All traffic barricading and flagging will be done by Journeymen, and Apprentices, except when our signatories are subcontracting to a General Contractor who is providing the services or in cases where a traffic control plan is required.

Section 4.09 Overtime Prior to Regular Work Hours

When an employee has worked seven (7) or more hours at the overtime rate prior to the starting time of the regular shift, the Employer shall not be required to keep the employees at work through the regular shift.

Section 4.10 Drug Testing Policy

The dangers and costs which alcohol and other chemical abuses can create in the telecommunications 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. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

In order to comply with federal Department of Transportation (DOT) requirements, the parties agree that the Employer shall implement those drug testing standards which are required by law under the provisions of applicable federal regulations. The parties agree that such provisions shall apply to only those employees described in such regulations. The union reserves the right to negotiate regarding the terms of the employer's policy before the policy is implemented by the employer when such policy extends beyond that required by DOT requirements.

ARTICLE V

APPRENTICESHIP AND TRAINING

Section 5.01 Purpose/Apprenticeship and Training

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

Section 5.02 Apprenticeship and Training

- (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 or 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 non-profit 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 hereunder, such Trust Agreement being

incorporated herein as part of this collective bargaining agreement.

Section 5.03 Apprentices Indentured to AJEATT

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 him for further training, and transfer him from job to job for training purposes only, or terminate the indenture when the apprentice does not meet the apprenticeship standards.

- (a) It is the intent of the parties to utilize indentured apprentices to the greatest extent possible, however, before replacing unindentured apprentices with unemployed indentured apprentices, the employer cost of replacement will be considered on a case-by-case basis.
- (b) **Apprentices dismissed from the AJEATT program for disciplinary reasons or reasons pertaining to the IBEW Code of Excellence will not be permitted to sign the IBEW Local 1547 Dispatch Books for a period of eighteen (18) months. All sections pertaining to Article VII are suspended for the length of the eighteen (18) month period.**
- (c) **Apprentices that have not been reinstated in the AJEATT Apprentice program after eighteen (18) months will be required to obtain a sponsor letter prior to signing the books for a referral under Article VII. Details for obtaining a sponsor letter shall be posted in the dispatch office for each Unit.**
- (d) **Apprentices that have been reinstated to the AJEATT Apprentice program will resume the normal dispatch procedure per the school policy.**

Section 5.04 Local Committee

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 Apprenticeship Ratio

The ratio of Apprentices to Journeymen allowed to be employed either on any job or in any shop shall be: 1 Apprentice to 1 Journeyman.

Section 5.06 Apprentice Limitations/Supervision

Apprentices shall not be allowed to make up, prepare, or install any work, except under the personal supervision of a Journeyman.

Section 5.07 Journeyman Improvement Program

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

It is further acknowledged that the Outside Construction industry is ever evolving. Therefore, the parties agree that the classifications covered by this agreement should embrace the opportunity to attend training certification classes whenever possible. Individuals that hold various qualifications/certifications may meet the criteria of specialty calls for employment opportunities.

Section 5.08 Apprenticeship Trust Contributions

Effective October 1, 2013, the Employer agrees to contribute ninety-five cents (\$0.95) for each hour worked including travel hours to provide for apprenticeship training and journeyman improvement programs and other educational training programs within or affiliated with the electrical and telecommunications 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. Should a surplus of funds accumulate in the Apprenticeship Training Fund, five cents (\$0.05) per compensable hour of Apprenticeship Fund shall be used for industry education and advancement.

Section 5.09 Reduction of Trust Contributions

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.

Section 5.10 Labor-Management Cooperation Funds

- (a) The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 USC §175(a) and §302(c)(9) of the Labor-Management Relations Act, 29 USC §186(c)(9). The purpose of this Fund includes the following:
- (1) To improve communication 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 construction industry;
 - (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the 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 and telecommunications 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.
- (b) The fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust. Each Employer shall contribute five cents (\$0.05) per hour, matched by the Local Union. Payment shall be forwarded monthly, in a form and matter 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. If an Employer fails to make the required contribution to the 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 the sum of twenty dollars (\$20), 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.
- (c) Any contractor contributing to the LMCC will be considered as having fulfilled their obligation to the NLMCC.

ARTICLE VI

HEALTH, WELFARE, PENSION AND LEGAL TRUSTS

Section 6.01 Health and Welfare Contributions

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 including travel hours 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. **Scheduled increases are further detailed in Article III, Section 3.41.**

Section 6.02 Health and Welfare Menu Options

Health and Welfare menu options will be referred to the Trustees for consideration. If the Trustees adopt the menu options, those contractors bound by the Outside IBEW/NECA Agreement will be bound by the Trustees' decision.

Section 6.03 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 6.04 Pension Trust Contributions

(a) Effective **April 1, 2022**, the Employer agrees to pay to the Alaska Electrical Pension Trust Fund **fifteen dollars and sixty-five cents (\$15.65)** per hour for each hour worked including travel hours by all employees working under the terms of this Agreement. The Employer agrees to continue these remittances on a monthly basis with forms provided under conditions stated in Section 6.08.

