COLLECTIVE BARGAINING AGREEMENT

between

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1547, AFL-CIO

and

PETERSBURG BOROUGH

JULY 1, 2015 – JUNE 30, 2018

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INTRODUCTION

With the goal of having an agreement that is fair to the employees, to the Borough as the employer, and to the public, the Borough and Local 1547 of the International Brotherhood of Electrical Workers, hereinafter referred to as the "Union," or the "IBEW", do enter into, establish and agree to the following conditions of employment.

ARTICLE 1
TERM OF AGREEMENT

1.1 This Agreement shall become effective at 12:01 a.m. on July 1, 2015 and shall continue in full force and effect through and including 11:59 p.m., June 30, 2018 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. This Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon, provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of a date stated in such notice to terminate. The stated date shall not be earlier than the date of expiration, and shall be at least ten (10) days subsequent to the giving of such notice to terminate.

ARTICLE 2
RECOGNITION

2.1 The Borough recognizes the Union as the sole and exclusive bargaining agent for employees in the Electric Utility Department. This Agreement shall cover all full-time, part-time and seasonal employees of the Borough in the job classifications set forth in Appendix A.

ARTICLE 3
UNION SECURITY

3.1 All employees of the Borough coming within the classifications covered by this Agreement shall share, as a condition of their employment, in the cost of maintaining and operating the Union as their collective bargaining agency in accordance with its rules, and shall be members thereof in good

standing. For the purpose of this Section, member in good standing means the obligation that all employees shall tender to the Union uniformly imposed dues, fees, and assessments.

3.2 These provisions shall not be construed as denying the Borough the right to select its employees regardless of whether such employees are members of the Union.

3.3 Management agrees the Union reserves the right to discipline its members for any violation of any of the union's laws, rules or agreements.

3.4 The Borough shall deduct from wages of employees covered by this Agreement and pay over to the proper officers of the Union the membership dues of the members of the Union who individually and voluntarily authorize such deductions in writing. This form of check-off authorization shall be approved by the Borough and the Union.

3.5 The Borough will not be held liable for check-off errors, but will make proper adjustment with the Union for errors as soon as possible.

3.6 The Borough shall furnish space for a Union bulletin board for the use of the Union in posting officially signed Union business.

3.7 Based on a vote by the bargaining unit, the Business Representative may appoint a steward and so notify the Borough as to his name and specific duties. No other employee or member of the Union outside of the Business Manager, Business Representative and his appointed steward shall represent the Union.

3.8 The authorized representative of the Union shall be granted access to any shop or job at any reasonable time during working hours provided that he shall not conduct himself in a manner detrimental to the interest of the Borough and provided he shall make his presence known to the Power & Light Superintendent.

3.9 IHBF: If a majority of Bargaining Unit Employees working under the Petersburg Borough Collective Bargaining Agreement elect to participate in the IBEW Hardship and Benevolent Fund, the Employer shall, beginning the first pay period following notice of the election, 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 are submitted by the Employer.

3.10 The Union will hold the Borough harmless for its decisions regarding all dues deductions.

ARTICLE 4
NO STRIKE - NO LOCKOUT

4.1 It being understood that the services performed by the employees covered by this Agreement are essential to the operation of the public utility and to the welfare of the public dependent thereon, the Union agrees that there shall be no strike or other concerted cessation of work by the Union or its members. The Borough agrees that there shall be no lockout of the Union or its members, except in the case of a willful or deliberate violation of the Agreement.

ARTICLE 5
GRIEVANCE AND ARBITRATION

5.1 Any grievance, defined as an alleged breach of this Agreement raised during its term, shall be handled in the following manner, each step to be taken only if a satisfactory adjustment cannot be obtained on the previous step within ten (10) calendar days:

(a) Step One: The aggrieved employee, with or without the Shop Steward, will discuss the grievance with the employee's immediate supervisor, within twelve (12) calendar days after the grievance arose.

(b) Step Two: The grievance shall be reduced to writing and be filed by the Shop Steward or Union Representative with the Superintendent.

(c) Step Three: The grievance shall be submitted to the Borough Manager by the Union Business Representative.

5.2 Any Grievance not filed according to the procedures described in the foregoing Section shall be deemed to have been waived and shall not be entitled to further consideration. The Borough shall respond in writing at Steps 2 and 3 of the grievance procedure within ten (10) calendar days. The time limits set forth in each step of the Grievance Procedure may be extended by mutual consent of the parties hereto.

5.3 If not settled, the Union may submit the grievance to final and binding arbitration within ten (10) calendar days following receipt of the Borough Manager's response. Within ten (10) calendar days of the notification, the Borough and the Union shall attempt to agree on an arbitrator. If the parties are unable to agree on an arbitrator, the Union shall within ten (10) calendar days after failure to agree and no later than sixteen (16) calendar days following the Borough's receipt of the notice of appeal to arbitration, request the Federal Mediation & Conciliation Service to supply a list of seven (7) qualified arbitrators and the parties shall alternatingly 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 letter from the Borough 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.

