

LINE CLEARANCE, TREE TRIMMING, AND VEGETATION CONTROL AGREEMENT

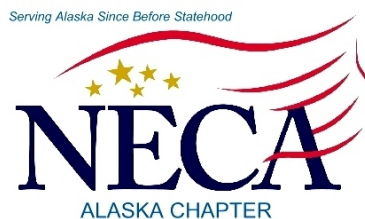
BETWEEN

LOCAL UNION 1547
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS



AND

ALASKA CHAPTER
NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION



Effective January 1, 2023 through December 31, 2025

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LINE CLEARANCE, TREE TRIMMING, AND VEGETATION CONTROL AGREEMENT

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

As used hereinafter in this Agreement, the term “Chapter” shall mean the Alaska Chapter of NECA and the term "Union" shall mean Local Union 1547, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

BASIC PRINCIPLES

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

PURPOSE AND SCOPE OF THIS AGREEMENT

The intent of this Agreement is to establish uniform conditions of employment for Line Clearance, Tree Trimming, and Vegetation Control as outlined below:

IBEW Local 1547 is presently chartered by the International Brotherhood of Electrical Workers (AFL-CIO) to cover all such outside tree trimming in the State of Alaska. This Agreement applies to and covers all employees working with the tools, equipment, or materials used in line clearance, tree trimming, and vegetation control.

ARTICLE I

EFFECTIVE DATE, CHANGES, GRIEVANCES, and DISPUTES

EFFECTIVE DATE

Section 1.01 Term of the Agreement

This Agreement shall take effect **January 1, 2023, and shall remain in effect**

until December 31, 2025 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from January 1 through December 31 of each year, unless changed or terminated in the way later provided herein.

CHANGES

Section 1.02 Notice Procedures

- (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.
- (b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.
- (c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
- (d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.
- (e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.
- (f) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1.03 In-Term Amendment or Modification

This Agreement shall be subject to change or supplement at any time by mutual

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

Section 1.04 No Strike/Lockout

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.

GRIEVANCES/DISPUTES

Section 1.05 Labor-Management Committee (LMC)

There shall be a Labor-Management Committee **(LMC)** of three (3) representing the Union and three (3) representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (48) hours 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.

Section 1.06 Grievance Procedure

All grievances or questions in dispute shall be adjusted by the duly authorized representative 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 are unable to adjust any matter within forty-eight (48) hours, 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 a 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, but 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.

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 decisions shall be final and binding.

Section 1.09 Prevailing Conditions

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

ARTICLE II

EMPLOYER RIGHTS/UNION RIGHTS

Section 2.01 Employer Qualifications

Certain qualifications, knowledge, experience, and proof of financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for line clearance, tree trimming, and vegetation control work is a person, firm, or corporation having these qualifications and maintaining a place of business, a suitable financial status to meet payroll requirements, and employing at least one (1) journeyman.

Section 2.02 Employer Rights

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 person who will act as foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Section 2.03 **Blank Section**

Section 2.04 Administrative Maintenance Fund

All Employers signatory to this labor agreement with the Alaska Chapter, NECA designated as their collective bargaining agent shall contribute ten cents (\$0.10) per hour for each hour worked by each employee covered by this labor agreement to the Administrative Maintenance Fund (**AMF/Fund**). 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 2.05 Favored Nations

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

Section 2.06 Union Recognition

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

Section 2.07 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. In the event an employee fails to comply with the provisions of this section, the Union shall notify the Employer in writing and such written notice shall constitute a request to the Employer to discharge said individual employee within forty-eight (48) hours (Saturday, Sunday and holidays excluded).

Section 2.08 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 written authorization by an employee on a form supplied by the Union, the Employer agrees to deduct seven dollars (\$7.00) per pay period from the employee's wages to be submitted to the Union for its political action/education funds. This money will be sent in monthly, with the dues, and shall be paid the fifteenth (15th) of the month following which deduction was made.