From this **fifteen dollars and sixty-five cents (\$15.65), thirteen dollars (\$13.00)** shall apply to the defined benefit pension, and two dollars and sixty-five cents (\$2.65) shall apply to the Alaska Electrical Workers Money Purchase Plan. Contributions to the Alaska Electrical Pension Trust Fund for apprentices indentured after January 1, 1984, shall be made using the same percentage of **fifteen dollars and sixty-five cents (\$15.65)** as is used to determine their hourly wage rate. **Scheduled increases are further detailed in Article III, Section 3.41.**

(b) Signatory contractors will be bound by decision on pension option as decided upon by the Trustees.

(c) An employee at his option and upon presentation of a properly signed authorization form to the employer may have an additional fifty percent (50%) deducted from his wages and forwarded to the Alaska Electrical Workers Money Purchase 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 reinstatement of the deduction.

Section 6.05 Legal Trust Contribution

Employer agrees to pay to the Alaska Electrical Legal Trust, fifteen cents (\$0.15) per hour for each hour worked including travel hours 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 Intentionally Left Blank

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 and Apprenticeship Trust Funds, NLMCC, LMCC and NEBF 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 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.

Should an Employer have minor specialty work that is covered by the Agreement, which is to be sub contracted, the Employer may elect to indemnify their sub contractor's responsibility for payments to the Alaska Electrical Pension, Health and Welfare, Legal and Apprenticeship Trust Funds, NLMCC, LMCC and NEBF. This action will be a signed form sent to the IBEW, NECA, and the Trust Fund's Administrative Office. Such indemnification will waive the subcontractors need for Surety Bonding.

Section 6.08 Alaska Electrical Trusts

(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, NLMCC, LMCC and NEBF 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 the monthly earnings and hours worked, for all persons employed by him under the terms of this Agreement. Reports shall be sent in monthly whenever possible.
- (d) Payrolls for the preceding month will 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 and the employees shall be notified by the trust office and no men will be dispatched to the delinquent Employer until the preceding payroll reports have been submitted and fringe benefits have been paid. Furthermore, the employees shall be notified whether or not their voluntary contributions have been forwarded so that they have the opportunity to stop the withholding of these contributions.

Section 6.09 Negotiated Benefit Changes

During the period of this Agreement, any negotiated changes in the Health and Welfare, Pension, Apprenticeship or Legal contribution between IBEW and NECA Alaska Chapter will become a part of this Agreement.

Section 6.10 N.E.B.F.

It is agreed that in accordance with the 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 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.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his 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.

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 his labor agreement.

Section 6.11 Movement of Monies

During the period of this Agreement there shall be allowed a one-time per year movement of monies to coincide with a scheduled wage adjustment, 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 six dollars and fifty cents (\$6.50) per compensable hours.

Section 6.12 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 **(five cent (\$0.05) change effective April 2023 and thereafter)** 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 6.13 IBEW Hardship and Benevolent Fund

The Employer shall, effective no sooner than January 28, 2002, 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 an IRS determination regarding taxes is issued, the withholding would revert to a pre-tax contribution and the above language would revert to the following:

IBEW Hardship and Benevolent Fund (IHBF). The Employer shall, effective no sooner than February 1, 2002, 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 Referral Procedure

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 the 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 Referral of Applicants/Sole 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.

Effective June 1, 2018, the following provisions shall be required:

1. A current approved CPR Card; and
2. A current approved First Aid Card.

It is further recognized that the parties to the Agreement will work toward implementing appropriate training for any required certification.

Section 7.03 Referral to Jobs

The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 7.04 Employer Right to Reject

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

Section 7.05 Journeyman, Adequate Supply

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 Journeyman Standards

The Union recognizes that the work performed by the Electrical and Telecommunications 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 and telecommunications industry. Any untested Journeyman meeting all the testing requirements shall within 6 months take the IBEW Examination for Journeyman and pass. If unable to pass, the member shall be indentured as an apprentice at a level determined by the appropriate AJEATT Committee.

Section 7.07 Journeyman History

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 man is available for work, his 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 his availability to the dispatcher's office in the Labor Market Area in which he resides. Said applicant shall notify the dispatching office of his point of contact and availability for referral or forfeit his 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 Lineman/Journeyman Technician: All applicants for employment who have four (4) calendar years or more experience in the trade, are residents of the immediate job area, 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 under a collective bargaining agreement between the parties to this agreement, or:
- (2) A total of 15,000 hours under any collective bargaining agreement with IBEW, Local Union 1547, 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):

All applicants for employment who have four (4) calendar years or more of experience in the trade, are residents of the immediate dispatch area, 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 under a collective bargaining agreement between the parties to this agreement, or:
- (2) A total of 15,000 hours under any collective bargaining agreement with IBEW, Local 1547, 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):

All applicants for employment who have four (4) calendar 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 under a collective bargaining agreement between the parties to this Agreement, or:
- (2) A total of 15,000 hours under any collective bargaining agreement with IBEW, Local Union 1547, 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):

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) or more years' 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) or more years' 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 trade under a collective bargaining agreement between the parties to this Agreement.