5.4 The Arbitrator's function is to interpret the Agreement. The Arbitrator shall consider only the particular issue presented in writing by the Borough and the Union. The Arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall not decide on the merit or wisdom of any action or failure to act, but only on the contractual obligation inherent in this Agreement. If the Arbitrator should find that the Borough was not prohibited by this Agreement from taking, or not taking, the action grieved, he or she shall have no authority to change or restrict the Borough's action or inaction or to substitute his or her own judgment for that of the Borough. Unless a specific provision of this Agreement expressly grants the Union or employees a right, privilege, or benefit claimed by it or them, the Arbitrator shall not award any such right, privilege or benefit to the Union or employees.

5.5 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 expense jointly incurred by mutual agreement 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.

5.6 Due to the limited work force, procedures described in this Article involving employees of the Borough will be conducted outside of regular working hours when possible.

ARTICLE 6
SUBCONTRACTING

6.1 The Borough shall have the right to subcontract work covered by this Agreement to persons, firms or corporations who must be in compliance with Alaska State laws. No regular full-time employee shall be laid off or have his hours reduced as a result of subcontracting.

6.2 In the event of the sale or lease of the Borough electric utility, or a merger or consolidation with another company, utility, or authority, the Borough will provide sixty (60) days advance notice to the Union. The terms and conditions of this Agreement shall be binding on any and all successors and assigns of the Borough, whether by sale, transfer, merger, acquisition, consolidation or otherwise. The Borough may make it a condition of transfer or sale that the successors or assigns shall be bound by the terms of this Agreement.

ARTICLE 7
SENIORITY, HIRING, PROMOTION, LAYOFF, AND DISCHARGE

7.1 Seniority as used herein shall mean the length of service in continuous employment for the Borough electric utility. Employees shall not accumulate seniority during their probationary employment. After an employee has completed his probationary period and transferred to regular status, his seniority shall be dated from the date of his employment.

(a) Unless prohibited by another employment agreement an employee shall not lose seniority when transferring to another department within the Petersburg Borough.

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

(a) When laid off for a period of twelve (12) consecutive months;

(b) When an employee resigns from employment with the

Borough;

(c) When an employee is discharged for just cause; or

(d) When an employee temporarily laid off fails to return to work within ten (10) working days after written notice (by registered mail to his last known address or delivered to him personally) requesting such return and, if such employee fails to notify the Borough of his intention to return to work with in forty-eight (48) hours after receiving such notification.

7.3 In the selection of shifts and vacations, seniority shall be given full consideration insofar as practical in the best interest of service.

7.4 In making temporary and permanent appointments and promotions, seniority shall be given full consideration; and where required skills and abilities are equal, seniority shall prevail.

7.5 Notices of vacancies in positions covered by this Agreement shall be posted for five (5) days on a previously designated bulletin board in advance of permanently filling the position in order to afford presently employed Borough employees the first opportunity to apply; copies of said notices are to be provided to the Union's shop steward and the Union Business Representative. If qualified employees apply during the in-house five (5) day filing period, they will be considered by the employer.

7.6 Any employee who is promoted shall be given a reasonable period of time, not to exceed one hundred eighty calendar days, to acquaint himself with the job and prove his ability to fill the job satisfactorily. Should the employee during such trial period prove unsatisfactory for the job to which he has been promoted, he shall be returned to his former job without loss of seniority. This section shall not apply to terminations for cause.

7.7 Should it be necessary to lay off any regular employees because of justifiable reasons, the Borough shall give the employees affected notice in writing four (4) weeks in advance, or in lieu of such notice four (4) weeks pay at the employee's regular rate of pay at the time of such layoff.

(a) Any layoffs shall be made in the inverse order of seniority provided required skills and abilities are equal within the same job classification.

(b) If, thereafter, a vacancy occurs, seniority and required

skills and abilities shall be considered when filling such vacancy.

7.8 (a) No regular (non-probationary) employee shall be disciplined without just cause. The Borough will follow the principle of progressive discipline.

(b) Upon request by the employee and agreed to by the Personnel Office, written warnings shall be removed from the Personnel files after two (2) years, provided that there are no other warnings in the files.

(c) Where substance abuse is suspected as the underlying cause for behavior leading to a disciplinary action, at the employer's discretion the employee may, at the employee's expense, voluntarily submit to a one-time substance abuse evaluation and treatment program by a qualified counselor in lieu of discipline.

ARTICLE 8
CLASSIFICATION OF EMPLOYEES

8.1 Employees shall be classified as regular, seasonal and temporary employees.

(a) The regular classification is used when the position is part of the regular complement needed for performing Borough services and the employee has successfully completed his probationary period in the position. Regular positions may be:

(1) Full Time: Where work involves forty (40) hours a week or more on a regular basis.

(2) Part Time: Where the work involved is to be done during a portion of a work day or work week and totals less than forty (40) hours a week on a regular basis. Part-time employees shall receive benefits on a pro rata basis according to the number of hours worked to the extent they are eligible to receive such benefits.

(3) Seasonal: Where the work is assigned on a seasonal basis. Seasonal employees shall receive benefits on a

pro rata basis according to the period in which they are working to the extent they are eligible to receive such benefits.

