

COLLECTIVE BARGAINING AGREEMENT

between

CITY & BOROUGH OF WRANGELL

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS LOCAL 1547,
AFL-CIO**



JULY 1, 2021 THROUGH JUNE 30, 2024

CITY & BOROUGH OF WRANGELL
COLLECTIVE BARGAINING AGREEMENT

	<u>PAGE</u>
INTRODUCTION	2
PREAMBLE	2
ARTICLE 1 RECOGNITION	2
ARTICLE 2 MANAGEMENT RIGHTS	3
ARTICLE 3 DEFINITIONS	4
ARTICLE 4 HIRING, PROMOTION AND TERMINATION	5
ARTICLE 5 WORK SCHEDULE AND OVERTIME	7
ARTICLE 6 COMPENSATION	9
ARTICLE 7 HOLIDAYS	10
ARTICLE 8 VACATIONS	12
ARTICLE 9 SICK LEAVE	13
ARTICLE 10 SENIORITY	14
ARTICLE 11 LEAVES OF ABSENCE	15
ARTICLE 12 JURY DUTY/WITNESS DUTY	17
ARTICLE 13 FUNERAL LEAVE	17
ARTICLE 14 TRAINING	17
ARTICLE 15 MEDICAL BENEFITS	18
ARTICLE 16 RETIREMENT BENEFITS	19
ARTICLE 17 LABOR/MANAGEMENT COMMITTEE	19
ARTICLE 18 EMPLOYMENT PRACTICES	20
ARTICLE 19 SAFETY	22
ARTICLE 20 NO STRIKE – NO LOCKOUT	24
ARTICLE 21 GRIEVANCE AND ARBITRATION PROCEDURE	25
ARTICLE 22 NONDISCRIMINATION	26
ARTICLE 23 UNION REPRESENTATION	27
ARTICLE 24 UNION SECURITY	27
ARTICLE 25 GENERAL PROVISIONS	29
ARTICLE 26 TERM OF AGREEMENT	30
SIGNATURE PAGE	31
APPENDIX A	32
APPENDIX B	34
SALARY SCHEDULE	

INTRODUCTION

This Agreement is made and entered into by and between the City and Borough of Wrangell, Alaska (hereinafter referred to as "City" or "Employer"), and Local 1547 of the International Brotherhood of Electrical Workers, (hereinafter referred to as "IBEW" or the "Union").

PREAMBLE

The purpose of this Agreement is to set forth the understanding reached between the parties in order to promote harmonious and cooperative relations between the Employer and employees and to protect the public by assuring orderly and effective operations of government.

ARTICLE 1 **RECOGNITION**

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for and this Agreement shall cover all regular full-time, regular part-time and probationary employees in the job classifications set forth in Appendix A and Appendix B of this Agreement, who are employed by the Employer, excluding administrative and professional employees, confidential employees, managerial employees, limited part-time employees as defined in Article 3, Section 3.5, temporary employees as defined in Article 3, Section 3.7 and department heads.

1.2 Subject to past practice and to positions sharing a commonality of interest, this bargaining unit shall include, and this Agreement shall cover all regular full-time, regular part-time and probationary employees in new job classifications created after the effective date of this Agreement.

1.3 Any claim that the Employer has wrongfully removed an employee from the bargaining unit through illegitimate reclassification or promotion may be submitted, beginning at Step II of the Grievance Procedure contained herein.

1.4 Bargaining unit work may be performed by non-bargaining personnel on an incidental basis under the following circumstances: a) when necessary for training to maintain skills, credentials or licensure or for testing of equipment essential to the operation of the City; b) when assistance by non-bargaining personnel resolves an immediate safety risk to any personnel or member of the public; c) when assistance resolves imminent threat of damage or destruction to City property, improvements or infrastructure; d) in cases of emergency when regular bargaining unit personnel are not available on a regular or overtime basis;

and e) when bargaining unit members request assistance from non-bargaining personnel.

ARTICLE 2

MANAGEMENT RIGHTS

2.1 The Union recognizes the right of the Employer to operate and manage the City, including but not limited to the right to establish and require standards of performance; to maintain order and improve efficiency; to determine the management, supervisory or administrative organization of the Employer and the selection of employees to non-bargaining unit supervisory, management or administrative positions; to direct employees; to determine job assignments and work schedules; to determine the materials, technology and equipment to be used; to implement new and different operational methods and procedures; to determine staffing roles and responsibilities, levels and the performance and requirements; to determine the kinds, type, and location of facilities; to introduce new or different services, products, methods, or facilities; to extend, limit, contract out, or curtail the whole or any part of the operation; to select, hire, classify, assign, promote, transfer, discipline, suspend, demote or discharge employees for just cause; to lay off and recall employees; to require overtime work of employees; and to promulgate and enforce rules, regulations, education/training, safety requirements, and personnel policies and procedures; provided that such rights, which are vested solely and exclusively in the Employer, shall not be exercised by ordinance or otherwise so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude management prerogatives not mentioned. All matters not covered by the language of this Agreement may be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it, from time to time, shall determine. Any claim that the Employer has exercised such rights and power contrary to the provisions of the Agreement may be submitted to the grievance procedure contained herein. This section shall not conflict with the Union security provisions contained herein.

2.2 The Employer shall have the right to subcontract work covered by the Agreement. No regular employee shall be laid off, terminated, or discharged by the Employer as the result of the Employer subcontracting any work.

2.3 The parties agree and understand that the purpose and intent of this provision is not in any way to limit or restrict the ability of the Employer to do business with other employers, but, rather, this provision is designed and intended to preserve work for employees whose wages, hours, benefits and safety conditions of employment are prescribed by this Agreement, or in the event subcontract of work covered by this Agreement is undertaken that the performance of such work and practice of subcontracting do not result in the destruction of

wages, hours, benefits and safety conditions of employment achieved through the collective bargaining process.

ARTICLE 3

DEFINITIONS

3.1 Non-Exempt Employee: All employees covered by this Agreement.

3.2 Regular Employee: Employees who have satisfactorily completed their new-hire probationary period. Regular employees are either Regular Full-Time Employees or Regular Part-Time Employees.

3.3 Regular Full-Time Employees: Employees who are regularly scheduled to work at least thirty (30) hours per week.

3.4 Regular Part-Time Employees: Employees who are regularly scheduled to work less than a full-time work schedule but at least fifteen (15) hours per week. Such employees shall receive benefits on a pro rata basis.

3.5 Limited Part-Time Employees: Employees who are regularly scheduled to work less than fifteen (15) hours per week and whose schedule vary depending upon need. These employees are not eligible for benefits other than those that are required by law.

3.6 Probationary Employees: All newly hired or re-hired Regular Employees during the first one hundred eighty (180) calendar days preceding their most recent date of hire.

3.7 Temporary Employees: Employees who are not regularly scheduled and who work when work is available, or when hired to work a regular schedule during a specific period not to exceed six (6) months when additional work of any nature requires a temporarily augmented force, or who are hired in the event of an emergency or to relieve employees because of illness or to work during vacation periods. No regular employee shall be laid off and replaced by a temporary employee. A classification shall not be filled with a temporary employee for more than nine (9) months within a twelve (12) month period. Any temporary employee who is employed for six (6) consecutive months and then re-employed within thirty (30) days thereafter shall be considered an employee covered by this Agreement upon re-employment unless the Union agrees otherwise. The Employer will inform the Union when it has hired temporary employees to fill positions covered by this Agreement.

3.8 Foreman/Supervisor: A Foreman/Supervisor is a bargaining unit member and who supervises other employees as assigned. He/she may work with

tools, provided it does not interfere with the supervision of safety. Although covered by this Agreement, foremen shall be considered supervisory with full supervisory authority and responsibility as directed by the Employer, and the Employer shall be the sole judge of their qualification, selection, performance, and removal. Said exercise of such judgment shall not be subject to the grievance procedure herein. Instructions will normally and usually be given by an employee's immediate supervisor, most often a Department Director.