Group IV:

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

Section 7.09 Temporary Employees Not Referred by Union

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 Notification/Replacement of Temporaries

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.

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 Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act.

Section 7.12 Resident

Means a person who has maintained his 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 his 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. An applicant shall be eligible for examination with proper documentation of applicable hours in the classification for which they are testing. 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 he failed. Any applicant failing an examination three (3) times shall not be eligible to retest for a period of six (6) months.

Section 7.14 Labor Market Area

Labor Market Areas shall mean the geographical areas 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 Areas defined as follows:

AREA 1 -- FAIRBANKS

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

AREA 2 -- 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.

AREA 3 -- 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.

AREA 4 -- 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 Calls

When an Employer requests applicants for a short job, not exceeding two (2) weeks' duration, the applicant dispatched, if employed, shall retain his 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 Rejected Applicants

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 No Work Provided/Retain Book Status

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 his position on the out-of-work list.

Section 7.18 Dispatcher/Employer's Agent

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 him 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 ensure the coverage of the employee under the Alaska Workers' Compensation Act, Chapter 193, SLA 1959.

Section 7.19 Physicals

- (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 this 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 his time. The Employer will pay for the cost of such examination.

Section 7.20 Referral Procedure

- (a) **Employers will make best efforts to provide job details when placing referral requests including details such as shift, overtime schedule, per diem and lodging details, job target details, etc. It is fully understood by the parties that job details may change from time of referral to placement on any project.**
- (b) 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.

Section 7.21 Exceptions to Procedure

The only exception 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 his request for applicants, the dispatcher shall refer the first applicant on the register possessing such skills and abilities. Contractors will not place bogus specialty calls to request specific members 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), (B), or (C) to perform the supervisory functions for a particular job or jobs. As long as the member is an employee of the contractor, he will be in a supervisory position and receive applicable wages.

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.

Section 7.22 Reduction in Force

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 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 (C), then those in Group I (B), and then those in Group I (A).

- (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.
- (d) Contractors will not transfer employees to circumvent the reverse layoff procedure.

Section 7.23 Appeals Committee

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 7.24 Appeals Committee Function

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 Section 7.07 through Section 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 7.25 Intentionally Left Blank

Section 7.26 Apprenticeship Referral Procedure

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

Section 7.27 Access to 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 7.28 Vacation

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. The vacation and illness provisions shall be for those bona fide purposes and shall not be used to circumvent the referral system.

Section 7.29 Utility Temporary Employees

Applicants referred to and hired by the Utilities as "temporary employees" shall be covered by all economic conditions of this Agreement including benefits, travel, per diem and other economic provisions, as applicable.

ARTICLE VIII

JURISDICTION

Section 8.01 Jurisdiction

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 included in the trade jurisdiction claims of the IBEW and its Local 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.

Section 8.02 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 8.03 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 he has been assigned to perform and shall include the following classifications:

- Cable Splicers
- Electronic Technicians
- Equipment Operators
- Telephone Linemen
- S/L Installer-Repairmen
- Electronic Equipment Installers
- Jackhammer men and other technicians
- Instrumentation Technicians

Employees who are dispatched from the Journeyman Technician classification as Cable Splicers, Straight Line Installer or Telephone Lineman may perform job duties of the other classification within their capabilities. No employee will be disciplined for performance deficiencies in an area other than that of their classification as a result of the Employer utilizing such assignment flexibility. Layoffs shall remain by classification.

Section 9.02 Joint Ventures

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 as 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 Alterations

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 Installations

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 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

NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE

Section 10.01 National LMCC

The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under the authority of Section 6(b) of the Labor-Management Cooperation 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 communication 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 organization 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 the 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 Function

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 Employer Contribution

Each Employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year for work performed under the terms of IBEW Local Union agreements with the Alaska Chapter, NECA. 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 Contribution Compliance

If an Employer fails to make the required contributions to the 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 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), 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 attorneys' fees.

ARTICLE XI

SEPARABILITY CLAUSE


Section 11.01 Separability Clause

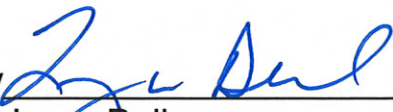
Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are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

SIGNATURE PAGE

Signed for the Employer:

Alaska Chapter
National Electrical Contractors
Association

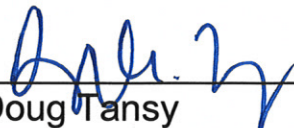
By  _____
Dave McAllen
President

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 3rd day of May, 2023.

HELICOPTER WORK

Working conditions in and around helicopters and all related work with helicopters pertaining to the telecommunications industry.