(b) Unless agreed to otherwise, the Borough may employ temporary employees to work a limited period of time, not to exceed six (6) months, to augment employees or to relieve employees during periods of vacation, sick leave, or for a specific project of limited duration.

(1) Temporary employees shall not receive any fringe benefits, seniority or other benefits except as required by law.

(2) A temporary employee may be separated from the service, demoted, or suspended without cause at the discretion of the Borough.

(3) A temporary employee who is hired without a break in service to an established position of the same classification as his or her temporary employment shall have time served as a temporary employee counted toward the employee's six (6) month probationary period.

(c) Job Sharing:

Definition: Job sharing is defined as splitting hours of work for a regular full-time position to accommodate two (2) employees. Benefits for employees participating in job sharing will be prorated according to the number of hours worked.

When one of the job sharers is on leave of absence or terminates employment, the other participant will have the option of filling the position in a full-time capacity. During temporary short-term absences for vacation or sick leave of one of the job sharers, the other participant shall cover hours of work for the other participant as necessary. If either of the job sharers is required to attend meetings after normal business hours of the Borough, the employee will be compensated at the regular rate unless the contract requires otherwise.

8.2 All new employees with the exception of temporary employees shall be considered employed on a probationary basis and classified as such for the first six (6) months of employment. During the probationary period, a new employee may be terminated without cause at the full discretion of the Borough. If retained after six (6) months, such employees shall thereafter be considered regular employees, classified as such and be entitled to all rights and privileges contained in this Agreement retroactive to their first date of hire as a probationary employee.

8.3 Notification of all newly hired employees shall be given to the Union.

ARTICLE 9
PAID TIME OFF

9.1 All employees covered by this Agreement hired on or after July 1, 2015 will accrue paid time off (PTO) at the following rate:

Length of Continuous Service	Paid Time Off Accrued Annually
Less than 2 years	23 days
3rd through 4th year	26 days
5th through 9th year	29 days
10th through 14th year	32 days
15th year & up	39 days

9.2 All employees covered by this Agreement before July 1, 2015 will continue to accrue paid time off (PTO) at the following rates:

(a)

Length of Continuous Service	Paid Time Off Accrued Annually
Less than 2 years	24 days
3rd through 5th year	30 days
6th through 9th year	36 days
Beginning 10th year	42 days

(b) Employees who have begun their 10th year of employment prior to January 1, 2013 shall accrue PTO at a rate of 45 days per year.

9.3 An employee may accumulate not to exceed eighty (80) days of PTO as of the end of any calendar year. For this section 80 days is defined as

eight-hour days for a total of six hundred forty (640) hours. PTO shall be taken at a mutually agreeable time and shall be paid at the current rate of pay.

9.4 Employees must take at least ten (10) days of PTO each year. Employees may sell up to nineteen (19) days of PTO in any calendar year. For this section 19 days is defined as eight-hour days for a total of one hundred fifty-two (152) hours.

9.5 When a holiday falls when an employee is on PTO the employee shall be paid for the holiday without a deduction from accrued PTO.

9.6 PTO may be postponed in a case of emergency as determined by mutual agreement of the Borough and the employee. Emergency is defined when unusual conditions exist that endanger life or property.

9.7 Seniority shall be given consideration in the selection of PTO time and duration when practical and approved by the Utility Superintendent.

9.8 In cases of emergency or hardship suffered by an employee, fellow employees shall be allowed to transfer accrued PTO to any afflicted employee of the Borough.

9.9 The Borough reserves the right to require that bona fide sickness be supported by a doctor's certificate.

9.10 Upon retirement or termination of employment, employees shall be paid 100% of accrued but unused PTO.

9.11 Employees shall be eligible for PTO benefits from date of hire.

ARTICLE 10
LABOR MANAGEMENT COMMITTEE

10.1 A Labor-Management Committee, consisting of an equal number of representatives from management and representatives from the bargaining unit will meet during working hours no less than quarterly or as mutually agreed. The primary activities of this committee will include: contract interpretation, pre-grievance discussions of operating problems, method improvement, public relations and other mutually agreed topics.

10.2 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 Employer and the Union, alternately, at each meeting.

ARTICLE 11
HOLIDAYS

11.1 All regular employees covered by this Agreement shall have eleven (11) holidays per year to be observed on the following days:

(a)

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Seward's Day	Last Monday in March
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Alaska Day	October 18
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

And any holiday proclaimed by the Mayor of Petersburg.

(b) Holidays falling on Saturday shall be taken on the preceding Friday; those falling on a Sunday shall be taken on the following Monday.

(c) Work performed on a holiday shall be compensated at the overtime rate in addition to the regular day's holiday pay.

(d) In addition to the holidays granted above, all regular employees shall receive one (1) floating holiday per calendar year, prorated for the year based on the date of hire, to be taken at a time approved by the employee's immediate supervisor in writing.