3.9 Continuous Employment: The time period from the employee's date of hire to the employee's date of termination or retirement from City employment. All paid and unpaid leave is counted as continuous employment.

3.10 Termination: When an employee's employment with the City ends either by an action of the Employer or by a voluntary action by the employee.

3.11 Retirement: An action by the employee by which ends his/her employment with the City once he/she becomes eligible for Retirement.

3.12 Trial Period: The allotted time in which, after a regular employee is promoted or transferred into a different position, either the employee may voluntarily return to his/her previous position, or the Employer may return the employee back to his/her previous position.

3.13 Shift Employees: Shift employees as it pertains to this Agreement are those employees whose normal workweek schedule may include a shift outside the hours of 7:00 a.m. to 5:00 p.m.

ARTICLE 4

HIRING, PROMOTION, TERMINATION

4.1 Notices of vacancies in positions covered by this Agreement shall be posted for five (5) working days on all previously designated bulletin boards in advance of permanently filling the position in order to afford presently employed bargaining unit employees the first opportunity to apply. If qualified employees apply during the exclusive in-house 5 day filing period, they will be considered by the Employer before other applications are considered from outside the bargaining unit. Being considered is no guarantee of a transfer or a promotion. The Employer shall make their determination of qualified bargaining unit applicants within five (5) working days following the five (5) day in-house filing period.

4.2 In making temporary and permanent appointments and promotions within classifications covered by this Agreement, seniority of bargaining unit employees shall be given full consideration, and where required skills and abilities are equal, seniority shall prevail. Any dispute as a result of an employee being

promoted over an employee with more seniority may be subject to the grievance procedure contained herein.

4.3 Any regular bargaining unit employee who is promoted or transferred into a different position covered by this Agreement shall be given a reasonable period, not to exceed thirty (30) working days, to become familiar with the job and to demonstrate the ability to fill the position satisfactorily. If during this trial period, the employee demonstrates unsatisfactory ability for the job, the employee shall be returned to the employee's former job without loss of seniority. If within thirty (30) working days, the employee determines that the position is not satisfactory, the employee shall be returned to his/her former position without loss of seniority.

4.4 All new employees with the exception of part-time and temporary employees shall be considered employed on a probationary basis and classified as such for the first one hundred eighty (180) days of their employment. During the probationary period, new employees may be discharged without cause at the full discretion of the Employer. Probationary employees will be evaluated after ninety (90) days. If retained after one hundred eighty (180) days in the same position, such employees shall thereafter be considered regular employees, be classified as such, and be entitled to all rights and privileges contained in this Agreement, retroactive to their most recent date of hire as a probationary employee.

4.5 No regular employee shall be discharged without just cause. The existence of cause for discharge, if disputed, shall be subject to the grievance procedure contained herein. When appropriate, the Employer will follow the principle of progressive discipline.

4.6 If it becomes necessary to lay off any regular employee covered by this Agreement, the Employer shall give the affected employee notice in writing two (2) weeks in advance or, in lieu of such notice, two (2) weeks' pay at the employee's regular rate of pay at the time of such layoff. If the layoff is permanent, the employee shall also receive the equivalent cash value of accrued vacation leave eligible for distribution.

4.7 All temporary employees who progress without a break in employment to a regular position covered by this Agreement, will be entitled to all rights and privileges contained in this Agreement, with their probationary period, seniority, and leave accruals retroactive as of their initial date of hire as a temporary employee. However, if a temporary employee progresses to a position other than their temporary position the employee shall serve a probationary period of one hundred eighty (180) days in the new position.

4.8 Only those bargaining unit employees defined in Article 3 as regular full-time, regular part-time, probationary, and temporary shall be allowed to perform work in those classifications listed in Appendix A of this Agreement.

ARTICLE 5
WORK SCHEDULE AND OVERTIME

5.1 Normal Workday and Work Week:

The normal work week for employees, except shift employees, shall consist of forty (40) hours, Monday through Friday. The normal workday for all employees, except shift employees, shall consist of eight (8) hours plus an unpaid meal period of at least one-half hour.

5.2 The normal week for shift employees shall consist of forty (40) hours and shall be from 12:00 midnight Saturday to 12:00 midnight the following Saturday. Where mutually agreed to by the Employer and employee concerned, a normal workday or shift may consist of more than eight (8) hours. The normal work time for shift employees shall be when 75% of their time is scheduled between 7:00 a.m. to 5:00 p.m. for day shift; 3:00 p.m. to 1:00 a.m. for swing shift, and 11:00 p.m. to 9:00 a.m. for third or graveyard shift, unless mutually agreed otherwise.

5.3 Deviations from the normal work week for employees, except shift employees, including a four-day, ten-hour work schedule shall be allowed; provided, however, any deviation from the normal work week shall be mutually agreeable between the Employer, the employee involved and contact the Union for any permanent changes.

5.4 All time worked by regular employees in excess of their normal workday or shift and all time worked by all employees covered by this Agreement in excess of forty (40) hours during any one (1) week shall be considered overtime. All overtime work shall be paid at one and one-half times (1½) unless noted otherwise in this Agreement.

5.5 Anytime an employee's workday schedule, including days off, is changed with less than one (1) weeks' notice, the employee shall be compensated at the overtime rate for the days which would have been considered the days off. The foregoing shall not apply to scheduled shift changes such as change from day shift to swing shift. The work week schedule for shift employees shall not exceed five (5) days on, with two (2) days off in seven (7) days. Work schedules for shift employees shall be posted by the 25th of the month covering the succeeding month. All shift employees shall have at least eight (8) hours of relief between shifts. Any employee not having an eight (8) hour break between shifts shall be paid the overtime rate for those hours falling during the eight (8) hour relief period.

5.6 Insofar as practical, overtime shall be divided as equally as possible among regular employees of the same job classification.

5.7 Any regular employee working within the defined hours of swing shift will receive an additional one dollar (\$1.00) per hour for all hours worked. Any employee working within the defined hours of graveyard shift will receive an additional two dollars (\$2.00) per hour for all hours worked. This shift differential pay shall be added to the employee's base hourly rate of pay before the computation of any applicable overtime rate.

5.8 All work performed by a regular or probationary employee on a holiday will be at the double time rate plus the holiday pay.

5.9 In the event an employee is asked to work during his/her vacation, the employee shall receive the double time rate of pay for all hours worked in addition to vacation pay. The employee may have the option to not receive vacation pay and have those vacation hours credited back to accrued vacation time.

5.10 Call Out/Call Back: When a regular or probationary employee is called in to work outside of the normal work schedule, a minimum of two (2) hours pay at the double time rate shall be paid to the employee. For all hours worked during the call out, in excess of the first two (2) hours, the employee shall receive overtime at the rate of double time. The call out time begins when the call is placed to the employee and ends once the employee returns to shop headquarters.

A. If an employee who was called out/back to work and has completed his/her assignment and left work, is again called back to work, he/she will not receive another minimum if the time of return is within the previous two (2) hour minimum.

5.11 When an employee covered by this Agreement is required to work two (2) or more hours after their normal quitting time without notice prior to employee's regular quitting time of the preceding day, the employee shall be furnished a meal and time necessary to eat, not to exceed one-half (1/2) hour, and at intervals of not more than four (4) hours thereafter while continuing to work. Mealtimes shall be on the Employer's time. Crews called out for emergency work before their normal starting time and required to work through their normal starting time or beyond shall be furnished breakfast at the Employer's expense and allowed not to exceed one-half (1/2) hour to eat.

5.12 The City may assign employees to perform work out of the employee's regular classifications.

A. All regular employees who are assigned to perform the work of a higher rated classification shall be paid for time worked, at the higher rate classification. Assignment of an employee to a higher rated classification or

that provides for a wage increase of at least three percent (3%) without an increase in pay shall be limited to bona fide training situations.