- (1) All foremen shall and must be experienced and qualified in the work which is being performed.
- (2) The helicopter pilot shall have the ability and experience to perform the work to which he is assigned.
- (3) There shall be radio communications between the pilot and foreman at all times, with hand signals for emergency only, in the use of helicopters in telecommunications construction. (All related work covering the installations of communications towers under the IBEW Outside Telecommunications Agreement covering work done by Journeyman Linemen.)
- (4) The foreman and one (1) man shall have a transmitter and receiver in case of failure of the foreman's transmitter and receiver.
- (5) A mutual understanding of the operating conditions shall exist between the pilot and the foreman and crew at all times. A Safety Meeting shall be held with the pilots and crews before any work is performed.
- (6) The helicopter pilot and foreman and crew shall be responsible for size, weight, the proper safe way which loads are connected to the helicopter and calling a halt to work because of weather conditions.
- (7) The helicopter shall not operate at any time with less than fifteen (15) minutes of reserve fuel and 1,000 pounds safety margin above the weight of the load it is carrying.
- (8) There shall be a double-button, single-hand operating electrical/control and manual (or mechanical) control for releasing the load.
- (9) No load such as towers and wood structures will be on a sling or slings carried in a horizontal manner. They shall be carried in a vertical position with the proper slings long enough to land the helicopter with ample room and clearance from the structure it is carrying and long enough to clear trees and steep hillsides or mountain terrain to avoid from dropping on crew in the above-defined areas.

- (10) It shall be the responsibility of every man working on the helicopter crew to inspect all slings being used each day. Only slings with minimum tensile strength of four (4) times the load being carried shall be used.
- (11) There shall be an orientation of the proper way to hook-up, unhook load and unload, attach slings and sling loads and disembark from helicopter. Every member of the helicopter crew will know the hand signals to communicate with the pilot and direct hooking and unhooking of sling loads.
- (12) It shall be the sole discretion of the foreman and crew as to what is safe and what is not safe when working with, near, or around helicopters without any interference from unauthorized personnel.
- (13) No rope or any type of line shall be used for slings. All slings must and shall be cable.
- (14) Unauthorized personnel will stay away from the helicopter work areas at all times.
- (15) If closer than 100 feet from helicopter, stay in pilot's visual area.
- (16) Enter and leave the helicopter only when directed by the pilot. Approach helicopter in full view of the pilot only and avoid, when disembarking from helicopter, moving to higher ground than that which the helicopter is sitting on.
- (17) Where men are to be let out of the helicopter, the spot will be adequate enough to hold both men and helicopter safely.
- (18) Goggles and helmets (such as Honda motorcycle hats) shall be furnished by the contractor for protection of eyes, ears and head for personnel assigned to helicopter crews.
- (19) When flying, safety belts will be provided for all who ride in the helicopter.
- (20) All helicopters which are assigned to jobs covered under this Agreement which carry passengers over open water will be equipped with floats to carry the weight of the helicopter when fully loaded with passengers.
- (21) There shall be "No Smoking" while aboard helicopters unless authorized by the pilot.

- (22) Loading of helicopter's cargo rack or internal baggage will be supervised by qualified personnel only if not done by the pilot, and subject to the pilot's approval before takeoff.
- (23) All cargo will be secured or held.
- (24) There shall be no material or tools or any loose objects carried in cockpit area when carrying passengers.
- (25) Do not obscure pilot's instruments by spreading out maps during flight.
- (26) The minimum crew for hook-up or unhooking loads shall not be less than two (2) men. (One (1) man will hook and the other will have radio-transmitter and be visible to pilot to direct.)
- (27) Men will not be transported when slings are attached to the helicopter.
- (28) Nobody shall ride the load line from tower to tower or disembark from hovering helicopter onto a tower.

LETTER OF UNDERSTANDING – SPECIALTY SKILLS

BETWEEN

IBEW 1547 and AK CHAPTER NECA

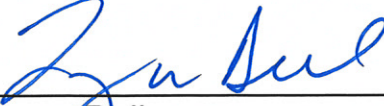
It is recognized by the parties to the IBEW/NECA Outside Construction Agreement that signatory contractors may be required to provide specialty skills such as Outside Plant Field Engineers and others not listed within the Journeyman Technician classification contained in Article IX, Section 9.01, on utility property where utility employees are represented by the IBEW. It is understood that all terms and conditions contained within the above specified Agreement shall apply to those classifications or job skills not specifically listed in Article IX, Section 9.01 and that wages may be negotiated for these specialty skills or classifications with the individually affected signatory contractor providing personnel to the utility.

This Letter of Understanding will expire on October 31, 2027 unless mutually agreed to extend.