ARTICLE 12
WORKING HOURS, OVERTIME COMPENSATION, PREMIUM PAY

12.1 The regular work week for all employees covered by this Agreement, except shift employees, shall be five (5) consecutive days, Monday through Friday, and by mutual agreement between the Borough and the employee, arrangements may be made for Tuesday through Saturday or other work week. If an alternate work week is agreed upon, notice will be given to the Union as soon thereafter as possible.

12.2 The regular work week for shift employees shall be from 12:00 midnight Saturday to 12:00 midnight the following Saturday.

12.2.1 The regular work week for employees shall be five (5) consecutive days Monday through Friday. By mutual agreement, the hours worked may be between 7:00 a.m. and 5:00 p.m. If mutually agreed upon an alternate work week consisting of four (4) days, ten (10) hours per day may be scheduled.

12.3 Operating schedules for generation shall be prepared by the Utility Superintendent. Schedules shall be prepared and posted as far in advance as is possible and practical. In no case shall schedules be posted with less than two (2) weeks notice, unless extenuating circumstances arise due to SEAPA scheduling, etc.

12.4 Under any situation deemed an emergency by the Borough, work schedules may be changed as required.

12.5 The normal work day for all employees covered by this Agreement, except shift employees, shall be any nine (9) consecutive hours with one (1) hour off for lunch. The one hour lunch period may be shortened and the stopping time advanced correspondingly.

12.6 The regular work day for powerhouse operators shall be eight (8) consecutive hours with meals to be eaten on Borough time.

12.7 Work performed in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the applicable overtime rate. Work performed during a callout (includes minimum), and holidays shall be paid at the double time rate of pay. The 9th and 10th hours worked, Monday through Friday, shall be at one and one half (1 ½) times the straight time rate of pay. Any hours worked in excess of ten (10) hours, Monday through Friday, shall be at the double time rate of pay. All work performed on Sunday shall be at the double time rate of pay.

12.8 All employees working regularly scheduled swing shifts shall receive an additional fifty cents ($ .50) per hour. All employees working regularly scheduled graveyard shifts shall receive an additional seventy-five cents ($ .75) per hour. Day shift shall be at the straight-time rate.

12.9 When employees work into the next shift awaiting relief, they shall receive their current or the applicable shift differential, whichever is greater.

12.10 Insofar as practical, any overtime work shall be divided as equally as possible among the employees of the same job classification.

12.11 Employees will be compensated a minimum of one hour at the double time hourly rate for actual time worked under an operating helicopter.

12.12 Change in an employees work schedule shall not result in time lost to the employee based on his normal work week.

ARTICLE 13
TRAINING

13.1 The Borough and the Union will cooperate in encouraging training programs including government funded programs, which will provide initial and advanced training for present and future employees.

13.2 When assigned to a school or training facility by the Borough, employees will not suffer a loss in wages.

13.3 An employee may be allowed up to one (1) year's Leave of Absence for training.

13.4 If schooling is taken out of town or it is necessary to travel out of town, upon request by the employee and approval by the Borough, room, board, and transportation will be paid, in advance. When travel is required by the Employer, the employee shall receive compensation at the employee's regular straight time hourly rate for actual travel time.

Reimbursement for necessary business related expenses such as car rental, taxi, etc., shall be paid upon verification of receipts.

13.5 Subject to budgetary limitations, the Borough will provide an educational assistance program for full-time employees to improve their skills, knowledge and abilities relating to their present positions or to positions to

which they might logically progress. In order to receive reimbursement, under this plan, employees must receive prior approval of the department head, and must complete the course. Upon satisfactory completion of the course, the employee must submit a request for reimbursement, together with receipts for tuition and books, to the Utility Superintendent who will process the request for payment.

ARTICLE 14
APPRENTICESHIP

14.1 The Borough shall be a signatory participant in the Alaska Joint Electrical Apprenticeship Training and Trust (AJEATT). Such participation shall cover apprenticeship positions in the Employer's Electric Department.

The cost to the Employer shall be as follows:

(a) So long as the Employer has at least one apprentice participating in the program, the cost shall be five thousand dollars ($5,000.00) per calendar year.

(b) In the event that there are no apprentices participating in the program, the cost to the Employer shall be two thousand five hundred dollars ($2,500.00) per calendar year.

14.2 The Employer and the Union shall follow the selection procedure as set forth by the AJEATT and shall be on a non-discriminatory basis. Notwithstanding, it is mutually agreed that initial recruitment for applicants shall be solely within the Petersburg community and in the event a qualified applicant is not found within the community, the recruitment will expand to the southeast Alaska region.

14.3 The apprentice to journeyman ratio shall not exceed one (1) apprentice for every two (2) journeyman. The Foreman will be counted as a journeyman for this calculation.

14.4 While undergoing required training in Anchorage or Fairbanks, apprentices will be required to apply for step grants. If a step grant is received, the Borough will cover actual travel expenses over and above the step grant, and $50.00 per diem for each full day away from Petersburg (not including travel days), for all employees covered by this agreement.

14.5 For the apprentice to continue his pay and benefit status with the Borough while undergoing required training, he will be required to sign an

agreement between the Borough, IBEW and apprentice with the following stipulations:

(a) Funds paid to the apprentice for wages, benefits, travel, lodging and per diem will be tracked while undergoing required training in Anchorage or Fairbanks.