B. An employee who is assigned to perform the work of a higher rated classification will receive acting pay for wages only.

C. In the absence of a Lead, Foreman, or Department Director, a qualified, regular, or probationary, employee may be designated by the applicable Department Director to perform the duties of the absent position. When so designated, the employee is considered the "acting" absent position. Acting designation may be assigned when the absence is for a full eight (8) hour workday, or longer, and the following conditions are met: 1) the employee is sufficiently trained, certified, licensed, or proficient in performing the required duties; and 2) the employee will be supervising other employees or will be performing tasks or assuming responsibilities outside the current job description of the employee.

When acting as a Lead, Foreman, or Department director, the employee will be paid a rate equal to the first step of the position or 15% above their current rate, whichever is higher.

D. An employee who is assigned to work in a lower rated classification shall be paid at his/her regular straight time hourly rate.

5.13 Stand-by Time: Employees shall receive \$6.00 per hour while on stand-by. Stand-by time is a period of time in addition to normal work time during which an employee is not working but is required to restrict activities and be available for return to work. An employee is not considered to be on stand-by status unless he/she has previously been, at least twenty-four (24) hours in advance, informed by their supervisor or department head of the assignment. Each stand-by assignment shall be for no less than eight (8) hours.

A. An employee shall not receive stand-by pay for hours actually worked or for hours reimbursed by a call-back minimum.

B. Stand-by duty requires the employee so assigned to:

1. Be available for the Employer to contact at all hours by a communication device(s) designated and provided by the Employer.
2. Respond immediately to calls for his/her service, and
3. Refrain from activities which might impair his/her ability to perform his/her assigned duties should he/she be called out.

ARTICLE 6

COMPENSATION

6.1 Each year, upon the employees' anniversary of date of hire under the current position, all employees covered by this Agreement shall receive a one (1) step increase subject to a satisfactory performance evaluation, until the final step on the new Wage and Grade Table, Appendix B.

6.1.1 Performance evaluations shall be completed on or before the employees' anniversary date. Any dispute over an employee's performance evaluation shall be subject to the grievance procedure as outlined in this Agreement.

6.1.2 An employee who has taken a voluntary transfer into a lower graded classification and after sixty (60) days, but before one hundred twenty (120) days, bids back into his/her former position, shall regain his/her former wage of the higher classification plus any performance evaluation increases which may have occurred as outlined in Section 6.1. The employee will not, however, receive the promotional increase for this transfer as stipulated in Section 6.2.

6.1.3 Effective July 1, 2021, all steps on the existing wage and grade table will increase by two percent (2.0%). The upgraded wage and grade table is located in Appendix B.

6.1.4 Effective July 1, 2022, all steps on the new wage and grade table in Appendix B will be increased by two percent (2.0%).

6.2 When an employee is permanently promoted or transferred to a higher grade, the employee will be placed in the first step of the new grade that provides a wage increase of at least three percent (3%).

6.3 If a permanent transfer to a lower grade level occurs, the employee will move to the step that approximates the employee's current wage or to the final step if the entire grade is less than the current wage of the employee.

ARTICLE 7

HOLIDAYS

7.1 The following guaranteed paid holidays shall be recognized under this Agreement for all Regular and Probationary employees:

Seward's Day	Last Monday in March
New Year's Day	January 1 st
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veterans' Day	November 11 th
Thanksgiving	Fourth Thursday and Fourth Friday in November
Christmas	December 25 th
Floater	1 per calendar year (Section 7.8)

7.2 Holiday pay will be calculated at eight (8) hours times the employee's straight-time hourly rate.

7.3 When any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday, or when it falls on a Saturday, the preceding Friday shall be observed as the holiday.

7.4 If a holiday falls during an employee's regularly scheduled work week, the employee shall receive time off without loss of pay.

7.5 Worked performed on holidays will be paid for at the appropriate overtime rate in addition to the holiday pay.

7.6 When a holiday falls on a regular workday, during an employee's vacation or sick time, holiday pay will be provided instead of the leave benefit. Holiday pay shall not be counted against accrued vacation time or sick leave.

7.7 Vacation, sick leave and holidays will be counted as hours worked for the purpose of calculating overtime.

7.8 In addition to the holidays granted above, all regular employees shall receive one (1) floating holiday per calendar year, after one (1) year of continuous employment. Requests for floaters must be made as far in advance as possible. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

ARTICLE 8

VACATIONS

8.1 After completing the one hundred eighty (180) day probationary period, all regular employees shall be eligible to receive paid vacation benefits accrued according to the following schedule:

- a. Upon eligibility, the employee is entitled to ten (10) vacation days for the first year, accrued monthly at the rate of 6.67 hours.
- b. After one (1) year of continuous service, the employee is entitled to fifteen (15) vacation days each year, accrued monthly at the rate of 10.00 hours.
- c. After four (4) years of continuous service, the employee is entitled to twenty (20) vacation days each year, accrued monthly at the rate of 13.33 hours.
- d. After nine (9) years of continuous service, the employee is entitled to twenty-five (25) vacation days each year, accrued monthly at the rate of 16.67 hours.
- e. After fourteen (14) years of continuous service, the employee is entitled to thirty (30) vacation days each year, accrued monthly at the rate of 20.00 hours.

8.2 Regular Part-Time employees working less than forty (40) hours per week will have vacation hours earned each month pro-rated based on weekly hours worked divided by 40.

8.3 Partial months earned during termination are not pro-rated. If an employee worked fifty percent (50%) or more of the workdays in the month in which his/her employment was terminated, then the employee will be credited for the entire month. If the employee worked less than fifty percent (50%) of the workdays in the month, in which his/her employment was terminated, no vacation time will be credited for that month.

8.4 During the probationary period, vacation time shall accrue but may not be taken prior to six (6) months of continuous satisfactory service, but after six (6) months of employment, vacation time shall then be retroactive and include the first month of the employees' date of hire.

8.5 Vacation pay shall be at the employees' current rate of pay at the time of vacation. Paid vacation time may be used in increments of one-half (1/2) hour.

8.6 The length of eligible continuous service is calculated on the basis of a "benefit year". This is the twelve (12) month period that begins on the employees' date of hire.

8.7 All regular employees shall be paid upon termination of employment up to a maximum of 320 hours of vacation time earned but not used

8.8 Upon retirement all regular employees shall be paid 100% for all vacation time earned but not used

8.9 An employee may not accumulate more than five hundred twenty (520) hours of vacation time at the end of any pay period. Written notification will be given to the employee at such time the employee's cap is reached.

8.10 Employees accruing vacation time at the rate of one (1) or more days per month, must take at least five (5) days of paid vacation days annually. Employees accruing vacation time at the rate of two (2) or more days per month must take at least ten (10) paid vacation days off annually.

8.11 If an employee is denied vacation time, which ultimately places him/her over the maximum accumulated hours, the employee shall be allowed to sell back as many hours as necessary to keep him/her under the maximum hour levels. For the purpose of this section, all vacation time must be requested 60 days in advance. In the event more than one employee requests the same vacation period, and it is determined by the Employer that too many employees would be gone in a given department, the employee (s) with the most department seniority shall be given preference.

ARTICLE 9

SICK LEAVE

9.1 Upon completion of the probationary period, all regular employees shall accrue paid sick leave benefits at the rate of one (1) day (eight (8) hours) for each month of continuous employment up to a maximum of sixty (60) days (480 hours) and shall be paid at the employees' current rate of pay.

9.2 Paid sick leave benefits shall accumulate from the date of hire.

9.3

a. Accumulation of sick leave above four hundred eighty (480) hours shall be converted from sick leave to vacation leave on July 1st of each year.