Signed for the Employer:

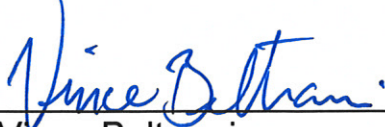
Alaska Chapter
National Electrical Contractors
Association

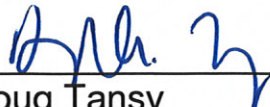
By  _____
Dave McAllen
President

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 – DEPARTMENT OF DEFENSE
PROJECTS**

BETWEEN

IBEW 1547 and AK CHAPTER NECA

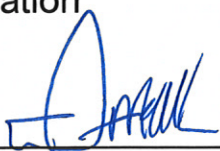
In the event an individual Employer, signatory to the IBEW/NECA Outside Agreement bids on a Department of Defense project on military installations where there is non-signatory competition, as evidenced by NECA, which is to be per-formed at a predetermined and/or prevailing wage rate established pursuant to the provisions of the Davis-Bacon Act, 40 U.S.C. §276a-276a-7, the published hourly wage and fringe rate required by law shall apply for the duration of the project which was bid. Also, all overtime shall be paid at time and one-half (1½) for all hours beyond the normal eight (8) hour workday up to ten (10) hours per day, Monday through Saturday. All other overtime will be at the applicable overtime rate. In addition, there shall be no travel pay from the dispatch point to the shop/camp location.


The IBEW further commits to review upon request any provisions contained herein necessary to remain competitive with non-signatory bidders on public work projects.

This Letter of Understanding will expire on October 31, 2027 unless mutually agreed to extend.

Signed for the Employer:

Alaska Chapter
National Electrical Contractors
Association

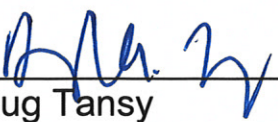
By  _____
Dave McAllen
President

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 – LOCATES

BETWEEN

IBEW 1547 and AK CHAPTER NECA

The National Electrical Contractors Association (NECA) and the International Brotherhood of Electrical Workers, Local Union 1547 (IBEW) hereby agree to the following:

Contractors shall utilize employees under this agreement to perform locates for any utility, utilities, or group of utilities and will use Journeyman of any classification tested by IBEW and covered by this agreement to perform utility locates as required. Locates requiring the employee to have an appropriate certificate of fitness (those requiring access to energized electrical components) shall be done by the appropriate classification and crew structure, whereas all other locates may be performed by any other Journeyman classification described above. The employer will utilize employees in these classifications in an appropriate ratio to the locates being performed.

For example, if there are 200 power locates and 100 communications locates, the employer shall maintain a 2:1 ratio of power to communication employees to the extent possible.

It is not the intent of the parties to this understanding to compel employers under this agreement to use employees under this agreement to perform locates if such locates are performed by a utility or other such entity.


This Letter of Understanding will expire on October 31, 2027 unless mutually agreed to extend.

Signed for the Employer:

Alaska Chapter
National Electrical Contractors
Association

By 

Dave McAllen
President

By 

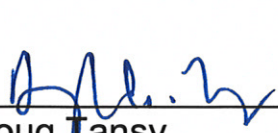
Larry Bell
Executive Manager

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 – JURISDICTIONAL DISPUTES

BETWEEN

IBEW 1547 and AK CHAPTER NECA

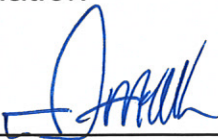
The National Electrical Contractors Association (NECA) and the International Brotherhood of Electrical Workers, Local Union 1547 (IBEW) hereby agree to the following:

- (1) That no disputes of any kind within the scope of the IBEW/NECA Outside Telecommunications Construction Agreement shall be referred to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the Plan);
- (2) That the parties agree to rescind any stipulations or agreement which binds them to the Plan for any dispute within the scope of the Outside Telecommunications Agreement; and
- (3) That the parties shall exhaust all remedies for any such dispute through the dispute resolution procedures contained within the Outside Telecommunications Agreement prior to taking such dispute to state or federal court for resolution.

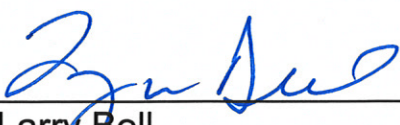
This Letter of Understanding will expire on October 31, 2027 unless mutually agreed to extend.

Signed for the Employer:

Alaska Chapter
National Electrical Contractors
Association

By 

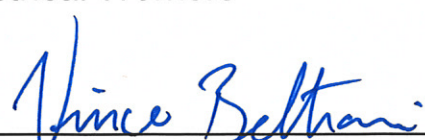
Dave McAllen
President

By 

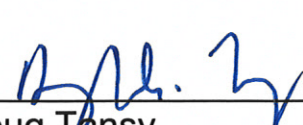
Larry Bell
Executive Manager

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 – LABOR MARKET AREA

BETWEEN

IBEW 1547 and AK CHAPTER NECA

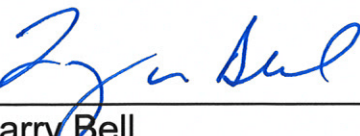
Each Labor Market Area as defined in this Agreement shall be recognized as an economic area and source of manpower in the State of Alaska. When it is an economic necessity for the Employer to send employees from one Labor Market Area into another Labor Market Area in the State of Alaska, he shall furnish 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. Alaskan Resident employers shall have the ability to transfer a crew to Unit 104, to meet the needs of the customer.