(b) Upon receiving a journeyman status, the employee must agree to work for the Borough as a journeyman for the following four (4) years.

(c) If upon receiving a journeyman status the employee elects to leave employment with the Borough he will be required to reimburse the Borough for wages, benefits, travel and per diem paid under 14.5(a). One quarter (¼) of the cost will be written off upon the completion of each of the first four years employed as a journeyman.

14.6 The apprenticeship wage scale shall be listed in Appendix "B" of this Agreement.

ARTICLE 15
GENERAL WORKING RULES

15.1 All regular employees called to work outside of their regular schedule shall receive a minimum of two (2) hours pay at the appropriate rate. When work continues without interruption after normal quitting time, the minimum call out in the preceding sentence shall not apply.

15.2 Except in cases of emergency, an employee who has been on duty for six (6) or more hours after 8:00 p.m. shall not report to work the day next following until he has had a minimum of eight (8) hours of relief; provided, however, that such employee shall be paid at his applicable straight-time rate for those hours of his regularly scheduled shift included in his eight (8) hours of relief; and provided further, if such employee does not report for work immediately following such eight (8) hours of relief, he will not be entitled to straight-time pay for those hours of his regularly scheduled shift which were included in his eight (8) hours of relief.

15.2.1 Stand-by Time for Borough Lineman: Employees shall receive $4.00 per hour while on stand-by time and $5.00 per hour while on stand-by for closed holidays. Stand-by time is determined by the Borough based on a weekly rotation of the involved employees, 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 has previously been, at least forty-eight (48) hours in advance, informed by his supervisor or department head of the assignment.

(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 Borough to contact at all hours by a communication device(s) designated and provided by the Borough;

(2) Respond to calls for his service, and

(3) Refrain from activities which might impair his ability to perform his assigned duties should he be called out.

(c) An employee may exchange stand by time with another employee if the Borough and the affected employee agree. Notification of the proposed change must be made at least twenty-four (24) hours in advance except for emergencies.

15.3 Employees temporarily assigned by the Superintendent's or his designee's prior written authorization to a higher paid position and required to perform the normal duties of that position shall receive the rate of pay for that position for all time worked; provided, however that this provision shall not apply to assignments made for the purposes of supervised training (including on-the-job training). They shall also receive that higher pay for all holidays that may fall during the temporary assignment provided that the temporary assignment is longer than five (5) consecutive working days.

15.4 The Borough will pay employees semi-monthly, by the 5th and 20th of each month. If pay day falls on a holiday or weekend, the preceding day shall be the pay day. Each pay check 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 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 the employee's earnings. Federal credit union payroll deductions will be made upon request by the affected employee.

15.5 When an employee is laid off or is discharged from the Borough, he shall receive all accrued earnings at time of termination. When an employee resigns, he shall receive all accrued earnings at time of termination provided he has given notice in the amount of two (2) weeks, less any authorized deductions owed the Borough.

15.6 Employees shall travel shop to shop on Borough time and in Borough vehicles and shall report at shop headquarters in which they are regularly employed.

15.7 When three (3) or more men are working in a separate group or crew, and supervision is not present, then one (1) man shall be designated as a lead man and he shall be compensated accordingly.

15.8 If a physical examination is required by the Borough, the Borough will pay the cost of such examination. Transportation to and from the place of the examination will be paid by the Borough if the Borough requests the employee to take the examination away from Petersburg.

15.9 An employee may exchange his day off or shift for another day off or shift if the Utility Superintendent and any other employee affected approve. Also the Superintendent may exchange a day off or shift of an employee for another day off or shift if the employee affected approves.

15.10 Full-time employees may engage in occupations or outside activities as long as it does not interfere with their duty.

15.11 Changes on time cards that involve an employee's rate of pay or hours worked shall be brought to the attention of the employee involved. Copies of employee's time cards shall be made available for inspection if requested by the employee or an authorized Union representative.

15.12 Instructions will normally and usually be given by the employee's immediate supervisor.

ARTICLE 16
LEAVE OF ABSENCE

16.1 The Borough may authorize Leave of Absence without pay, not in excess of ninety (90) calendar days. Such Leave of Absence shall not be deducted for seniority purposes. An authorized Leave of Absence without pay in excess of ninety (90) calendar days shall be deducted in computing the employee's term of service for seniority purposes. In special cases of long-

term disability and when agreed by both the Union and the Borough, an additional ninety (90) days Leave of Absence without pay may be granted.

16.2 The Employer shall comply with the requirements of the state and federal Family Medical Leave Act. Information about entitlement and obligations under federal and state FMLA's will be made available during orientation for each new employee and upon request to the Borough Manager.

16.3 An employee may be granted a Leave of Absence without pay (including accrual of other benefits) for a period not to exceed one (1) year, where adequate notice is given Borough. Such leave shall be contingent upon the operational needs of the Borough.

16.4 Employees of the Borough who are members of the National Guard or Military Reserve will be granted special military leave to attend encampments or training periods as unpaid leave. Required jury duty or if called as a subpoenaed witness for the Borough will be performed without loss of pay.