Section 2.09 Blank Section

Section 2.10 Payroll Reports

The Employer agrees to furnish monthly, on forms provided, a payroll report of the monthly earnings and hours worked for all persons employed by him under the terms of this Agreement. 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 shall be notified and no men will be dispatched to the delinquent Employer until the preceding payroll reports have been submitted and all fringe benefits have been paid.

Section 2.11 Travel Insurance

The Employer shall provide accidental death insurance coverage for each employee traveling for the Employer by any type of licensed commercial transportation in the amount of one hundred thousand dollars (\$100,000) and in the event of the employee's accidental death, payable to his estate. The Employer will furnish the Union proof of coverage before the men are dispatched. The Employer will also furnish a subsequent copy of transportation insurance to the Union upon demand.

Section 2.12 Vehicle Signs

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

Section 2.13 Union Discipline

The Union reserves the right to discipline its members for violation of its laws,

rules and Agreement.

Section 2.14 Blank Section

Section 2.15 Shop Steward

The Union has the right to appoint Steward(s) at any shop and/or any job where workers are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward(s) in writing. Such Steward(s) shall be allowed sufficient time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at the shop or on the job. No Steward(s) shall be discriminated against by any Employer because of the faithful performance of duties as Steward(s), nor shall any Steward(s) be removed from the job until notice has been given to the Business Manager of the Union.

Section 2.16 Employer in Violation

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 the IBEW, other than violations of Paragraph two (2) of this Section, 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 a violation or annulment has occurred.

The subletting, assigning, or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical 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.

All charges of violations of Paragraph two (2) of this Section shall be considered as a dispute and shall be processed in accordance with the provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

ARTICLE III

HOURS, WAGES, and 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.

6:30 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 work week shall consist of five (5) days, Monday through Friday, inclusive, with the exception of the following schedule for four (4) ten (10) hour days. With notification to the employees prior to the end of their work week, the Employer may schedule, with consensus of the majority of the crew, a work week of four (4) consecutive ten (10) hour workdays between Monday and Friday within the standard starting times as stated

in Article III, 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 Holidays

All work performed on the following holidays will be paid for at two (2) times the regular straight time rate of pay:

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas Day

When one (1) 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 (1) 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. For crews working on Utility Day Labor Contracts, they shall observe the same day as the utility for which they are working.

Section 3.03 Job Report

When workmen are directed to report to the job, such workmen shall be on the job ready to commence work at the regular starting time. All tools and materials shall be stored or put away before quitting time.

Section 3.04 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 3.05 Wage Schedule

Effective **January 1, 2023**, the minimum hourly wage rate shall be as follows:

<u>Classification</u>	<u>01/01/2023</u>
Foreman	<u>\$41.60</u>
Journeyman Tree Trimmer	<u>\$38.05</u>
Tree Equipment Operator	<u>\$38.05</u>
Tree Trimming Groundman	<u>\$29.12</u>
Vegetation Control Sprayer	<u>\$41.60</u>
<u>Groundman Helper</u>	<u>**50% Journeyman</u>

****Effective April 1, 2023, the following allocation shall apply:**

- **Wage shall increase by \$2.66 per hour,**
- **Pension shall increase by \$0.75 per hour,**
- **The Alaska Electrical Workers Retirement Savings Plan shall increase by \$0.12 per hour,**
- **Employer pays maintenance of H&W benefit.**

Effective April 1, 2024, the following allocation shall apply:

- **Wages shall increase by the 2023 Alaska Urban CPI, no less than 0% and a maximum of 5%.**
- **Pension shall increase by the 2023 Alaska Urban CPI, capped at 5%.**
- **The Alaska Electrical Workers Retirement Savings Plan shall increase by the 2023 Alaska Urban CPI, capped at 5%.**
- **Employer pays maintenance of H&W benefit, capped at 4.5%.**

Effective April 1, 2025, the following allocation shall apply:

- **Wages shall increase by the 2024 Alaska Urban CPI, no less than 0% and a maximum of 4%.**
- **Pension shall increase by the 2024 Alaska Urban CPI, capped at 4%.**
- **The Alaska Electrical Workers Retirement Savings Plan shall increase by the 2024 Alaska Urban CPI, capped at 4%.**
- **Employer pays maintenance of H&W benefit, capped at 4.5%.**

For the term of this Agreement, there shall be no movement of monies from the wage to Pension benefits. All increases are as defined above. Any increase to the H&W premium deemed necessary by the Board of Trustees to the AK H&W Trust that exceed 4.5% Maintenance of Benefit in any year of this term of the Agreement, will be taken from the wage to maintain funding.