This Letter of Understanding will expire on **October 31, 2027** unless mutually agreed to extend.

Signed for the Employer:

Alaska Chapter
National Electrical Contractors
Association

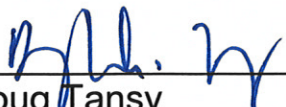
By  _____
Dave McAllen
President

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 – LOCATOR CLASSIFICATION

BETWEEN

IBEW 1547 and AK CHAPTER NECA

It is understood between the parties that all locator referral requests will be for persons of an appropriate Journeyman classification and will receive the Journeyman rate of pay under the Outside Construction Agreement.

However, in an effort to be more competitive in performing locates and to better serve the needs of our customers, when the appropriate Journeyman cannot be supplied, it is understood that others may be supplied at 70% of the Outside Construction Communication Journeyman wage and pension rate to perform non-conductive power and communication locates. It is further understood that those 70% employees will increase in increments of 5% until they reach 85% as follows:

- 1st 500 hours 70%
- 2nd 500 hours 75%
- 3rd 500 hours 80%
- 4th 500 hours 85%


These hours will be documented so that each employer will know what level the individual is to be paid when employed by any contractor.

The IBEW further commits to review upon request any provisions contained herein necessary to remain competitive with non-signatory bidders for utility locates.

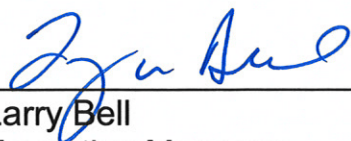
This Letter of Understanding will expire on October 31, 2027 unless mutually agreed to extend.

Signed for the Employer:

Alaska Chapter, National
Electrical Contractors Association

By 

Dave McAllen
President

By 

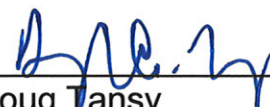
Larry Bell
Executive Manager

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 – APPRENTICE RATIO FOR
TELECOMMUNICATIONS WORK**

BETWEEN

IBEW 1547 and AK CHAPTER NECA


Effective upon ratification, and for telecommunications work only, the ratio of apprentices to journeyman can be two (2) apprentices to one (1) journeyman. In these circumstances the Employer will make every effort to utilize one high-time apprentice (more than four thousand hours).

The parties agree to meet and confer **annually** to determine any pros and cons of this LOU, and make any necessary adjustments.

This Letter of Understanding will expire on **October 31, 2027** unless mutually agreed to extend.

Signed for the Employer:

Alaska Chapter, National
Electrical Contractors Association

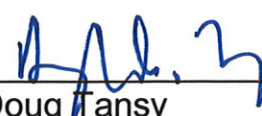
By  _____
Dave McAllen
President

By  _____
Larry Bell
Executive Manager

Signed for the Union:

Local Union 1547 International
Brotherhood of Electrical
Workers

By  _____
Vince Beltrami
President

By  _____
Doug Fansy
Bus. Manager/Financial Sec.

LETTER OF UNDERSTANDING – DIRECTIONAL DRILLING

BETWEEN

IBEW 1547 and AK CHAPTER NECA

It is understood between the parties that all directional drilling work performed for the electrical and telecommunications industry in the State of Alaska falls under IBEW Jurisdiction and within the IBEW/NECA Outside Agreement. Such work must be assigned to the appropriate classification for the work that is being performed and by a crew structure typically consisting of employees classified and paid as journeymen, equipment operators and indentured apprentices, all of whom will be fully covered by the terms of the Outside agreement.

However, the parties recognize that directional drilling applications, like tree trimming and vegetation control, is not exclusive to the work traditionally performed under the electrical and communications jurisdiction. Signatory contractors whose main line of business is directional drilling are disadvantaged in performing work outside of the traditional jurisdiction should it wish to keep its employees covered by the IBEW/NECA agreements. To address the need to cover nontraditional directional drilling work and to allow such contractors the ability consistently to cover its employees under the terms of the IBEW/NECA Outside agreement, the following classifications are adopted:

- Directional Drill Operator (DDO) — Journeyman Power/Comm. wage
- Directional Drill Technician (DDT) — 75% Journeyman Comm. wage
- Directional Drill Helper (DDH) — 50% Journeyman Comm. wage

These classifications shall receive the wages and benefits detailed in the attached scales and they shall follow the Outside Agreement in regard to any negotiated increases or movements of monies. All other terms and conditions of the Outside Agreement shall apply.

The crew for nontraditional drilling work shall consist of at least one journeyman employee titled, "Directional Drill Operator (DDO)." A journeyman may be any classification whose work is traditionally covered by the Outside NECA Agreement, including technicians. The principal duty of the DDO is to coordinate the work with customers and clients, to operate the drill as needed, to direct the crew, and to supervise and train others.