ARTICLE 17
OCCUPATIONAL INJURY

17.1 In cases of injury or ailment which is covered by Worker's Compensation Insurance, accrued PTO shall be used to pay the disabled employee the difference of the wage which the employee would have otherwise earned and the worker's compensation benefit received. Such payments shall not exceed the value of the employee's accrued PTO on the first day of disability and shall end upon the utilization of all accrued PTO.

17.2 In case of occupational injury, the employee's position or a comparable position shall be held a maximum of twelve (12) months or until it has been definitely established that he will be unable to return to his job, and his seniority rights shall remain in force during this period.

17.3 An employee who is entitled to receive compensation benefits under the Alaska Worker's Compensation Act shall continue to earn PTO benefits and the Employer shall continue to pay its portion of such employee's group medical and life insurance premiums during the period the employee is unable to return to work, not to exceed six (6) months.

ARTICLE 18
SAFETY

18.1 The Borough 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 men working on or in close proximity of live and/or loud equipment is to be furnished by the Borough and shall be used by the employees at all appropriate times. The Borough will furnish such safety straps as may be necessary. If the personal tools or rain gear furnished by employees hereunder are destroyed or damaged by fire, storm or flood while stored on the Borough's premises or carried in the Borough's equipment, the Borough will replace or repair such tools or rain gear.

18.1.1 The Employer will provide and replace body belts for climbers and/or replacement parts for climbers for all Journeyman Lineman and indentured apprentices working under the Petersburg Borough/IBEW Collective Bargaining Agreement.

18.1.2 The employee will take full responsibility for the safe upkeep of this Personal Protective Equipment (PPE) and thereby take full ownership of it. The Borough reserves the right to request reimbursement for 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 equipments present condition, 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 Collective Bargaining Agreement.

18.2 The Borough shall furnish facilities for drying clothing and equipment.

(a) 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. Lost raingear will be replaced at the employee's expense.

(b) Other safety related clothing items not specifically mentioned above, including all work boots, gloves and other work related clothing and fire retardant clothing, will be pre-approved and furnished or rejected at the Utility

Superintendent's sole discretion, consistent with applicable laws and regulations.

18.2.1 All full-time employees that are qualified under OSHA 29 CFR 1910.269 and/or may be exposed to energized parts covered by the NESC (Wireman, Lineman, Meterman and Generation Operators) shall receive up to five hundred dollars ($500.00) reimbursement, upon receipt of receipts, for the exclusive purchase of FR clothing. The purchase of FR clothing shall be pre-approved by the Power & Light Superintendent based upon the Borough's arc hazard analysis. The FR clothing shall be required to meet the minimum arc thermal performance value (ATPV) or the minimum hazard risk category determined in the arc hazard analysis. The initial purchase of FR clothing shall be provided by the Borough.

18.3 Regular employees who report for work on a regular work day 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 employees shall be assigned to other work or participate in training and instruction pertinent to their employment, including first aid and safety.

18.4 All employees shall be responsible for working in a safe and proper manner. U.S. Government Department of Commerce publications "National Electrical Safety Codes" and the "Electrical Workers Safety Codes" and the "Electrical Workers Safety Rules" and "General Safety Code of the State of Alaska" shall serve as standards. When any work is being done in a manhole, applicable safety code shall apply. A safety and first aid program will be instituted and worked out within six (6) months from the date of this Agreement. The Petersburg Borough is required to comply with the Alaska Occupational Safety and Health Act (OSHA), set forth as AS 18.60.010-AS 18.60.105. Alaska OSHA mandates that an employer do everything necessary to protect the life, health, and safety of employees. Consequently, the Petersburg Borough is committed to providing safe workplace practices and environments, which comply with OSHA requirements, as well as the Borough's common law duty to provide a safe work site.

18.5 It is mutually agreed by the Employer and the Employee that safety is a priority and constant concern. In recognition of this, it is further agreed that:

(a) A Safety Committee composed of equal representation from the Borough and the Union shall be created. The committee will meet as needed and is required to address safety concerns as they relate to the Utility Safety Manual, but at least annually. It is the Committee's

responsibility to keep the Utility Safety Manual up to date and current with respect to OSHA, state and federal laws, and latest industry practices. The Union will appoint its Safety Representative.

(b) Safety Meetings jointly conducted by the Superintendent and the Union Safety Person or their representatives shall be held at least once a month, unless delayed by mutual agreement of the Superintendent, the Union Safety Person and the Shop Steward.

18.6 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. The framing and handling of poles, boring and fitting on crossarms, making guys on the job, the testing repair and rebuilding of transformers, oil circuit breakers, sectionalizers, voltage regulators and other electrical apparatus will be done by qualified journeyman lineman who may be assisted by apprentices or groundmen. Welding or painting de-energized equipment may also be performed by journeyman mechanics. General maintenance on de-energized electrical apparatus may also be performed by journeyman electricians.