** Groundman Helper is paid at 50% wages and benefits, following the apprentice LOA.

Section 3.05.01 Wages Paid

- (a) Wages shall be paid weekly during the working hours on an established payday not later in the week than Friday. If an employee is not paid on the established payday, **the employee** shall receive eight (8) hours pay at the straight time rate for each twenty-four (24) hours or portion thereof until **the employee** receives it. Any employee not receiving **their** check shall immediately notify **their crew leader**. 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 jobsite, proof of mailing within a reasonable time after the Employer received time cards shall be satisfactory evidence of the Employer's effort to comply with this section. Employees may arrange with the Employer to have checks deposited to a local depository, including electronic deposit. **To the extent permitted by State or Federal law, the Employer shall have the right to mandate electronic deposit of payroll. Once payroll information has been transmitted to the bank, the Employer shall not be responsible for a penalty for a late paycheck due to an employee quitting. Employees will have the option to receive their final paycheck(s) electronically or subject to the requirements of Section 3.06.**
- (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 at the 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 3.06 Pay Upon Termination

Employees, **who resign, with or without notice**, shall be paid their full wages **with the next regular payroll**. Employees who are terminated by the Employer shall be paid within two business days after they reach the point of hire. An employee will be given their termination slip **by the time** they receive their paycheck. If an employee is not paid as stated above, they shall receive eight (8) hours pay at the straight time rate for each twenty-four (24) hours or portion thereof until **they receive** it, not to exceed sixty (60) days.

Section 3.07 Show-Up Pay

When employees are ordered to report to a shop or job and are not put to work, they shall be paid for all time for which they are directed to remain available, but they shall receive no less than two (2) hours pay. 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 3.08 Camp/Per Diem

Workers employed under this agreement shall be subject to the same provisions for per diem (or camp) and travel as the employees covered by the Outside Agreement (or PLA) who they are supporting on any given project.

Section 3.09 Residents

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 3.10 Work in a Higher Classification

When an employee is temporarily required to perform work of a higher classification, the employee shall be paid the higher rate for actual time worked,

to include any portion of an hour worked, in the higher classification.

Section 3.11 Ten-Hour Break Requirement

- (a) Any employee not having a 10-hour break between shifts shall be paid the overtime rate until such time as they receive a 10-hour break.
- (b) Any employee who does not receive a 10-hour break will not report for his next scheduled shift unless directed to do so by the Employer, however an employee may report to work after their 10-hour break providing there are four (4) or more hours remaining on his scheduled shift.
- (c) An employee called to work more than four (4) hours before starting time on the regular shift, shall be paid the applicable overtime rate of pay for all time worked, including the regular shift, until such time as the employee has been relieved for ten (10) consecutive hours.
- (d) The Employee shall be paid at his applicable straight time rate for those scheduled hours of their regular scheduled shift included in their ten (10) hours of relief up to eight (8) hours straight time maximum.

Section 3.12 Meals

When an employee is required to work more than two (2) hours immediately following the scheduled shift and/or scheduled workday, the employee shall be furnished a hot meal by the Employer on the Employer's time and every four (4) hours thereafter until relieved. 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 twenty dollars (\$20.00) and one-half hour (1/2) of time at time and one-half (1½) pay.

Section 3.13 Optional Overtime Schedule

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 (1½) the regular hourly rate. Saturday will be paid at time and one-half (1½) the regular rate.
- (b) Six (6) day overtime schedule. Excess of eight (8) hours per day shall be

considered overtime and paid for at time and one-half (1½) the regular hourly rate, except, however, the hours between 7:00 A.M. and 5:00 P.M., as defined in Section 3.01 on Saturday, may be worked for time and one-half (1½) 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 time and one-half (1½) rate.