The duties of the Directional Drill Technician (DDT) shall be to assist the journeyman by operating the equipment as assigned and to perform other

tasks associate with the job at hand as directed by the journeyman. The Directional Drill Technician (DDT) classification will be used to help the employee gain experience operating the directional drill and the associated job duties. To qualify as a DDT requires a minimum of 4000 hours of documented directional drill work experience.

The duties of the Directional Drill Helper (DDH) shall be to assist the DDT and or the journeyman in operation of the drilling equipment by doing all tasks associated with cleanup and maintenance of the equipment and the worksite. Helpers may only operate equipment under the direct supervision of a journeyman or DDT until deemed qualified as a technician.

Directional drill technicians (DDT) and directional drill helper (DDH), may be employed and used on traditional IBEW/NECA work however, an employer will make every effort to hire and use apprentices whenever they are available prior to hiring a Directional Drill Helper. A drilling crew is limited to one (1) apprentice or one (1) DDH per crew. Apprentices will be paid based on their current step level and follow their regular step increases and will be under the direction of the Directional Drill Operator.

On work requiring a certificate required by law, only employees properly licensed may perform that work. The DDT or the DDH may perform only work directly related to the drilling operation. The installation (trenching and/or plowing) of electrical or communication conduit and apparatus remains the work of journeyman power and communication linemen and apprentices.

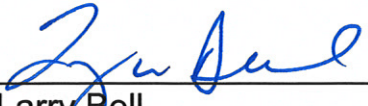
This Letter of Understanding will expire on **October 31, 2027** unless mutually agreed to extend.

Signed for the Employer:

Alaska Chapter, National
Electrical Contractors Association

By 

Dave McAllen
President

By 

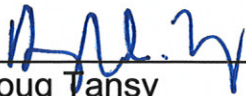
Larry Bell
Executive Manager

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 - OUTSIDE
TELECOMMUNICATIONS CONSTRUCTION HELPER
CLASSIFICATION**

BETWEEN

IBEW 1547 and AK CHAPTER NECA

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

The purpose of this Letter of Agreement is to facilitate the employment of the Outside Telecommunications Helper classification at a scale commensurate with current recruiting opportunities, to access available manpower, to grow membership, to gain access to skill sets already present in Alaska, and to ensure the highest quality apprenticeship opportunities.

The Helper shall supplement apprentice utilization in a fashion that does not undermine nor displace apprentice training opportunities. The temporary addition of the Helper classification is to promote usage of apprentices for more advantages opportunities. The Helper shall perform basic labor, material handling, shop cleaning, and on-site help as needed with following guidelines:

- (1) When Apprentices are available for employment, and Journeyman to Apprentice ratios permit, an apprentice shall be hired to maintain the maximum workable ratio. Helpers may be used once the 1:1 Journeyman/Apprentice ratio has been met or exceeded. This is not meant to find violation of this agreement where temporary circumstances exist, and a Helper is employed in lieu of an Apprentice. Helpers may be directly hired. Helpers shall be referred to IBEW for membership per Article 2 Section 2.19 Union Security.
- (2) Employers may hire Helpers at a ratio of 1:1; 1 Helper per 1 Apprentice.
- (3) The Helper will be utilized in the same fashion as other classifications per the Outside Telecommunications Construction Agreement and shall report to a Journeyman or Foreman.
- (4) The Helper shall be paid 60% of the Journeyman Lineman rate of pay and the benefit shall be the same as the 50% Apprentice Lineman.

(5) The Helper Classification shall not be used on any prevailed State of Alaska (Title 36) or federally funded Davis-Bacon projects.

(6) The Helper shall assist outside telecommunications workers with the following duties:

- Cleaning Vaults
- Moving Equipment
- Material Handling & Delivery
- Driving Trucks for Material or Crew
- Shop Clean Up
- Vehicle Clean Up
- Assisting with cable pulls
- Assisting with setting of vaults or pedestals
- Basic Job Site Labor
- Shoveling or Compacting
- Raking or Sweeping
- Concrete or Asphalt Cutting
- Using Ladders for Vault or Trench entry
- Pavement Work & Clean Up

(7) The Helper is prohibited from performing the following skilled duties or using the following equipment:

- All Arial Work – including climbing, bucket truck or ladders
- Equipment Operation for the purpose of Construction
- Operation of mechanical trenching and plowing equipment or in close proximity to such operation
- Fiber Blowing Machines
- Drill Operation or Drill Tech
- Equipment Installation
- Splicing, I&R, or Drop Crew work
- Cable dressing, grounding, or bonding
- Testing or Troubleshooting
- Daily Paperwork, Final Drawings or Redlines

(8) Incidental skilled work or duties may occur for educational purposes only. This is at the Journeyman lead discretion for the advancement of Helpers to consider the AJEATT apprenticeship.

