

ELECTRICAL INDUSTRY SUPPORT AGREEMENT

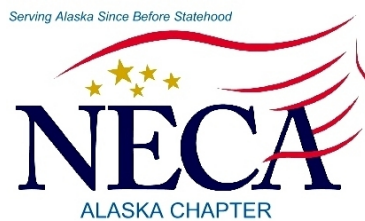
BETWEEN

LOCAL UNION 1547
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS



AND

ALASKA CHAPTER
NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION



Effective **January 1, 2023** through **December 31, 2025**

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ELECTRICAL INDUSTRY SUPPORT AGREEMENT

Agreement made and entered into this **1st day of January 2023** by and between Alaska Chapter, National Electrical Contractors Association, Inc., on behalf of its members who employ workmen under the terms and conditions contained herein and have signed a Letter of Assent to be bound by this Agreement for its duration set forth in Article I below, and Local Union No. 1547 of the International Brotherhood of Electrical Workers.

This Agreement shall also apply to other individual electrical contracting firms who employ workmen under its term and provisions and who, by virtue of signing a similar Letter of Assent, authorize the Alaska Chapter, National Electrical Contractors Associates, Inc., as their collective bargaining agent for all matters contained herein of affecting this Agreement, including all amendments or revisions adopted pursuant thereto.

The term "Chapter" as used hereinafter shall mean the Alaska Chapter, National Electrical Contractors Association, Inc.

The term "Union" as used hereinafter shall mean Local Union 1547 of the International Brotherhood of Electrical Workers.

The term "Employer" or "Individual Employer" as used hereinafter shall mean a member of the Chapter or an individual electrical contracting firm, as the case may be, who has signed a Letter of Assent, as provided above.

The term "Employee" or "Employees" as used hereinafter shall mean the worker or workers covered by the terms and conditions of this Agreement and who perform work exclusively under this Agreement.

ARTICLE I

EFFECTIVE DATE, CHANGES, TERMS OF THE AGREEMENT

Section 1.1 Agreement Effective Date

This Agreement shall take effect **January 1, 2023**, and shall remain in effect through **December 31, 2025**, unless otherwise specifically provided for herein. It shall continue in effect from year-to-year thereafter, from January 1 through December 31 of each year, unless changed or terminated in the way later provided herein.

Section 1.2 Agreement Effective Date - Changes

- (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least ninety (90) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.
- (b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first (1st) negotiating meeting unless mutually agreed otherwise.
- (c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
- (d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this Agreement that remain on the twentieth (20th) of the month preceding the next regular meeting of the Council on Industrial Relations may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.
- (e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.
- (f) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1.3 Agreement

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

Section 1.4 No Strike/Lockout

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

Section 1.5 Labor-Management Committee Defined

There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (48) hours when a notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

Section 1.6 Grievance Procedure

All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Labor-Management Committee.

Section 1.7 Quorum/Timeliness

All matters coming before the Labor-Management Committee shall be decided by majority vote. Four (4) members of the Committee, two (2) from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 1.8 Council on Industrial Relations

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

Section 1.9 Prevailing Conditions

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

ARTICLE II

SCOPE OF WORK

Section 2.1 Scope of Work – Material Handlers

Material Handlers shall be permitted to do the following: Handling and delivering of materials, equipment and tools used in the Employer's business of electrical

contracting. They may make up orders, pick up and deliver, load and unload materials, tools and equipment and on multiple story projects deliver to a designated box or material storage area on each floor. Their duties shall also include clean-up work on all jobs. They may drive vehicles used to transport employees. They may repair and maintain the Employer's tools and equipment in the Employer's shop. Material Handlers shall not fabricate, alter or perform any work on electrical materials or equipment.

Section 2.2 **Scope of Work - Mechanics**

Mechanics shall be permitted to do the following: Handling and delivering of equipment, tools, and materials used in the Employer's business of electrical contracting. They may make up orders, pick up and deliver, load and unload equipment, tools and materials to jobs. They may repair, maintain, service and fuel Employer's vehicles, equipment and/or tools on or off the Employer's jobs. They may modify equipment as required for job requirements. They may fabricate mechanical equipment to meet job requirements. They may instruct personnel in the proper operation of Employer's equipment and provide training if necessary for safe and proper operation thereof. They may drive vehicles used to transport employees. Mechanics shall not work on permanent materials to be incorporated into a job.