Section 3.14 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.

Section 3.15 Camp Conditions

In the event a camp becomes necessary to be provided by the Employer the parties agree to hold a pre-bid conference to establish the conditions to be provided in the camp.

Section 3.16 Transportation Tools/Personal Possessions

- (a) Transportation costs for employees' tools and personal possessions from point of hire to the jobsite 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 jobsite or the point of hire by the

Employer, he shall declare the value of his tools and personal possessions required for his work duties 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 enroute. The employee shall be instructed by the Union to make this declaration.

Section 3.17 Guaranteed Workweek

An employee working on bush work shall be guaranteed eight (8) hours pay per day, Monday through Friday, holidays excluded.

ARTICLE IV

REFERRAL PROCEDURE

Section 4.01 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 interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 4.02 Referral of Applicants/Sole Source

The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 4.03 Right to Reject

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

Section 4.04 Nondiscrimination

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 4.05 Applicant Register

The Employer and the Union recognize the desirability of providing continuous employment in the Line Clearance, Tree Trimming, and

Vegetation Control 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. The Union shall maintain a register of applicants for employment established on the basis of the Classifications and Groups listed below. Each applicant for employment shall be registered in the highest priority Group in the classification or classifications for which he qualifies.

Section 4.06 Group Classifications

Classification A Journeyman Tree Trimmer

Group I (A):

All applicants for employment who have two (2) 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 fifteen thousand (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 two (2) 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 fifteen thousand (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 two (2) 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 fifteen thousand (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 II:

All applicants for employment who have two (2) 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.

Classification B Tree Equipment Operator

Group I (A):

All applicants for employment who have two (2) 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 or have the necessary qualifications pertaining to their classification, 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 fifteen thousand (15,000) hours under any collective bargaining agreement with IBEW, Local Union 1547; or

Group I (B):

All applicants for employment who have two (2) 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 or have the necessary qualifications pertaining to their classification, 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 fifteen thousand (15,000) hours under any collective bargaining agreement with IBEW, Local 1547; or

Group I (C):

All applicants for employment who have two (2) 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 or have the necessary qualifications pertaining to their classification, 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 fifteen thousand (15,000) hours under any collective bargaining agreement with IBEW, Local Union 1547; or

Group II:

All applicants for employment who have two (2) 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 the necessary qualifications pertaining to their classification.

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.

Classification C Tree Trimming Groundman

Group I (A):

All applicants for employment who have two (2) calendar years or more experience in the trade, are residents of the immediate job area, have the necessary qualifications pertaining to their classification, 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 fifteen thousand (15,000) hours under any collective bargaining agreement with IBEW, Local Union 1547; or

Group I (B):

All applicants for employment who have two (2) calendar years or more of experience in the trade, are residents of the immediate dispatch area, have the necessary qualifications pertaining to their classification, 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 fifteen thousand (15,000) hours under any collective bargaining agreement with IBEW Local 1547; or

Group I (C):

All applicants for employment who have two (2) calendar years or more experience in the trade, are residents of the geographical area constituting the normal construction labor market, have the necessary qualifications pertaining to their classification, 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 fifteen thousand (15,000) hours under any collective bargaining agreement with IBEW, Local Union 1547; or

Group II:

All applicants for employment who have two (2) or more years experience in the trade and who have the necessary qualifications pertaining to their classification.

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 other applicants for employment **who have the necessary qualifications pertaining to the classification.**

Section 4.07 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 4.08 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 4.09 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 4.10 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 4.11 Examinations

An examination shall include only written and/or practical examinations given by the Union or any other duly constituted Local Union of the IBEW. Reasonable intervals of time for examinations are specified as two (2) months. An applicant who has failed the examination shall be permitted to apply for and take the first regularly given examination thirty (30) days after the date of the examination he failed. An applicant shall be eligible for examination if they have two (2) years (4000 hours) experience at the trade. Any untested journeyman, meeting all testing requirements, and having three (3) IBEW tested journeymen verify the required hours, shall within six (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 4.12 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-Seventy (57th) Parallel, including all of Kupreanof Island and

excluding all of Baranof Island.