18.7 When working on energized circuits of 400 volts or greater, at minimum one (1) journeyman and one (1) 4,000 hour 2nd year school apprentice, working under the direction of a journeyman, shall be required. One of them 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.

18.8 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.

18.9 All mobile units with manlift equipment shall carry one (1) journeyman and one (1) 4,000 hour 2nd year school apprentice when working on energized conductors of over 400 volts, unless the person in charge feels that the hazards of the work involved require two (2) journeymen. Foremen shall be considered as journeymen for the purpose of this section.

18.10 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.

18.11 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 authorized attendant should be kept locked.

18.12 In the event of an emergency or outage at the plant, the Utility Superintendent or his designee must sign the log and relieve the operator if he is to assume control of the plant.

18.13 It is mutually agreed that all maintenance, repairs and changes and replacements to Borough owned facilities may be performed by the Borough employees.

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

18.15 At least two (2) times per calendar year, the Borough will provide a four (4) hour safety seminar during normal working hours. A qualified safety expert shall conduct the course for all employees designated by the Safety Committee. The employee will be paid his straight time hourly rate while in attendance.

ARTICLE 19
MEDICAL BENEFITS

19.1 The Borough will make available to all employees covered by this Agreement a health insurance plan, subject to plan eligibility requirements. The Borough shall pay 80% of the cost of insurance coverage for the employee and dependent coverage. The employee shall pay the remaining 20% of the cost of insurance coverage for the employee and dependent coverage.

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 a 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.

19.2 Employees will receive notification of any changes in premium costs prior to implementing changes increasing payroll deductions for insurance.

19.3 The Borough shall allow each employee daily admission to the Community Gym and Pool and use of its facilities at a reduced rate of 75% off regular rate to the employee for the purpose of supporting and promoting healthy lifestyles and attempting to reduce healthcare usage.

ARTICLE 20
RETIREMENT BENEFITS

20.1 All regular employees shall be eligible to participate in the Alaska Public Employees Retirement System (PERS) as provided by the State of Alaska.

20.2 Effective April 1, 2010, the Borough shall make contributions to the Alaska Electrical Pension Plan (AEPP) on behalf of all regular employees covered by this Agreement at the rate of fifty cents ($0.50) per compensable hour.

20.2.1 In addition to Section 20.2, effective July 1, 2013, employees covered under this agreement hired after July 1, 2006 and who are enrolled in Tier IV of the Public Employees Retirement System (PERS) will have their wages reduced by 4% and the employer will make contributions to the Alaska Electrical Pension Plan (AEPP) on behalf of these employees equivalent to the wage reduction, plus an additional contribution of (a) 2% for employees with less than 5 ½ years of employment (for a total contribution of 6% of their effective wage), and (b) 3% additional contribution for employees with 5 ½ years or more of employment (for a total contribution of 7% of their effective wage).

For the purpose of computing the Borough's contribution, compensable hours shall include all straight-time and overtime hours, and any combination of paid time off for which the employee receives compensation, except when these benefits are paid upon termination of employment.

ARTICLE 21
WAGES

21.1 The wage schedule for employees covered by this Agreement set forth in Appendix "A" and Appendix "B" is attached hereto and made a part hereof. All rates contained herein are to be considered minimums and any rates in excess of these are at the option of the Borough.

21.2 No employees shall have their wages reduced by reason of signing of this Agreement, and if any employee covered by this Agreement is receiving a higher scale than is provided for herein, he shall remain at the higher scale during the term of this Agreement or any extension thereof unless moved to a different classification with a lower pay scale.

ARTICLE 22
MANAGEMENT RIGHTS

22.1 The Union recognizes that any and all rights, not in conflict with this Agreement, concerned with the management of the Borough and the direction of the working force shall be vested exclusively with the Borough. Management rights and responsibilities shall include, but are not limited to, the right to:

(a) Determine the overall mission and purpose of the Electric Utility Department;

(b) Maintain and improve the efficiency and effectiveness of the Borough to provide its customers with adequate and reliable electrical power at the lowest cost possible;

(c) Determine the services to be rendered, the operations to be performed, the technology to be utilized, or the matters to be budgeted and the priorities therefore;

(d) Determine the overall methods, processes, means, job classifications, and personnel by which the work of the Borough is to be conducted;

(e) Direct, supervise and/or hire employees;

(f) . Promote, suspend, discipline, discharge, transfer, assign, schedule, retain and/or layoff employees;

(g) Relieve employees from duties because of lack of work or

funds or under conditions where the Borough determines that continued work would be inefficient or nonproductive; and to

(h) Adopt rules, regulations, educational programs, safety programs and any other measures, not in conflict with this Agreement, necessary to assure the efficient and effective operations of the Electric Utility Department.

ARTICLE 23
GENERAL PROVISIONS

23.1 Should any article, section, or provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted State ordinance 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 such invalidation is communicated to them; provided, however, that the parties may mutually agree to extend the time for such negotiations.

23.2 This Agreement sets forth all of the terms, conditions and understandings between the parties hereto, and there are no terms, conditions or understandings, either oral or written, between them other than as herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them.