Mechanic helpers shall work under the supervision of a job rate Mechanic.

During the term of this Agreement no existing Mechanics will be reclassified.

Section 2.3

Sections 2.1 and 2.2 shall not be construed to prevent qualified Journeyman Linemen, Wiremen or Apprentices from performing the handling and delivery of tools, materials, or equipment to jobs or such items as fueling, etc.

Section 2.4

Nothing in this Article II shall be construed to prevent the Employer from using contract services for repairs, maintenance or modifications to Employer's tools, vehicles, and construction equipment.

Section 2.5

The Employer shall be able to transport tools, equipment, and materials between permanent headquarters and job headquarters, and permanent headquarters and a job site using any means, including bargaining unit employees. Transporting equipment and materials between job headquarters and a job site will be done with bargaining unit employees if an Employer's vehicle is used.

Permanent headquarters is defined as an Employer's shop location where the Employer conducts his routine business transactions. For the purpose of this section, an Employer may have more than one permanent headquarters.

Job headquarters is defined as a temporary facility established at a location designated by the Employer for the length of a project or projects, and shall provide the following:

1. Sanitary toilet facilities as approved by city, state or federal regulations governing the site on which they will be located.
2. Adequate supply of potable drinking water.
3. Reasonable parking facilities adequate for the employee's vehicles.
4. Safe storage for the employee's tools.
5. A heated enclosure suitable for drying clothes.
6. Material and equipment storage.
7. First aid, CPR equipment and fire extinguishers as may be required to comply with applicable regulations.

Job site is defined as the location where the work is to be performed.

ARTICLE III

EMPLOYER-UNION RIGHTS

Section 3.1 Union Recognition

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

Section 3.2 Union Affiliation

All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first (31st) day following the date of their employment or the effective date of this Agreement, whichever is later. In the event and employee fails to comply with the provisions of this section, the Union shall notify the Employer in writing and such

written notice shall constitute a request to the Employer to discharge said individual employee within forty-eight (48) hours (Saturday, Sunday and holidays excluded).

Section 3.3 Surety Bond

Each Employer shall furnish a surety bond in the amount of ten thousand dollars (\$10,000) to secure payments of all amounts due on account of the Alaska Electrical Pension, Health and Welfare, Legal and Apprenticeship Trust Fund employer contributions required by this Agreement. The bond shall provide that it may not be terminated without thirty (30) days prior written notice to the Employer representative (Alaska Chapter, NECA), the Local Union and the Administrator of the aforementioned Alaska Electrical Trust Funds. No contractor shall be considered signatory to this Agreement unless proof of bonding has been furnished to the Alaska Electrical Trust Funds Administrative Office; provided however, that any Employer who can furnish sufficient evidence to the Trust Funds Administrative Office that they have had a prior continuous record of payment from the effective date of this Agreement or a continuous record of payment of at least twelve (12) months thereafter without a default in the payment of Employer contributions to the aforementioned Trust Funds and that such record was accrued within the jurisdiction of Local Union No. 1547 shall be exempted from this section.

Section 3.4 Alaska Electrical Trusts

The Employer agrees to furnish monthly, on forms provided, a payroll report of the monthly earnings and hours worked for all persons employed by him under the terms of this Agreement. Payrolls for the preceding month will not be considered delinquent until after the fifteenth (15th) day of the following month. Where reports are delinquent, thirty (30) days after the time due, the Union shall be notified, and no men will be dispatched to the delinquent Employer until the preceding payroll reports have been submitted and all fringe benefits have been paid.

- (a) With written authorization by an employee on a form supplied by the Union, the Employer agrees to deduct an amount determined by the employee from the employee's wages to be submitted weekly to the Denali Alaskan Federal Credit Union.