At such time the employee may elect to cash-out half of their excess accumulated hours. This conversion shall not exceed 200 hours per year.

b. Employees officially retiring, or employees who have been employed with the Borough in a position for 15 or more years intending to voluntarily leave employment, are eligible for cash-out of accrued sick leave up to 280 hours as follows:

i. A hard-copy letter with an original signature declaring the employee's last day of employment is submitted to the Borough.

ii. For each one-month (30 calendar days) increment advance notice in writing is provided, the employee will receive one week (40 hours) of sick leave cash-out at the time of separation.

iii. Total cash-out of accrued sick leave (9.3 b) and total advanced notice cash-out (9.3 b ii) shall not exceed an accumulated combined 280 hours.

9.4 The Employer reserves the right to require sickness to be supported by a doctor's certificate in the case of habitual absenteeism and after 5 consecutive days of being absent.

9.5 Paid sick leave benefits shall be paid at the employee's current rate of pay for an illness or injury which has actually incapacitated the employee and prevented the employee from performing normal duties, or for absence due to illness in the employee's immediate family requiring the employee's personal attendance. Doctor, dental, or vision appointments shall be included as cause for sick leave.

9.6 In case of injury or ailment, which is covered by the Alaska Workers' Compensation Act, the employee will continue to accrue all benefits allowed under this Agreement, including but not limited to sick leave, vacation, and health & welfare insurance.

9.7 At the expiration of any period of sick leave, an additional period of up to ninety (90) days without pay shall be granted at the written request of the employee and the need for such sick leave must be proven by a doctor's certificate. Seniority rights shall be held by the employee until the expiration of any such period of leave without pay.

9.8 When an employee is temporarily, partially disabled and as a result is unable to perform regular duties, the Employer will make a reasonable effort to assign light duty when available.

9.9 An employee shall notify his/her supervisor immediately, or as soon as safely possible, in case of an accident or injury sustained on the job.

9.10 In the event an Employee covered by this Agreement requires leave, for a legitimate hardship (medical, family, or similar need), greater than his/her accrued leave, the Department Director for that employee may request leave donation through the Borough Manager for that Employee. The type and number of hours of leave shall be estimated, and a call to employees for donations will be solicited by the HR Representative. When sufficient leave has been donated, the call will end. Additional leave donation requests may be submitted for consideration. The value of the donated leave will be converted and paid at the current hourly rate of the Employee receiving the leave.

ARTICLE 10

SENIORITY

10.1 Seniority as used herein shall mean the length of continuous employment with the Employer within job classifications covered by this Agreement. Employees shall not accumulate seniority during the period of probationary employment. After employees have completed the probationary period and have been transferred to regular status, seniority shall be dated from the date of hire.

10.2 The seniority of an employee shall terminate if that employee:

10.2.1 Is laid off for a period of more than twelve (12) consecutive months.

10.2.2 Resigns from employment with the Employer.

10.2.3 Is discharged with just cause.

10.2.4 Is temporarily laid off and fails to return to work within ten (10) working days after written notice requesting the individual to return to work is delivered by registered mail to the individual's last known address or to the individual personally, and fails to notify the Employer of an intention to return to work within forty-eight (48) hours after having received such notification.

10.3 Any layoffs shall be made in the inverse order of the seniority of the employees by job classification within each department, provided ability and qualifications are equal. If thereafter, a vacancy in the same classification occurs, seniority, ability, and qualifications of those on layoff status shall be considered when filling the vacancy. Temporary positions in a department in which one or

more employees have been laid off during the preceding twelve (12) month period shall be offered first to the laid off employees who are qualified to perform the temporary work.

10.4 Excepting the position of foreman, in the filling of new jobs, vacancies and in making temporary and permanent promotions, seniority, as defined in this Agreement, shall be given full consideration; and where ability and qualifications mean requirements that are pertinent to the job classification.

10.5 In the selection of shifts and vacations, seniority shall prevail, insofar as practical, in the best interests of service.

ARTICLE 11

LEAVES OF ABSENCE

11.1 All leaves of absence without pay are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply granting or denying the request shall be given by the Employer within thirty (30) days, except in the case of an emergency.

11.2 Leaves of absence without pay may be granted for periods of up to one hundred eighty (180) calendar days without loss of accrued benefits and seniority, provided that the regular employee must use accrued vacation/sick leave before being placed on leave without pay (LWOP) status. In special cases, leaves of absence may be granted to probationary employees, and may be extended by mutual written agreement. If LWOP status is extended beyond 180 days for an employee, the limitations related to Temporary employees outlined in Section 3.7 shall be waived if an employee is hired on a temporary basis to backfill for an employee on LWOP.

11.3 Leave required in order for a regular or probationary employee to maintain status in the National Guard or a military reserve of the United States shall be granted without loss of pay and without loss of benefits accrued to the date of such leave commences. Regular and probationary full-time employees on such leave shall be compensated by the Employer for the difference between their military pay and their regular pay up to a maximum of two (2) weeks. A copy of the order issued by the appropriate authority for military training shall accompany requests for special military leave. Upon return to duty the regular or probationary employee shall furnish the Employer evidence of the amount of National Guard or Reserve pay received during the period of special military leave before he/she will be reimbursed any additional monies by the Employer.

11.4 An employee who is selected or properly appointed to a position of responsibility in the Union may be granted a leave of absence without pay or fringe

benefit or seniority accrual for a period not to exceed three (3) years without loss of established seniority. Such leave of absence shall be requested by the Union and will be considered based on the operational needs of the City. Upon expiration of the leave of absence, the employee shall be reinstated to the first available opening in the employee's former classification.

11.5 Employees attending conferences, seminars, or workshops, on behalf of the Union, will be allowed to take leave without pay, upon approval of the leave request. Such leave shall not be unreasonably denied. Employees taking leave without pay for Union business are not required to use accrued leave prior to being placed on leave without pay status.

11.6 The Employer shall provide leave to eligible employees in accordance with the requirements of the state and federal Family and Medical Leave Acts (FMLA).

11.7 Employees may retain up to five (5) days of paid leave prior to being placed on Family Medical Leave without pay. The choice to retain leave must be included in the initial request.

11.8 Employees on approved FMLA shall have their health insurance benefits continued as if they are working.

ARTICLE 12

JURY DUTY/WITNESS DUTY

12.1 Employees who are called to serve on jury duty, or who are subpoenaed to testify in court on a matter related to their employment or volunteer activities on behalf of the City, shall be compensated by the Employer for the difference between their jury duty or witness pay and their normal straight-time pay. The Employee will suffer no loss of accrued benefits for such time. If the employee is temporarily or permanently excused from jury or witness duty, the employee shall promptly return to work.

12.2 Employees will be granted vacation leave for court appearances on their own behalf or as a witness at the request of a party other than the Employer. Timely notification to the Employer will be given when possible.

ARTICLE 13

FUNERAL LEAVE

13.1 The employee, at his/her request, shall be granted reasonable time off as funeral leave of absence. Such time off may be charged at the employee's option, to his/her vacation account or sick leave account. Should the employee's vacation and sick leave accounts both be insufficient, the employee shall be permitted a reasonable amount of time as funeral leave without pay. In the event

of death of an employee's parent, child, sibling, spouse, father-in-law, or mother-in-law the first five (5) days of such leave shall be paid by the Employer without impacting the employee's sick leave account or vacation account.

ARTICLE 14

TRAINING

14.1 The Employer and the Union will cooperate in encouraging training programs, including government-funded programs, which will provide initial and advanced training for the employees. Within budget limitations, the Employer may provide an educational assistance plan for regular full-time employees to improve skills, knowledge and abilities relating to their present positions or to positions to which they might logically progress.

14.2 In order to receive reimbursement for training, employees must request and receive prior approval from the Employer and must satisfactorily complete the course with a grade C or better. Upon completion of the approved course, the employee may submit a request for reimbursement, together with receipt of tuition and books, to the department head who will process the request for payment. All usable books and other materials received as a part of Employer-funded courses shall be the property of the Employer and shall be available in applicable departments for use by employees. Such education must be identified in the employee's performance evaluation and must be coordinated through the HR Representative.