23.3 Any and all prior agreements and understandings are hereby canceled and superseded by this Agreement. Unless specifically provided for otherwise herein, past practices shall not be binding on the Borough.

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

23.5 Whenever substantive changes to a covered job description are proposed by the Borough, a review by both parties to this Agreement will be made to determine if a reclassification is appropriate. If a new job classification is proposed that would be covered by this Agreement, the parties will bargain in good faith to set the wage, hours of work, and working conditions. Such negotiations shall occur prior to the filling of the position.

WITNESS our hands and seals this _____ day of _____, 2015.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1547

_____
Business Manager
Mike Hodsdon

_____
Assistant Business Manager
Jay Rhodes

_____
Negotiating Committee Member
Kevin Hess

_____
Negotiating Committee Member
Bob Ziemke

PETERSBURG BOROUGH

_____
Borough Manager, Stephen Giesbrecht

_____
Chief Negotiator, John Hoag

_____
Borough Clerk, Debra K. Thompson

_____
Deputy Clerk, Melinda Swihart

PASSED AND APPROVED by the Petersburg Borough Assembly at a meeting held on July 6, 2015.

ATTEST:

_____
Borough Clerk, Debra K. Thompson

APPENDIX A

1. Effective July 1, 2015: Two (2) percent increase to the wage table in Appendix A for the positions of Lineman, Electrician, Groundman, Meter Reader, Laborer and Secretary I. The Line Foreman wage shall be adjusted to 112% of Lineman wage and the Lead Lineman wage shall be adjusted to 105% of Lineman wage. The Power Generation Mechanic/Operator wage shall be increased by $1.75 per hr., the Meter Reader/Mapping Technician/Operator wage shall be increased by $2.00 per hr., and the Administrative Clerk/Customer Service Representative wage shall be increased by $1.00 per hr. Operator premium of $1.75 per hr. has been added to the Electrician, Mechanic, and Meter Reader base wage.
2. Effective July 1, 2016: The wage table (except Office Manager and Tree Trimmer) in Appendix A shall be increased by two (2) percent. Line Foreman and Lead Lineman wages at 112% and 105% of Journeyman Lineman respectively.
3. Effective July 1, 2017: The wage table (except Office Manager and Tree Trimmer) in Appendix A shall be increased by one (1) percent. Line Foreman and Lead Lineman wages at 112% and 105% of Journeyman Lineman respectively.

Classification	**7/1/15**	**7/1/15 PERS Tier 4**	**7/1/16**	**7/1/16 PERS Tier 4**	**7/1/17**	**7/1/17 PERS Tier 4**
Line Foreman – 112%	48.07	46.15	49.03	47.07	49.53	47.55
Lead Lineman – 105%	45.07	43.27	45.97	44.13	46.43	44.57
Lineman – 100%	42.92	41.21	43.78	42.03	44.22	42.45
Apprentice Lineman	See Appendix B					
Electrician/Operator	41.56	39.90	42.39	40.70	42.81	41.10
Power Generation/Mechanic Operator	39.12	37.56	39.90	38.31	40.30	38.69
** Office Manager	34.67	N/A	34.67	N/A	34.67	N/A
Office Manager	31.09	29.85	31.09	29.85	31.09	29.85
Tree Trimmer	30.01	28.81	30.01	28.81	30.01	28.81
Groundman	24.86	23.86	25.36	24.34	25.61	24.59
Meter Reader/Mapping Technician/Operator	26.26	25.21	26.79	25.71	27.06	25.98
Admin Clerk/Customer Service Representative	21.08	20.24	21.50	20.64	21.72	20.85
Meter Reader	21.05	20.21	21.47	20.61	21.69	20.82
Laborer	19.14	18.37	19.52	18.74	19.72	18.93
Secretary I	19.14	18.37	19.52	18.74	19.72	18.93

Operator Premium (for classifications without Operator in the title) $1.75 per hr.

** Incumbent only

APPENDIX B

Apprentice	Percentage of Journeyman Lineman
1st 1000 hours	60%
2nd 1000 hours	65%
3rd 1000 hours	70%
4th 1000 hours	75%
5th 1000 hours	80%
6th 1000 hours	85%
7th 1000 hours	90%
8th 1000 hours	95%

AGREEMENT FOR CONTINUTED EMPLOYMENT WHILE AT APPRENTICESHIP SCHOOL

THIS AGREEMENT is made and entered into by and between the Petersburg Borough, Party of the First Part, hereinafter called the Borough; and _____, Party of the Second Part, hereinafter called Employee.

WITNESSETH: that

WHEREAS, the Borough has engaged the Employee as an Apprentice Lineman and the Employee has elected to pursue the required out of town schooling while still employed by the Borough as set forth in the IBEW, Local 1547 Collective Bargaining Agreement and the Borough, paragraph 14.5, and

WHEREAS, The Borough is in agreement with this election,

THEREFORE, the terms and conditions set forth in paragraph 14.5 shall be in force for the Anchorage and/or Fairbanks school terms required to complete the apprenticeship.

WITNESS:

_____	_____
For the Borough	Date
_____	_____
Employee	Date
_____	_____
IBEW	Date