Section 3.5 Travel Insurance

The Employer shall provide accidental death insurance coverage for each employee traveling for the Employer by any type of licensed commercial transportation in the amount of \$50,000 and in the event of the employee's accidental death, payable to his estate. The Employer will furnish the Union proof of coverage before the men are dispatched. The Employer will also furnish a

subsequent copy of transportation insurance to the Union upon demand.

Section 3.6 Vehicles/Employer Signs

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

Section 3.7 Union's Right to Discipline Members

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

Section 3.8 Separability Clause

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

Section 3.9 National Electrical Industry Fund

Each individual Employer shall contribute one percent (1%) of the gross labor payroll to be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

Section 3.10 Employer Rights

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

Section 3.11 Administrative Maintenance Fund

All Employers signatory to this labor agreement with the Alaska Chapter, NECA

designated as their collective bargaining agent shall contribute ten cents (\$0.10) per hour for each hour worked by each employee covered by this labor agreement to the Administrative Maintenance Fund (AMF). The monies are for the purpose of administration of the collective bargaining agreement, grievance handling and all other management duties and responsibilities in this agreement. These monies will not be used to the detriment of the Local Union or the IBEW. Payment will be made on a monthly basis and submitted along with the monthly trust report which is due by the fifteenth (15th) of the following month. The Fund is to be administered solely by the Chapter. The enforcement for delinquent payments to the Fund shall be the sole responsibility of the Fund or the Chapter and not the Local Union.

Section 3.12 Foreman

At a permanent headquarter, when more than four (4) employees are employed under this Agreement, one (1) shall be designated as a foreman and shall receive two dollars (\$2.00) per hour over the job rate for all hours worked. Any job rate classification shall be eligible for this position.

Section 3.13 Shop Steward

At a permanent headquarter, when more than four (4) employees are employed under this Agreement, one (1) may be designated as shop steward by the Local Union.

At job headquarters and job sites the employees shall be represented by the appropriate steward at that location.

ARTICLE IV

WAGES, HOURS, WORKING CONDITIONS

Section 4.1 Workday

- (a) The regular workday shall be from 8:00 A.M. to 5:00 P.M. if a one (1) hour lunch period is taken, or from 8:00 A.M. to 4:30 P.M. if a one-half (1/2) hour lunch period is taken. The lunch period may be taken between the hours of 11:00 A.M. and 1:00 P.M.

The normal workweek shall consist of five (5) days, Monday through Friday, inclusive. Optional workweeks may be established to support job requirements if such workweek is of two (2) weeks duration or longer.

Except as specified below, all work performed in excess of eight (8) hours in one day and forty (40) hours in one week shall be paid for at time and one-

half (1½) the regular straight time rate of pay.

An employee covered by this agreement who is called to work shall be paid at one and one-half (1 ½) times the regular straight time rate of pay for hours worked outside of their regular shift. In no case shall an employee be paid less than two (2) hours for a call out.

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

HOLIDAYS

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Day

- (b) Optional workdays may be established by the Employer in accordance with the following schedule:

6:00 A.M. to 2:30 P.M., if 1/2-hour lunch is taken

6:00 A.M. to 3:00 P.M., if 1-hour lunch is taken

7:00 A.M. to 3:30 P.M., if 1/2-hour lunch is taken

7:00 A.M. to 4:00 P.M., if 1-hour lunch is taken

8:00 A.M. to 4:30 P.M., if 1/2-hour lunch is taken

8:00 A.M. to 5:00 P.M., if 1-hour lunch is taken

9:00 A.M. to 5:30 P.M., if 1/2-hour lunch is taken

9:00 A.M. to 6:00 P.M., if 1-hour lunch is taken

- (c) With notification to the employees prior to the end of their workweek, the Employer may schedule, with the consensus of the majority of the crew, a workweek of four (4) consecutive ten (10) hour workdays between Monday and Friday within the standard starting times as stated in Sections 4.1(a) and (b) at the straight time rate of pay. Any work in excess of the four (4) ten (10) hour days will be paid at time and one-half (1½) the straight time rate of pay, except for holidays as specified in Section 4.1(a). If the crew desires to make up missed days due to inclement weather or holidays, and the Employer

agrees, they will be allowed to do so within the five (5) days of Monday through Friday. Anyone not wishing to make up the day will not be required to do so.