14.3 When assigned to a school or training facility by the City, employees will not suffer a loss in wages. If schooling is taken out of town or it is necessary to travel out of town at the City's insistence, room will be reimbursed, if necessary, upon presentation of proper receipts, and all major transportation shall be taken care of in advance by the City. When travel is authorized by the Employer for training on an employee's regularly scheduled day off, the employee shall receive compensation at the employee's straight time hourly rate for actual travel time not to exceed eight (8) hours of compensation per travel day. In addition, a \$50 per diem for meals and incidental expenses shall be paid to the employee while out of town on training.

14.4 When assigned to a school or training facility by the City, employees will agree to remain in City service one month for every day (including Saturdays and Sundays) that he or she is attending the school and for which the City is paying his or her salary, travel and lodging costs, and per diem. There shall be a two-year maximum to the length of time that the employee must remain in service. Should the employee leave the service of the City prior to the completion of computed service time, he or she shall reimburse the City for costs incurred in proportion to length of time remaining to be served. If the employee is involuntarily separated from the service of the City before completion of computed service time, the remaining time to be served will be cancelled.

ARTICLE 15
MEDICAL BENEFITS

15.1 The Borough will make available to all employees a health insurance plan, subject to plan eligibility requirements.

15.1.1 Beginning July 1, 2017, the City and Borough of Wrangell shall pay 85% of the cost of the insurance premiums for the Employee and any enrolled spouse or dependents for all bargaining unit employees hired after January 1, 2011, and those employees will pay the remaining 15% of the cost of coverage for the employee and enrolled spouse and/or dependents in the form of a payroll deduction at the end of the pay period and month of coverage.

15.1.2 Beginning July 1, 2017, the City and Borough of Wrangell shall pay 90% of the cost of the insurance premiums for the Employee and any enrolled spouse or dependents for all bargaining unit employees hired before January 1, 2011, and those employees will pay the remaining 10% of the cost of coverage for the employee and enrolled spouse and/or dependents in the form of a payroll deduction at the end of the pay period and month of coverage.

Section 15.1.2 shall sunset on June 30, 2022. Employees hired prior to January 1, 2011, and the 90/10 split shall receive a one-time, two percent (2%) of their regular FY 2021 salary (July 1, 2020, to June 30, 2021), bonus at contract signing. Effective July 1, 2022, all employees will fall under 15.1.1.

15.2 Either party may propose to the other, during the term of this Agreement, an alternate health insurance plan if the proposed plan offers equal or better coverage at an equal or reduced premium. In the event that one party gives written notice to the other that such a plan is available, the parties will meet to review the plan proposed.

15.3 Employees and the Union will receive notification of any proposed changes in insurance coverage prior to implementing any changes.

15.4 Repealed.

15.5 The Employer agrees to continue a deductible reimbursement program equal to the City and Borough of Wrangell's Health Reimbursement Arrangement.

ARTICLE 16

RETIREMENT BENEFITS

16.1 All regular permanent employees shall be eligible to participate in the Alaska Public Employees Retirement System (PERS) and the Supplemental Benefits System (SBS) as provided by the State of Alaska.

ARTICLE 17 **LABOR/MANAGEMENT COMMITTEE**

17.1 A Labor/Management Committee, consisting of no more than three (3) regular representatives from City Management, and no more than three (3) representatives from the employee group will meet upon written notification of desire to convene by either party. The primary activities of this committee will include: contract interpretation, pre-grievance discussions of operating problems, method improvement and public relations.

17.2 The Committee will not have the authority to alter the meaning or cost application of the Collective Bargaining Agreement, nor will it act as a grievance committee once a grievance has been filed. The chair shall rotate between the City and the Union, alternately, at each meeting.

ARTICLE 18 **EMPLOYMENT PRACTICES**

18.1 Employees shall have access to the confidential personnel and payroll files that relate to them. Access to these files by other than the Borough Manager or his/her designee, the employee's immediate supervisor and department head shall not be allowed without prior approval of the Borough Manager, except that the Finance Director may have access to payroll and benefits records. Employees shall be advised as to any other persons who may be granted access to these files.

18.2 An employee may exchange a scheduled day off for another day if the employee's supervisor and any other affected employee agree.

18.3 In case of occupational injury, or prolonged illness, the employee's position or a comparable position shall be held for up to twelve (12) months or until it has been medically determined that the employee will be unable to return to that job, whichever occurs first, and the employee shall not lose accrued seniority during this period. The limitations related to Temporary employees outlined in Section 3.7 shall be waived if an employee is hired on a temporary basis to backfill a position being held under this section provided, the Employer notifies the Union in writing, a) at the time of hiring; b) at the time of transition in the case of an existing Temporary Employee, that the Temporary Employee is being used to

backfill a specified position in accordance with this section; or c) at the time the Borough is notified that the Permanent Employee's absence will extend beyond six (6) months, requiring extension of the term of the Temporary Employee being used to backfill a specified position in accordance with this section beyond six (6) months.

18.4 Reserved for future use.

18.5 The Employer shall furnish a room with lockers for clothes, tools, etc., and facilities for draping clothing and equipment. The Employer shall also furnish the cost of required overalls, rain gear, boots, or other protective clothing for all full-time employees not to exceed five hundred dollars (\$500.00) per year per employee. Reimbursement will be made based on evidence of purchase. This allowance may also be used for personal clothing that has been destroyed or deemed unusable in the performance of the employee's job. Employees are required to check their balance before purchase.

18.6 Employees shall travel between facilities and job sites on the Employer's time and in City vehicles and shall report at shop headquarters in which they are regularly employed. Employees will not use personal vehicles in the course of their work unless specifically authorized in writing, in which case the maximum Internal Revenue Service (IRS) allowable reimbursement rate per mile will be paid. Employees approved to use personal vehicles must be licensed, registered, and insured in accordance with Alaska state law.

18.7 Employees who report for work on a scheduled workday and who, because of inclement weather or comparable reasons, are unable to discharge their usual duties, will be paid for such day at the applicable rate; provided, however, that such employee may be assigned to other work or participate in training and instruction pertinent to their employment, including first aid and safety. Reassignment of other work or training shall be at the sole discretion of the Employer.

18.8 All work shall be executed in a safe and proper manner. The Employer and employees shall be responsible for carrying out safety practices. Any employee injured on the job, however slightly, must report the fact immediately to his/her supervisor or other responsible department official. All departments and facilities shall be outfitted with first aid kits which shall be kept properly supplied, and in clean and good condition.

18.9 Employees may engage in occupations or outside activities as long as they do not interfere with their job duties or create a conflict of interest.

18.10 Changes on timecards that involve an employee's rate of pay or hours worked shall be brought to the attention of the employee involved as soon as practical and the authorized Union representative. Copies of an employee's

timecards shall be made available for inspection if requested by the employee or an authorized Union representative.

18.11 Payroll will be issued every two weeks beginning March 1, 2022. Employees will normally be paid on Friday on a biweekly basis. If the regular pay day occurs on a holiday, employees will be paid on the last working day prior to the regular payday. Each paycheck shall be accompanied by a statement showing the number of hours worked at straight-time, the number of hours worked at overtime, and all deductions. Annual statements shall be furnished to each employee showing gross earnings, total deductions made, and total vacation and sick leave time accumulated. No unauthorized deductions or accrued earnings shall be withheld from an employee's earnings. Electronic deposits will be made upon written request by the employee.

18.12 If important changes are made in any job, either from an equipment operation or responsibility standpoint, then such job shall be reviewed for reclassification by mutual agreement between the City and the Union. If new job classifications are created in divisions covered by this Agreement that would not otherwise be excluded from the bargaining unit pursuant to the recognition clause contained herein, the Employer and Union will bargain in good faith about the wages, hours and working conditions to apply to the new classification. Such negotiations shall occur prior to the hiring of the position.