Section 4.13 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 4.14 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 4.15 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 4.16 Dispatcher/Employer's Agent

An Employer, not a resident of the Labor Market Area in which the jobsite is located, may request the dispatcher in the Labor Market Area in which the jobsite is located to act as agent in selecting an applicant for employment and dispatch him to the jobsite 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 Worker's Compensation Act, Chapter 193, SLA 1959.

Section 4.17 Referral Procedure

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

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

Section 4.18 Exceptions to Procedure

The only exceptions which shall be allowed in the order of referral as provided are as follows:

- (a) An Employer, not a resident of the Labor Market Area in which the jobsite is located, shall have the ability to send one (1) four (4) man crew from one (1) Labor market Area into another Labor Market Area to be competitive in bidding specific projects.
- (b) An Employer 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.
- (c) An Employer shall have the right to recall one (1) qualified tree trimmer as required from the out-of-work list provided that individual has been employed by the Employer within the past twelve (12) months. No more than one (1) recalled employee may work for the Employer at any of its permanent headquarters at any given time.

Section 4.19 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) 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 workforce reduction.
- (c) Contractors will not transfer employees to circumvent the reverse layoff procedure.

Section 4.20 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 4.21 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 4.07 through Section 4.19. 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 4.22 Apprentice Referral Procedure

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

Section 4.23 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 **unless there are no qualified applicants on the**

out-of-work list, in which case sixty (60) consecutive calendar days shall be permitted prior to being required to sign the out-of-work list. The vacation and illness provisions shall be for those bona fide purposes and shall not be used to circumvent the referral system.

Section 4.24 Physical Exam

- (a) If an applicant is requested by an Employer to take a physical examination, the applicant will be reimbursed at twenty dollars (\$20.00) per hour for his 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.

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 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.
- (c) 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.

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.

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. 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.

Section 5.05 Ratios of Apprentices to Journeymen

The ratio of apprentices to journeymen allowed to be employed either on any job or in any shop shall be **as follows**:

Ground Work - 2 Apprentices to 1 Journeyman (2:1)

Arial Work - 1 Apprentice to 1 Journeyman (1:1)

***Hot Work - 1 60%+ Apprentice to 1 Journeyman (1:1)**

***This ratio will not alleviate the required two (2) journey-level worker ratio required for Hot Work.**

Section 5.06 Apprentice Limitations/Supervision

Apprentices shall not be allowed to perform any work, except under the 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.

Section 5.08 Apprenticeship Trust Contributions

Effective June 1, 2009, the Employer agrees to contribute fifteen cents (\$0.15) 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 industry. The Employer agrees to make remittances monthly with forms provided under conditions stated in Section 6.06.

ARTICLE VI

HEALTH & WELFARE, PENSION, AND LEGAL TRUSTS

Section 6.01 Health and Welfare Contributions (H&W)

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 6.06.

Section 6.02 Pension Fund

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

Section 6.03 Pension Trust Contributions

Effective **April 1, 2022**, the Employer agrees to pay to the Alaska Electrical Pension Trust Fund **twelve dollars and forty-eight cents (\$12.48)** 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 6.06.

From this **twelve dollars and forty-eight cents (\$12.48)**, **ten dollars and seventy-eight cents (\$10.78)** shall apply to the defined benefit pension, and **one dollar and seventy cents (\$1.70)** shall apply to the Alaska Electrical Workers **Retirement Savings** Plan. Contributions to the Alaska Electrical Pension Trust Fund for apprentices indentured after January 1, 1984, shall be made using the same percentage of **twelve dollars and forty-eight cents (\$12.48)** as is used to determine their hourly wage rate.