Section 4.2 Job Report

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

Section 4.3 Labor Day

No work shall be performed on Labor Day except in case of emergency.

Section 4.4 Wage Schedule

(a) Effective **April 1, 2023**, the minimum hourly wage rate shall be as follows:

Wages	<u>04/01/23</u>
Mechanic	<u>\$36.67</u>
Mechanic Helper @ 60%	<u>\$22.00</u>
Material Handler	<u>\$28.07</u>

Trainee rates shall be based on a percentage of the Material Handler rate:

<u>Material Handler Trainee</u>	
0-1000 hours	<u>\$15.44</u>
1001-2000 hours	<u>\$18.25</u>
2001-3000 hours	<u>\$21.05</u>
3001-4000 hours	<u>\$23.86</u>

(b) The present differential(s) for all classifications other than these specifically mentioned in this decision shall be maintained in accordance with the present agreement.

Wage increase 04/01/23 – Mechanic Classification \$3.00, Material Handler Classification \$1.50 *Reflected above*

Wage increase 04/01/24 – Mechanic Classification \$1.00, Material Handler Classification \$0.75

Wage increase 04/01/25 – Mechanic Classification \$1.00, Material Handler Classification \$0.75

Effective April 1, of each year – Maintenance of Health and Welfare for all classifications by the Employer

There shall be no movement of monies from wage to benefit for the term of this agreement.

Defined Benefit Increases:

April 1, 2024 Mechanic Classification \$0.50

April 1, 2025 Mechanic Classification \$0.50

Section 4.5 Pay Upon Termination

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

Section 4.6 Show-Up Pay

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

Section 4.7 Per Diem and Expenses

Workers employed under this Agreement shall be subject to the same provisions for per diem (or camp) and travel as the employees covered by the Inside or Outside Agreement (or PLA) who they are supporting on any given project. (For example, EISA employees working on or in support of a line job are to receive the same per diem or camp arrangements as the employees working on the line job.)

Section 4.8 Resident

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

Section 4.9 Work in Higher Classification

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

Section 4.10 Ten Hour Break Requirement

- (a) Any employee not having a ten (10) hour break between shifts shall be paid the overtime rate until such time as they receive a ten (10) hour break.
- (b) Any employee who does not receive a ten (10) hour break will not report for his next scheduled shift unless directed to do so by the Employer, however an employee may report to work after their ten (10) hour break providing there are four (4) or more hours remaining on his scheduled shift.

Section 4.11 Meal Pay Requirement

When an employee is required to work more than two (2) hours prior to or immediately following the scheduled shift and/or scheduled workday, the employee shall be furnished a hot meal by the Employer on the Employer's time. In the case of a call-out or if working beyond the scheduled shift an additional hot meal shall be provided every four (4) hours thereafter until relieved. To qualify for a scheduled shift or scheduled workday the schedule must be maintained for five (5) consecutive workdays. In the event a meal is not taken; the Employee will be paid \$25.00 and one-half (1/2) hour of one and one-half (1 1/2) times the regular straight time rate of pay.

ARTICLE V

REFERRAL PROCEDURE

Section 5.1 Notice of Trainee Employment

The Employer will notify the Union when new employees (job rate experienced trainees) are needed and the Union will make every effort to supply satisfactory employees within forty-eight (48) hours. If the Union cannot furnish satisfactory employees within forty-eight (48) hours, the Employer may recruit employees through other sources. The Employer will make a good faith effort to hire experienced trainees from the out-of-work list. For the purposes of this section, an experienced trainee shall have a minimum of five hundred twenty (520) hours. Entry level trainees (first five hundred twenty (520) hours) may be hired at the discretion of the Employer from any source with notification to the Union. In order for this hire to be valid, this notification must be done on a form similar to the one in Appendix

B to this Agreement and faxed to the IBEW and NECA at the time of employment.

Section 5.1.1 Recall

The Employer shall have the right to recall any job rate material handler or mechanic from the out-of-work list provided that individual has been employed by the Employer within the past twelve (12) months. No more than one (1) recalled job rate mechanic and one (1) recalled job rate material handler may work for the Employer at any of its permanent headquarters at any given time.