(9) The Helper may be requested through IBEW via the labor request through the Industry Support out-of-work list for suitable candidates.

(10) The first year worked in the Helper classification shall not be included as qualification for Journeyman Book status for Outside Telecommunications dispatch.

(11) Helpers will be encouraged to enroll in the AJEATT apprentice program. Hours gained as a helper may be considered industry-related hours and acceptable for the purposes of direct interview/direct entry. All approvals and considerations are to be determined by the Local Apprentice Committee or AJEATT.

(12) Helpers shall be subject to the reverse layoff and shall be the first to receive RIF notices.


(13) Except as modified by this letter, the employment of Helpers shall be subject to the terms and conditions of the IBEW/NECA Outside Telecommunications Construction Agreement.

This Letter of Agreement shall remain in effect during the term of the current IBEW/NECA Outside Telecommunications Construction Agreement and shall expire on October 31, 2027, unless mutually agreed between the parties to extend.


The parties agree to meet and confer at least annually to discuss utilization of this LOA and discuss any issues, abuses, or modifications necessary to prevent erosion of Apprentice training and utilization opportunities pursuant to utilization of this LOA.

Signed for the Employer:

Alaska Chapter, National
Electrical Contractors Association

By 

Dave McAllen
President

By 

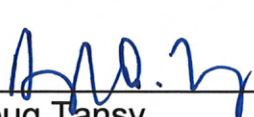
Larry Bell
Executive Manager

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 – NAME RECALL APPRENTICES

BETWEEN

IBEW 1547 and AK CHAPTER NECA

“Name Recall Apprentices” shall be made available for employment at each Outside Telecommunications Construction Employer, employing apprentices and ensuring the overall development of qualified technicians in the Outside Telecommunications Field.

- With mutual agreement between the apprentice and the Employer, at the beginning of each work season or as apprentices are needed, employers will put in requests for apprentices to the AJEATT as normal practice to date. Employers will be allowed to name request apprentices up to the agreed ratio of Name Recalls per total apprentices provided. Name Recalls will be limited to those apprentices that have had their last indefinite employment opportunity with the employer placing the Name Recall request. All Name Recall requests will become eligible after the completion of the apprentice’s probationary period or completion of 1st year schooling, whichever occurs first.
 - (a) If terminated for cause, they require appearance before the local committee to evaluate termination as per standard AJEATT process when apprentices are terminated for cause.
- Ongoing employment qualifications for Name Recall Apprentices.
 - (a) Employer agrees to continued employment and training as per the AJEATT standards, the AJEATT maintains full responsibility and authority for apprentice assignments and training requirements.
 - (b) The parties agree that continued employment opportunity with same employers can be consistent with goals of all parties regarding the development of a high quality, trained workforce in the Outside Telecommunications Industry.
- Ratio of Name Recall Apprentices in relation to Traditional Apprentices.
 - (a) Minimum apprentice recall – An employer may recall up to two (2) apprentices, regardless of other apprentices employed.

(b) A ratio of no more than 25% of name request to traditional apprentices shall be allowed within any specific company. An employer shall be allowed no less than 2 apprentices by name call, unless that employer has had its rights to name call apprentices barred or removed. See committee language.

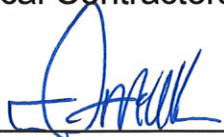
- Hours of training opportunity are to be monitored and evaluated in the same fashion as traditional apprentices to continue the highest degree of industry needed training to ensure a competent and qualified workforce to meet the needs of the industry into the future.

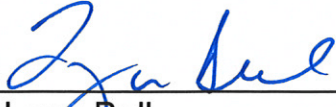
This Letter of Agreement shall remain in effect during the term of the current IBEW/NECA Outside Telecommunications Construction Agreement and shall expire on October 31, 2027, unless mutually agreed between the parties to extend.

An IBEW/NECA review committee for issues or disputes with regards to an employer's use of Name Recall apprentices, training, or other concerns not already addressed in the CBA will be established and convened on a "as needed basis." Committee may review the employers use of apprentices and take corrective action including barring an employer's use of named apprentices.

Signed for the Employer:

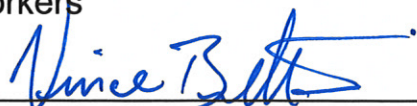
Alaska Chapter, National
Electrical Contractors Association

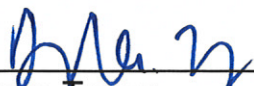
By  _____
Dave McAllen
President

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.

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IBEW LOCAL UNION 1547

PHONE NUMBERS AND ADDRESSES

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3333 Denali Street, Suite 200
Anchorage, AK 99503-4035
(907) 272-6571 – Hall
(907) 777-7255 – Fax
(907) 777-7232 – Dispatch
(907) 272-3613 – Work Call Recording
www.ibew1547.org – Website

Unit 102 – FAIRBANKS

2000 Airport Way
Fairbanks, AK 99701
(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