- (a) Signatory contractors will be bound by decisions on pension options as decided upon by the Trustees.
- (b) An employee at his option and upon presentation of a properly signed authorization form to the Employer may **elect to** have **one percent (1%) to fifty percent (50%)** deducted from **their pre-tax or after-tax** wages **as additional voluntary contributions** and forwarded to the Alaska Electrical Workers **Retirement Savings** Plan. This authorization for deduction may be discontinued at any time by the employee, but there must be a three (3) month waiting period prior to reinstatement of the deduction.

Section 6.04 Legal Trust Contribution

The 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 6.06.

Section 6.05 Surety Bond

Each Employer shall furnish a surety bond in the amount of twenty thousand dollars (\$20,000) 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 representative (Alaska Chapter, 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; provided however, that any Employer who can furnish sufficient evidence to the Trust Funds' Administrative Office that he has had a prior continuous record of payment from the effective date of this Agreement or a continuous record of payment of at least twelve (12) months during which they had employees thereafter without a delinquency in the payment of Employer contributions to the aforementioned Trust Funds and that such records was accrued within the jurisdiction of Local Union No. 1547 shall be exempted from this section. 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.

Section 6.06 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 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 NEBF

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 three percent (3%) of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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, from the wage to the defined benefits pension 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 Local Union.

Also during the term of this Agreement in order to meet any increase in the Health and Welfare contribution as determined by the Board of Trustees of the Alaska Electrical Health and Welfare Fund, the affected employees may opt to move money from the wage or Money Purchase Pension Plan in order to comply with the new contribution rate. Such transfer would not reduce the Money Purchase Pension Plan contribution rate below one dollar (\$1.00) per compensable hour.

ARTICLE VII

SAFETY AND WORKING RULES

Section 7.01 Tree Trimming Crew

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.

A qualified journeyman tree trimmer shall be in charge of a tree trimming crew. An aerial lift or bucket truck crew shall consist of not less than two (2) journeymen equipped with one (1) lift truck, with an insulated bucket, towing a chipper and necessary hand tools and lines.

- (a) On a two (2) man crew, the chipper shall not be in operation while a Trimmer is **operating an aerial lift or bucket truck above the telecommunication line elevation.**
- (b) On a two (2) man crew, if a second (2nd) journeyman is not available a second (2nd) period apprentice may take the place of that journeyman, at the second (2nd) period rate, until such time as a journeyman becomes available.
- (c) The Company agrees to notify the Union when they are implementing the terms of paragraph (b) of this section.
- (d) A climbing crew shall consist of not less than two (2) men: one (1) of which is a journeyman tree trimmer and one (1) is a qualified person based on the foreman's discretion.

- (e) On a climbing crew, if a second (2nd) journeyman is not available, an apprentice may take the place of that journeyman until a journeyman becomes available. Apprentices utilized on a climbing crew in place of a journeyman shall be paid at their step rate.
- (f) If in the opinion of the foreman and trimmer, additional help is needed, **only** the work that can be done safely, shall be performed. The remainder of the work shall be performed when the corrected compliment of crew structure is attained.

Section 7.02 Chipper Operation

The Chipper **operator** shall be within visual contact with **another member** of the crew when Chipper is in operation.

Section 7.03 Apprentices Near Energized Lines

Tree trimmer apprentices during the first twelve (12) months shall not be employed in locations where there is danger of them coming in contact with primary energized lines.

Section 7.04 Apprentice Assignment

Apprentices will normally be assigned to work with a tree trimmer. Tree trimmer apprentices will be under the direction of the AJEATT.

Apprentices will not be used to replace a tree trimmer when **a journey-level tree trimmer is** available.

Section 7.05 Groundman Supervision

- a) Journeymen shall have the ability to instruct groundmen on a crew to perform any work that they feel that they can perform safely. Groundmen shall work under the supervision of a journeyman or foreman. There shall be no more than two (2) groundmen on a crew for each journeyman unless mutually agreed between the Union and the Chapter.
- b) All rules applying to the groundman also apply to the groundman helper and are included in the crew ratio referenced in Section 7.05. Additionally the groundman helper will be subject to the following rules:
 - 1. Helper position is only available for 1000 hours. After this period they will transition to Groundman or Tree Trimmer Apprenticeship if applicable.
 - 2. They do not make up defined crew structure and are to be used in

addition to them.