Section 5.2 Physicals

- (a) If an applicant is requested by an Employer to take a physical examination, the applicant will be reimbursed at twenty dollars (\$20.00) per hour for his time. The Employer will pay for the cost of such examination.
- (b) No employee shall be required to take a physical examination by any Employer. The only exception shall be whenever a physical examination is a requirement for all employees on the job or project. In that case, the employee shall be paid for his time. The Employer will pay for the cost of such examination.

ARTICLE VI

APPRENTICESHIP AND TRAINING

Section 6.1 Apprenticeship Trust Contributions

All Employers subject to the terms of this Agreement shall contribute fifteen cents (\$0.15) per hour for each hour worked for all employees working under the terms of this Agreement. This sum shall be due the Alaska Joint Electrical Apprenticeship and Training Trust by the fifteenth (15th) of each month and shall be administered for the purpose of maintaining a training program for employees under the terms of this Agreement.

ARTICLE VII

HEALTH AND WELFARE, PENSION AND LEGAL TRUSTS

Section 7.1 Pension Trust Contributions

Effective **April 1, 2022**, Mechanics shall receive **eight dollars (\$8.00)** per hour for each hour worked under the terms of this Agreement. Effective **April 1, 2022**, Material Handlers shall receive **four dollars and seventy-five cents (\$4.75)** per

hour for each hour worked under the terms of this Agreement. Effective December 29, 2008, Mechanic Helpers shall receive one dollar and fifty cents (\$1.50) per hour for each hour worked under the terms of this Agreement. Trainees shall receive fifty cents (\$0.50) per hour until the job rate classification is reached. Payments shall be made to the Alaska Electrical Pension Trust on a monthly basis and payments for the preceding month will not be considered delinquent until after the fifteenth (15th) day of the month following.

Effective January 1, 2006, the Employer agrees to pay twenty-five cents (\$0.25) per hour for each hour worked for all employees working under the terms of this Agreement to the Alaska Electrical **Retirement Savings** Plan. Payments shall be made to the Alaska Electrical Pension Trust on a monthly basis and payments for the preceding month will not be considered delinquent until after the fifteenth (15th) day of the month following.

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

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

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute

a breach of his labor agreement.

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

Section 7.2 Health and Welfare Contributions

Effective **April 1, 2022**, the Employer agrees to contribute **thirteen dollars and ninety-two cents (\$13.92)** per hour for each regular employee and will not exceed one hundred eighty (180) hours of contribution per month per employee. **The hour bank will not exceed four (4) months.** Effective April 1, 2012, new material handler trainees will not have Health and Welfare contributions paid on their behalf for the first fifteen hundred (1500) hours of employment. The bargaining unit shall have the ability to move money from the wage to Health and Welfare in response to increases adopted by the Board of Trustees.

Section 7.3 Legal Trust Contributions

Effective January 1, 1991, the Employer agrees to pay fifteen (\$0.15) cents per hour for all hours worked by all employees working under the terms of this Agreement. These payments shall be made to the Alaska Electrical Legal Trust for the purpose of providing legal benefits. Payments will be made on a monthly basis and payments for the preceding month will not be considered delinquent until after the fifteenth (15th) day of the month following.

Section 7.4 IBEW Hardship and Benevolent Fund

The Employer shall, effective no sooner than January 28, 2002, reduce each employee's net pay by an amount equal to the hours worked times an amount determined by the Local Union not to exceed fifty cents (\$0.50) per hour. This amount will be forwarded to the Local Union in a manner similar to the employee's dues deduction. The Employer assumes no responsibility in connection with the IHBF except that of ordinary diligence and care in forwarding monies deducted pursuant to this section. The Union shall defend and indemnify the Employer from any and all claims against the Employer arising from the collection or administration of the IHBF.