18.13 An employee whose work requires driving motor vehicles must possess a valid driver's license issued by the State of Alaska, with an acceptable driving record. The Employer shall reimburse employees for the cost of job required renewal of commercial driving endorsements, including any required physical examinations. Any employee who does not hold a valid driver's license will not be allowed to operate a City vehicle until such time as a valid license is obtained. Employees must immediately report any suspension, revocation, or restriction of driving privileges to their supervisor. Failure to report a suspension, revocation, or restriction of driving privileges may result in disciplinary action against the employee.

ARTICLE 19

SAFETY

19.1 The City shall furnish such safety devices and first aid kits as may be needed for the safety and proper emergency medical treatment of the employees. All necessary rubber equipment and noise protection gear for the protection of employees working on or in close proximity of live and/or loud equipment is to be furnished by the City and shall be used by the employees at all appropriate times. The City will furnish such safety straps as may be necessary.

19.1.1 The Employer will provide an allowance of up to three hundred fifty dollars (\$350.00) for replacement of body belts and up to two hundred fifty dollars (\$250.00) for replacement of climbers and/or replacement parts for climbers for all Journeyman Lineman and indentured apprentices working under this Collective Bargaining Agreement.

19.1.2 The employee will take full responsibility for the safe upkeep of this Personal Protective Equipment (PPE) and thereby take full ownership of it. The reimbursement will not apply to belts and climbers that have been intentionally damaged. Upon a request for replacement by the employee, the Employer along with a Union designated safety committee person, shall make a determination of the present condition of the equipment, it's adequacy of protection and fit; then either approve or disapprove the replacement. Any dispute over this determination may be subject to the grievance procedure contained in the Agreement.

19.2 Both Employer and employees are required to comply with the Alaska Occupational Safety and Health Act (OSHA), as set forth in AS 18.60.010 – AS 18.60.105. Pursuant to AS 18.60.075(a) and AS 18.60.075(b), as may be amended from time to time, it shall be the responsibility of both the Employer and employees to undertake all work in a safe and proper manner. Subject to AS 18.60.077 and AS 18.60.081, The National Electric Safety Code and OSHA regulations adopted by the State of Alaska for electrical work and related activities shall serve as the standard.

19.3 All repair, installation, and maintenance work on energized high voltage equipment and on high voltage series street lighting circuits shall be done by journeyman linemen where available. The framing and handling of poles, boring and fitting on cross arms, making guys on the job, the testing repair and rebuilding of transformers, oil circuit breakers, sectionalizes, voltage regulators and other electrical apparatus will be done by qualified journeyman who may be assisted by apprentices or ground men.

19.4 When working on energized circuits of 400 volts or greater, one (1) journeyman and (1) apprentice or ground man shall be required. The apprentice or ground man shall serve principally as a standby man to render assistance in case of an accident. In no case, when working in pairs, shall they work simultaneously.

19.5 In case of trouble on energized lines, conductors, or equipment in excess of 400 volts, or where work to be performed is hazardous, two or more journeymen shall be assigned to the job when available.

19.6 All employees shall be responsible for carrying out safety and good housekeeping policies and practices. They shall see that all first aid kits are kept properly supplied and in clean and good condition, and that all protection devices

for handling high voltages are kept in good condition. Rubber gloves shall be subjected to a 15,000-volt flashover test every six (6) months and an air test before each use and shall be kept clean, dusted with talcum powder, and carried in a suitable bag provided for that purpose only. Hand tackle shall be kept in good repair.

19.7 No person except those employed therein, or duly authorized, shall enter substations or generating plants without the knowledge and permission of the person in charge of the plant at the time. Rooms and spaces shall be so arranged with fences, screens, partitions, or walls as to prevent entrance or unauthorized persons or interference by them with equipment inside, and entrances not under the observation of an unauthorized attendant should be kept locked.

19.8 No employee shall be required to work voltages in excess of 5,000 volts with rubber gloves.

19.9 The Employer will provide one set of high visibility, fire retardant raingear to employees engaged in line work (including flagging), generation maintenance, or meter reading. Replacement will be made whenever the raingear is worn out or damaged.

19.10 Safety or prescription safety eyeglasses and frames broken as a result of job-related activities will be replaced at Employer expense, providing proof of loss or breaking of glasses in the course of employment is furnished.

19.11 Drug/Alcohol Testing: IBEW, Local 1547 and the City maintain a firm joint commitment to ensure a drug-free workplace, and to comply with applicable laws and regulations for employees in positions requiring commercial driver's licenses, and a policy of pre-employment testing, reasonable suspicion testing, random testing, and post-accident testing for positions that do not require commercial driver's licenses.

19.12 A Safety and Training Committee composed of equal representation from the Employer and the employees shall be created to inspect all tools and equipment and review safety programs and training. The Safety Committee shall have the right to recommend disciplinary action for any employee who disregards safety practices and regulations. Inspections and safety meetings are to be made mandatory on a monthly basis. The Employer will forward minutes of all safety meetings to the Local 1547 Unit 104 Union office.

19.13 In the event of an incident, emergency, or disaster it may be necessary for the City to operate under the framework of the Incident Command System (ICS). In the hierarchy of the ICS structure, the Operations Section Chief dictates staff and work assignments, not the functional Supervisor or Department Director. Employees covered under this Agreement shall follow work assignments

dictated by the Incident Commander, Operations Section Chief, or designee when the City is officially operating under the ICS framework. Notification will be provided in writing to the Union and the Employees.

ARTICLE 20

NO STRIKE – NO LOCKOUT

20.1 This Agreement is a guarantee by both parties that there will be neither strikes nor lockouts during the life of the Agreement. The Union further agrees that it will not sanction, aid or abet, encourage, or continue any work stoppages, strike, picketing, sick-out, slow down, hand billing or other disruptive activity during the life of this Agreement and shall undertake all reasonable means to prevent or terminate any such activity.

20.2 Under normal conditions, it is agreed that nothing in this Agreement shall be interpreted as requiring members of the Union to work behind another labor organization's lawful picket line recognized by IBEW, Local 1547. However, it is mutually agreed that all essential services will be maintained by employees without interruption.

ARTICLE 21

GRIEVANCE AND ARBITRATION PROCEDURE

21.1 A grievance is defined as an alleged breach of this Agreement raised during its term. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. The parties agree that any problems should be resolved as quickly as possible and at the lowest level of supervision possible. If informal resolution is not possible, the following steps shall apply:

21.2 Step I – Department Head: Any employee shall first discuss any grievance with his or her Department Head within five (5) working days after the grievance arose. The employee may be accompanied by his or her Shop Steward. Grievances settled in writing at Step I, found to be contradictory to Alaska state laws may be reopened through a written notice to the Union within seven (7) calendar days from the date of the grievance decision. Grievances reopened in this manner shall proceed immediately to Step II of the grievance procedure.

21.3 Step II –Borough Manager: If the matter cannot be resolved informally at Step I, and it is the employee's desire to proceed further, the Union shall reduce the grievance to writing and submit it to the Borough Manager, or designee. The written grievance shall contain a description of the alleged problem, the section of the Agreement involved, the date it occurred, and the corrective action desired. The Borough Manager, or his/her designee will, within seven (7) working days of receipt of the written grievance, hold a meeting with the employee

and a Union representative for the purpose of resolving the grievance. The Borough Manager, or designee shall respond in writing within seven (7) working days of the Step II meeting.

21.4 Step III – Arbitration: If not settled, the Union may submit the grievance to final and binding arbitration within fourteen (14) working days following receipt of the Step II response. Upon notification that the dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator. If the parties are unable to agree on an arbitrator, the Union shall, request the Federal Mediation and Conciliation Service to supply a list of thirteen (13) qualified arbitrators and the parties shall alternately strike names from such list until the name of one (1) arbitrator remains who shall be the arbitrator. The party to strike the first name shall be determined by coin toss. The arbitrator shall be notified immediately of his or her selection by letters from the Employer and the Union requesting that a time and place for a hearing be set as soon as possible. The Arbitrator's award shall be final and binding, subject to the limits of authority stated below. The parties shall use their best efforts to minimize the costs.