3. They cannot work off ground.
4. They do not operate equipment other than loading and unloading, and other incidental equipment operation for the purpose of evaluation, and aptitude testing.
5. They are considered unskilled and will have direct supervision of a journeyman on any line clearance operations.
6. They shall not cut anything near energized lines.
7. They shall be treated as "temporary employees" for the purpose of Section 4.19 Reduction In Force.

Section 7.06 Chemical Handling

All chemical handling related work shall be performed by or under the direction of a State of Alaska Certified Pesticide Applicator with a current license. If performed by bargaining unit members possessing such license, they shall be paid at the foreman rate of pay while performing such work.

It is recognized that when the Utility Company requires a certified applicator on a crew the Union will make every effort to accommodate the request. The Company agrees to reimburse employees for the cost of the required commercial applicator or trainee licenses and renewal fees **upon successful completion of testing.** (Formally Section 7.12 **plus edit**)

Section 7.07 Safety Meeting

Safety meetings will be held for all employees. A minimum of thirty (30) minutes per week shall be allocated for such meetings.

Section 7.08 Work on Utility Property

The Safe Work Practices that are in effect on a utility company property, which are more stringent than those in this Agreement, shall apply to work which is performed on that property under the terms of this Agreement. However, these same Safe Work Practices shall not alter the crew structure or crew size as prescribed by the terms of this Agreement.

Section 7.09 Work Near Energized Lines

No **employee** shall be required to work within ten (10) feet of energized lines exceeding six hundred (600) volts unless **such work is performed** by qualified tree trimmers using approved tools of the "Hot Stick" variety.

Section 7.10 Chain of Command

On jobs having a foreman, workmen are not to take directions or orders or accept the layout of any job from anyone except the foreman **unless noted otherwise within this Agreement.**

Section 7.11 One Crew Per Foreman

No foreman shall at the same time perform or supervise work of more than one (1) crew.

Section 7.12 Blank Section

Section 7.13 Drivers License

All drivers will be licensed in accordance with state and federal guidelines for the size vehicle driven.

Section 7.14 First Aid / CPR Card

Crew members shall have a valid First Aid / CPR card. The Company will send notices to all employees sixty (60) days prior to the expiration date of CPR / First Aid Certification.

Section 7.15 Drug Testing Policy

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

Section 7.16 Automated External Defibrillators (AED)

There shall be an Automated External Defibrillator (AED) available at the Employer's regional office (e.g., Anchorage, Kenai, Juneau, etc.) for a crew to check out, as necessary, and use in the field. (There is nothing herein to imply that multiple crews operating in the same region shall be afforded AED's.)

ARTICLE VIII

LMCC/NLMCC FUNDS

Section 8.01 **Local 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 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 (\$20.00), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys fees.
- (c) Any contractor contributing to the LMCC will be considered as having fulfilled their obligation to the NLMCC.

Section 8.02 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 include 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 8.03 Fund Declaration

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 8.04 Employer Contribution

Each Employer shall contribute one cent (\$0.01) per hour worked under this Agreement up to a maximum of one hundred fifty thousand (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 8.05 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 fifteen (15%) of the delinquent payment, but not less than the sum of twenty dollars (\$20.00), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE IX

SEPARABILITY CLAUSE


Section 9.01 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

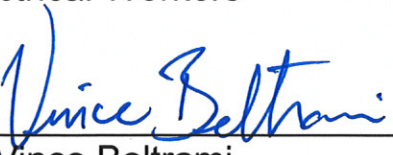
By 

Larry Bell
Executive Manager

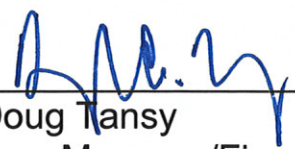
Subject to review of the National
Office, NECA

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 approval of the
International Office of the IBEW

Dated this 12th day of April, 2023.

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IBEW Local Union 1547

Phone numbers and addresses

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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