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

IBEW Hardship and Benevolent Fund (IHBF). The Employer shall, effective no sooner than January 28, 2002, reduce each employee's base hourly wage rate, pre-tax, by an amount determined by the Union, not to exceed fifty cents (\$0.50) per hour and contribute an equivalent amount to the IHBF for each compensable hour worked by a bargaining unit employee. The Employer assumes no responsibility in connection with the IHBF except that of ordinary diligence and care in forwarding monies deducted pursuant to this section. The Union shall defend and indemnify the Employer for any and all claims against the Employer arising from the collection or administration of the IHBF.

ARTICLE VIII

DRUG TESTING

Section 8.1 Drug Testing Policy

The International Brotherhood of Electrical Workers, Local Union 1547 (IBEW) and the Alaska Chapter, National Electrical Contractors Association, Inc. (NECA) acknowledge the dangers and costs which drug abuses create in the electrical and communications industry in terms of safety and productivity. The parties to this Agreement resolve to combat drug abuse in any form. Every individual in the industry is encouraged to join in this effort to the greatest extent possible. The Union recognizes the right of the Employer to adopt and implement a drug policy which, subject to appropriate safeguards, may include provisions for drug testing due to Federal and State regulations that have been mandated. The Labor-Management Committee shall meet and formulate the Drug Testing Policy for the electrical and communication industry covering the State of Alaska. See Letter of Understanding dated April 8, 1996, adopting a policy for Federal Highway Administration Department of Transportation regulations. See attached Drug Testing Policy.

Section 8.2

Letter of Understanding (separate page)

ARTICLE IX

NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE

Section 9.1 National LMCC

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

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

working lives, and;

- (10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 9.2 Function

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

Section 9.3 Employer Contribution

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

Section 9.4 Contribution Compliance

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

ARTICLE X

LABOR-MANAGEMENT COOPERATION FUNDS

Section 10.1 Labor-Management Cooperation Fund

- (a) The parties agree to participate in a Labor-Management Cooperation Fund, under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175(a) and §302(c)(9) of the Labor-Management

Relations Act, 29 U.S.C. §186(c)(9). The purpose of this Fund includes the following:

- (1) to improve communication between representatives of labor and management;
 - (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
 - (3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
 - (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the construction industry;
 - (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
 - (6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
 - (7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
 - (8) to enhance the involvement of workers in making decisions that affect their working lives, and;
 - (9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.
- (b) The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust. Each Employer shall contribute five cents (\$0.05) per hour, matched by the Local Union. Payment shall be


forwarded monthly, on a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The LMCC shall jointly establish collection and administration procedures for the necessary operation of the Trust. If an Employer fails to make the required contribution to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to fifteen percent (15%) of the delinquent payment, but not less than the sum of twenty dollars (\$20.00), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

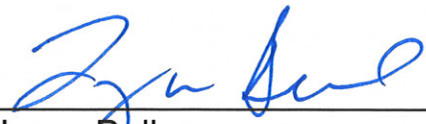
- (c) Any contractor contributing to the LMCC will be considered as having fulfilled their obligation to the NLMCC.

SIGNATURE PAGE

Signed for the Employer:

Alaska Chapter
National Electrical Contractors
Association


By 
Dave McAllen
President

By 
Larry Bell
Executive Manager

Signed for the Union:

Local Union 1547
International Brotherhood of
Electrical Workers

By 
Vince Beltrami
President

By 
Marcie Obremski
Bus. Manager/Financial Sec.

Subject to the approval of the International President of the IBEW

Dated this 15th day of February, 2023.

LETTER OF UNDERSTANDING – DRUG TESTING POLICY

BETWEEN
IBEW 1547 and AK CHAPTER NECA

This is to set forth the mutual agreement between the International Brotherhood of Electrical Workers, Local Union 1547 (IBEW) and the Alaska Chapter National Electrical Contractors Association (NECA) in which the "Inside," "Residential Wiring Agreement," "Outside," and "Industry Support Agreement: employers shall adopt the attached mutually approved FHWA Anti-Drug and Alcohol Plan as modified by the parties.

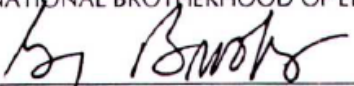
In the interest of cost saving to the individual employers, it is the intent of the parties that the employers' employees be placed in a consortium when possible. Allvest or another mutually accepted testing laboratory will coordinate the drug-testing program for such consortium(s).