21.5 The Arbitrator's function is to interpret the Agreement. The Arbitrator shall consider only the particular issue presented in writing by the Employer and the Union. The Arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute.

21.6 Any dispute as to procedure shall be heard and decided by the Arbitrator in a separate proceeding prior to any hearing on the merits. Any dismissal of a grievance by the Arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration. Each party shall bear one-half (1/2) of the fee of the Arbitrator and any other expenses jointly incurred, incidental to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party, shall be responsible for the expenses of witnesses called by the other party, except that witnesses who are employees of the Employer shall be paid by the Employer for normal working time spent testifying at the hearing.

21.7 If an employee or the Union fails to process a grievance at any step within the time limits set forth above and the procedure is not waived and such failure shall constitute a bar to any future actions thereon. The grievance shall automatically progress to the next step and not be deemed waived if the Employer (or his/her designee) fails to answer a grievance at any step in the procedure. In any event, the Union shall be entitled to a written response from the Employer prior to submission to arbitration.

21.8 Unless otherwise agreed to herein, neither party shall be required during the term of this Agreement to provide the other party with any data, documents, or reports in its possession or under its control for any purpose or

reason unless they are relevant to a filed grievance. Copies of all documents used to support and answer a grievance shall be made available to the parties.

21.9 For the purposes of this Article "working days" shall exclude Saturdays, Sundays and recognized holidays.

ARTICLE 22

NONDISCRIMINATION

22.1 The Employer and the Union agree that there shall be no unlawful discrimination against any employee or applicant for employment because of race, color, religion, age, sex or national origin, except as permitted by law and unless one of the foregoing factors constitutes a bona fide occupational qualification; provided, however, that a claim that this provision has been violated shall not be subject to Step III of the grievance procedure of this Agreement if the grievant has also filed a charge or claim with an administrative agency or court of law, and provided further, that any claim, complaint or charge that this provision has been breached or violated shall be deemed waived and unenforceable and the Employer and Union thereby released from any liability if not filed with the appropriate administrative agency and/or court of law within one hundred eighty (180) days of the alleged act of discrimination.

ARTICLE 23

UNION REPRESENTATION

23.1 The Union's Business Representative shall appoint no more than three (3) Shop Stewards within the City and shall notify the Employer as to their names and specific duties. No other employee or member of the Union, outside of the Business Manager, Business Representative, or its appointed Shop Stewards, shall represent the Union.

23.2 Shop Stewards shall perform work for the Employer to the same extent as other employees. After giving notice or having made an appointment, Shop Stewards or other authorized Union representatives, as stated above in Section 23.1, shall be allowed admission to any shop or job at any reasonable time for the purpose of investigating conditions existing on the job. Such authorized representatives shall confine their activities during such investigation to matters relating to this Agreement. Each Shop Steward shall have up to a total of four (4) hours each month unless mutually agreed otherwise, during regular working hours for investigating, presenting, or adjusting grievances and disputes relating to this Agreement. If additional time is necessary, the IBEW will be invoiced for the additional time at the full wage and benefit of the employee. Steward time shall be recorded on their individual time sheets.

23.3 The City shall furnish bulletin boards for the use of the Union in posting officially signed Union bulletins.

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

ARTICLE 24

UNION SECURITY

24.1

- A. All employees covered under the terms of this Agreement who are not already Union members may make application to join the Union as a full member or become an agency fee payer.
- B. A business representative or a shop steward will be allowed to meet with all newly hired bargaining unit employees, without charge to the pay or leave time of the employees, for a maximum of 60 minutes, within 7 calendar days from the date of hire, in a new employee orientation. Such time shall be deducted from the monthly time allotment for each shop steward as provided for in Section 23.2 of this Agreement and shall be recorded on the time sheet of the shop steward.
- C. The Employer agrees that it will not encourage employees to resign or relinquish membership in the Union or revoke authorization of the deduction of fees to the Union.
- D. The Employer shall not discourage an employee from joining the Union or becoming an agency fee payer.
- E. The Employer agrees that it will not disclose home addresses, personal telephone number(s), personal cell phone number(s), or personal e-mail address(es) of any employees for the purpose of undermining the Union, or except as provided by law or ordinance.
- F. Nothing in this Agreement prohibits the Union from charging a nonmember for the cost of a grievance and/or arbitration filed at the request of the nonmember.

24.2 During the term of this Agreement, the Employer shall deduct from the wages of employees covered by this Agreement and pay over monthly to the proper offices of the Union the membership dues, working assessments and other lawful charges or equivalent service charge for those employees who individually and voluntarily authorize such deductions in writing by signing an authorization for

payroll deduction of Union dues, copies of which shall be provided by the Employer. The Borough Manager shall be notified, in writing, by an authorized Union representative of any change in dues or fees which require payroll programming changes at least thirty (30) days prior to the effective date of the change. The Employer will not be held liable for deduction errors but will make proper adjustments with the Union for errors as soon as practicable. The Union will hold the Employer harmless for any action taken at the written direction of the Union pertaining to this Article. The City will send payment for the total amount deducted, together with a list of the individuals' names for whom the deductions were made, to the Financial Secretary as designated by the Union on or before the fifteenth (15th) day of the following month.

24.3 During the term of this Agreement, the Employer shall deduct \$7.00 per pay period from the wages of employees covered by this Agreement and pay monthly to a person or entity designated by the Union as voluntary contributions to the Union's Political Action Committee Fund for those employees who individually and voluntarily authorize such deductions in writing by signing and giving to the Employer the standard deduction authorization form provided by the Union. The deduction authorization may be revoked by the employee at any time. Both the Union and the employee agree to indemnify and hold the Employer harmless from any and all claims, demands, suits or other actions or liability that may arise out of, or exist as a result of, making these deductions or contributions.

24.4 The Employer will provide the Union with a monthly report containing the following information about employees covered by this Agreement: name and date of hire of new employees hired each month, Union dues or service charges deducted and classifications. The method and format of reporting shall be determined by the Employer. As a condition of receiving the foregoing information, the Union will treat it as confidential and limit its dissemination to official Union representatives. The Employer shall respond within twenty (20) days to any written request from the Union for information as to why any employee was not included with said information. If not satisfied with the response, the Union may submit to the grievance procedure contained herein, beginning at Step II, any claim that the Employer has wrongfully excluded any employee from the bargaining unit.

24.5 IHBF: By ratification of this Agreement, all IBEW members of the bargaining unit under this Agreement, agree that the Employer shall, upon ratification, deduct and forward to the IHBF five cents (\$0.05) per compensable hour of each bargaining unit employee. Such funds shall be forwarded in the same manner and form as other contributions submitted by the Employer.

ARTICLE 25

GENERAL PROVISIONS

25.1 Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those provided herein.

25.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties hereto, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of any or all of the parties at the time they negotiated or signed this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

25.3 Should any article, section or provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted statute or other law, or by the decree of judgment of any court of competent jurisdiction, the invalidation of such article, section or provision will not affect the remaining portions hereof and such other parts and provisions will remain in full force and effect. Upon the invalidation of any article, section or provision hereof, the parties will meet and negotiate the parts and provisions concerned within thirty (30) days from the date the fact of such invalidation is communicated to them; provided, however, that the parties may mutually agree to extend the time for such negotiations.

25.4 The Employer shall have the right to transfer employees covered by the current Collective Bargaining Agreement (CBA) to a third party, whether by sale, transfer, privatization, or any other legal means. The City is obligated to require the third party acquiring said properties, to agree in writing to both the City and IBEW, Local 1547 (Union) to:

- A. Recognize the Union as the collective bargaining representative of all transferred employees;
- B. For the duration of the CBA agree to not lay-off transferred employees and honor all terms and conditions of the CBA.