Effective January 1, 1996, all commercial driver's license (CDL) holders subject to the Federal Highway Administration Department of Transportation (DOT) regulations will be required to submit to controlled substances and/or alcohol testing in accordance with the regulatory requirements. The DOT may change random testing rates for a given year. The annual percentage rates for random alcohol testing and random controlled substances testing will be published in the Federal Register and will be applicable beginning January 1 of the following year. The DOT may change the cutoff and confirmation levels for alcohol and/or controlled substances in which case the parties agree to adopt such changes.

This policy shall be amended, as necessary by the parties, to conform to applicable Federal DOT regulations or revisions mutually agreed to by the parties.

AGREED:

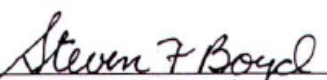
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, L.U. 1547



Gary Brooks, Business Manager

Dated 4/8/96

ALASKA CHAPTER NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION



Steven Boyd, Alaska Chapter Manager

Dated 4/8/96

LETTER OF UNDERSTANDING – YARD HELPERS

BETWEEN
IBEW 1547 and AK CHAPTER NECA

It is recognized by the parties to the IBEW/NECA Electrical Industry Support Agreement (EISA) that signatory employers may employ personnel age 20 years or less to serve as temporary part-time, and likely seasonal, workers. These individuals shall be permitted to perform material handling/warehousing tasks normally afforded material handlers as well as work of other non-bargaining unit employees while not being subject to the EISA, nor shall they require contributions paid on their behalf pursuant to the Alaska Electrical Trust Fund via Special Agreement, or Collective Bargaining Agreement.

Specifically -

The bargaining parties agree that an employer shall not **be** obligated to remit any contributions to the Alaska Electrical Trust Funds for any individual that is 20 years old or younger and works less than 1,000 hours specifically as a yard helper in a calendar year. It is the further intent of the parties that this exemption from remitting contributions to the Alaska Electrical Trust Funds shall supersede any language to the contrary in this agreement or in any special agreement covering non-bargaining unit employees between an employer and an Alaska Electrical Trust Fund.

Nothing herein is intended to lessen the requirements of an employer utilizing this Letter of Understanding their responsibilities regarding IRS Tax Code, Department of Labor Regulations, OSHA Regulations, etc., in any fashion whatsoever.


The parties agree to meet and confer, at least annually, to evaluate the usage of this Letter of Understanding and determine its effectiveness.

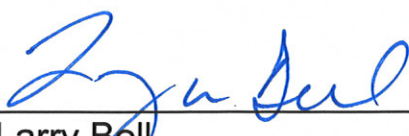
Any questions or complaints arising regarding the utilization of individuals pursuant to this Letter of Understanding will be addressed immediately and subject to Art I - Effective Date, Grievances, Changes, Disputes of this Agreement.

Furthermore, it has been mutually agreed to sunset this Letter of Understanding effective **December 31, 2025**, unless mutually agreed to extend.

Signed for the Employer:

Alaska Chapter
National Electrical Contractors
Association

By 
Dave McAllen
President

By 
Larry Bell
Executive Manager

Signed for the Union:

Local Union 1547
International Brotherhood of
Electrical Workers

By 
Vince Beltrami
President

By 
Marcie Obremski
Bus. Manager/Financial Sec.

APENDIX B

NOTICE OF TRAINEE EMPLOYMENT

Date: _____

Employment Date: _____

Name: _____

SSN: _____

Address: _____

Zip: _____

This individual has been hired under the Electrical Industry Support Agreement
as a: _____ Mechanic Helper _____ Material Handler Trainee

This trainee's level of employment is _____.

Employer: _____

Phone: _____

Fax: _____

Zip: _____

Contact: _____

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IBEW LOCAL UNION 1547

PHONE NUMBERS AND ADDRESSES

Unit 101 – ANCHORAGE

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

Unit 102 – FAIRBANKS

2000 Airport Way
Fairbanks, AK 99701
(907) 458-4900 – Phone

Unit 103 – JUNEAU

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

Unit 104 – KETCHIKAN

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

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