ARTICLE 26

TERM OF AGREEMENT

26.1 This Agreement shall become effective July 1, 2021 and shall continue in full force and effect through June 30, 2024 and shall continue in full force and effect from year to year thereafter unless notice of desire to amend this

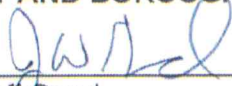
Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration. If notice to amend is given, negotiations shall commence within thirty (30) days following the date of the notice, and this Agreement shall remain in effect until the terms of a new amended Agreement are agreed upon; provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of a date stated in such notice to terminate, and shall be at least ten (10) days subsequent to the giving of such notice to terminate.

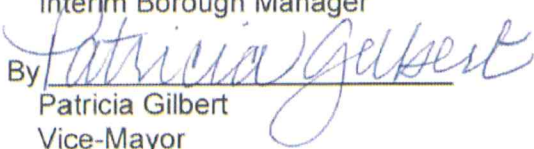
26.2 If, at any time during the Agreement, the State of Alaska reduces the current level of revenue sharing provided to the City and Borough of Wrangell, either party shall have the right to open the Agreement for the sole purpose of re-negotiating any pending wage increases agreed to but not yet in effect. These negotiations must take place prior to the effective date of any such increase.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 28 day of December, 2021.

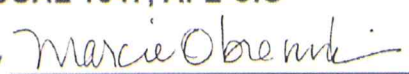
ATTEST

CITY AND BOROUGH OF WRANGELL

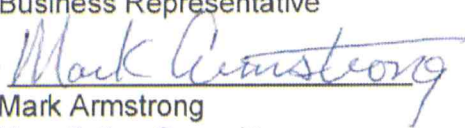
By 
Jeff Good
Interim Borough Manager

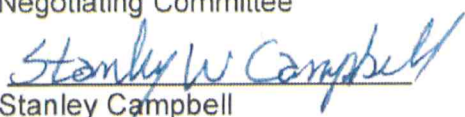
By 
Patricia Gilbert
Vice-Mayor

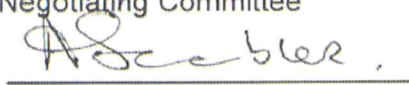
**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
LOCAL 1547, AFL-CIO**

By 
Marcie Obremski
Business Manager/Financial Secretary

By 
Robert Stamm
Business Representative

By 
Mark Armstrong
Negotiating Committee

By 
Stanley Campbell
Negotiating Committee

By 
Andrew Scambler
Negotiating Committee

GRADE	JOB CLASSIFICATION TITLE	DEPARTMENT
9	Maintenance Custodian	Pool/Museum
13	Groundman/Meter Reader	Electric
13	Harbor Maintenance Security Assistant	Harbor
14	Maintenance Specialist I/Heavy Equipment Operator Trainee	Public Works
15	Administrative Assistant	Harbor
15	Maintenance Specialist	Public Works
15	Apprentice Water/Wastewater	
16	Electric Dispatch Secretary	Electric
16	Sanitation Worker	Sanitation
17	Ports and Harbors Maintenance	Harbor
19	Facility Maintenance Specialist	Public Works
19	Harbor Services Leadman	Harbor
19	Marine Service Center/Harbor Services Leadman	Harbor
19	Mechanic	Garage
19	Skilled Maintenance Specialist	Public Works
19	Water Treatment Operator	Water/Wastewater
19	Wastewater Treatment Operator	Water/Wastewater
20	Diesel Electric Mechanic	Electric
20	Mechanic Leadman	Garage
23	Water Treatment Leadman	Water/Wastewater
23	Wastewater Treatment Leadman	Water/Wastewater
23	Public Works Foreman	Public Works
27	Electrical Lineman	Electric
29	Electrical Line Foreman	Electric

**CITY AND BOROUGH OF WRANGELL
APPENDIX A (continued)
APPRENTICE WAGE SCHEDULE**

<u>GRADE</u>	<u>JOB CLASSIFICATION TITLE</u>	<u>DEPARTMENT</u>
9	Maintenance Custodian	Pool/Museum
13	Groundman/Meter Reader	Electric
13	Harbor Maintenance Security Assistant	Harbor
14	Maintenance Specialist I/Heavy Equipment Operator Trainee	Public Works
15	Administrative Assistant	Harbor
15	Maintenance Specialist	Public Works
15	Apprentice Water/Wastewater	
16	Electric Dispatch Secretary	Electric
16	Sanitation Worker	Sanitation
17	Ports and Harbors Maintenance	Harbor
19	Facility Maintenance Specialist	Public Works
19	Harbor Services Leadman	Harbor
19	Marine Service Center/Harbor Services Leadman	Harbor
19	Mechanic	Garage
19	Skilled Maintenance Specialist	Public Works
19	Water Treatment Operator	Water/Wastewater
19	Wastewater Treatment Operator	Water/Wastewater
20	Diesel Electric Mechanic	Electric
20	Mechanic Leadman	Garage
23	Water Treatment Leadman	Water/Wastewater
23	Wastewater Treatment Leadman	Water/Wastewater
23	Public Works Foreman	Public Works
27	Electrical Lineman	Electric
29	Electrical Line Foreman	Electric

**CITY AND BOROUGH OF WRANGELL
APPENDIX A (continued)
APPRENTICE WAGE SCHEDULE**

Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the current journeyman wage rate, at Step 6 of the Journeyman Lineman wage schedule in Appendix A:

Period	Percent	OJT Hours	Related Training Component
1 st	50%	0-1000 Hours	Satisfactory Progress
2 nd	55%	1001-2000 Hours	Complete 1st Year
3 rd	60%	2001-3000 Hours	Satisfactory Progress
4 th	65%	3001-4000 Hours	Complete 2 nd Year
5 th	75%	4001-5000 Hours	Satisfactory Progress
6 th	80%	5001-6000 Hours	Complete 3 rd Year
7 th	85%	6001-7000 Hours	Satisfactory Progress
8 th	90%	7001-8000 Hours	Complete 4 th Year Pass State Licensing Exam

To be advanced to the next level the apprentice must have completed both the on-the-job training (OJT) hours and the related training component, as stated above.

The apprentice to journeyman ratio shall not exceed one (1) apprentice for every two journeyman. The Foreman will be counted as a journeyman for this calculation.

CITY AND BOROUGH OF WRANGELL APPENDIX B

TEMPORARY EMPLOYEES

Wages and Benefits

1. Temporary employees working in classifications other than those listed below shall be paid at the applicable rate set forth in Appendix A.

2. All employees hereunder are designated as NECA-Temporary. The term NECA refers to the Inside-Outside IBEW Alaska Electrical Construction Agreement, as amended.

3. NECA-Temporary Employees: Journeyman Linemen and Wiremen and other classifications as set forth in the IBEW-NECA Agreement may be employed as NECA-Temps for a period not to exceed six (6) months of continuous employment in a twelve (12) month period. Such employees shall be subject to this Agreement as to hours of work and applicable working rules only. In addition, NECA-Temporary employees shall receive the wage rates as set forth in the IBEW Inside-Outside Alaska Electrical Construction Agreement, as amended. The Employer shall pay for the NECA-Temp employee's account, the health and welfare benefits, retirement benefits and group legal benefits as specified in said IBEW-NECA Agreement. NECA-Temporary employees shall not accrue seniority, service credits, holiday pay, annual leave, jury duty, worker's compensation supplement or longevity. NECA-Temporary employees shall be compensated at three (3) times the appropriate straight time rate for time worked on holidays.

4. Assignment of a NECA-Temporary employee to a regular position shall not cause the employee to be treated as either a probationary or regular employee unless the Employer affirmatively indicates in writing that is the Employer's intent and desire to change the employee's status from that of a NECA-Temporary to either a probationary or regular employee.