

AGREEMENT COVERING
TERMS AND CONDITIONS OF EMPLOYMENT

between

MUNICIPALITY OF ANCHORAGE



MUNICIPAL LIGHT & POWER



and



INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL UNION 1547

AFL-CIO

Anchorage, Alaska

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SECTION 1

PREAMBLE

THIS AGREEMENT, by and between the Municipality of Anchorage, hereinafter referred to as the "Employer," "MOA," or "ML&P," and the International Brotherhood of Electrical Workers, Local 1547, hereinafter referred to as the "IBEW" or "Union," representing the employees covered herein, establishes the agreed upon working conditions and wage schedule hereinafter set forth.

SECTION 2

PURPOSE, SCOPE, RECOGNITION, AND GENERAL PROVISIONS

Article 2.1 Purposes of Agreement.

The purposes of this Agreement are to set forth the negotiated wages, hours, and other terms and conditions of employment for IBEW represented employees, to promote the settlement of labor disagreements by conference, to provide for the resolution of unsettled grievances by binding arbitration, to prevent strikes and lockouts, to eliminate avoidable delays and excessive or unnecessary costs and expenses, and generally to encourage a spirit of helpful cooperation between the MOA and its employees and the Union to their mutual benefit. The Union recognizes that ML&P is a municipally owned public utility, and the Utility recognizes that Local No. 1547 is part of the International Brotherhood of Electrical Workers.

Article 2.2 Scope of Agreement.

This Agreement shall apply to all facilities operated by and all operations and work conducted by Union represented employees of the MOA, Municipal Light & Power, Development Services, Traffic Engineering, Maintenance & Operations and Department of Neighborhoods working within classifications set forth in this Agreement.

Article 2.3 Recognition.

The MOA recognizes the Union as the sole and exclusive collective bargaining representative of the employees of the MOA who are employed at ML&P and the other above-referenced MOA departments in a classification set forth in this Agreement.

Article 2.4 Designation of Employees.

2.4.1 Regular. Regular employees are those employees who have successfully completed their probationary period and are employed full-time by the Employer.

2.4.2 Temporary. Temporary employees are those employees hired to augment the work force whenever the work load temporarily requires additional help, or in the event of an emergency or unanticipated condition (or situation) or to relieve regular employees during absences. The Employer may extend temporary employment for an additional six (6) months. Any temporary Employee who may be extended by the employer from the initial date of the extension beyond the initial six (6) months shall continue to receive pay as a temporary ML&P or MOA employee, shall continue to accrue full fringe benefits under this agreement, and shall be paid the basic hourly wage rate for the classification in which they are working. Following the maximum authorized six (6) months extension, the Employer shall either terminate employment or afford the employee all entitlement of employees with regular status. By mutual consent of the General Manager and the Chief Shop Steward, a temporary position may be filled on a part-time basis.

2.4.3 Temporary Under "Inside/Outside" Agreement. Any Linemen, Wiremen, equipment operators, and apprentices hired for a temporary period shall be based on the current contract pay scale and overtime provisions established in the "Inside/Outside" Agreement negotiated by Local Union 1547 IBEW, including fringe benefits of health and welfare and pension, payable to the joint account established by IBEW and the parties to the "Inside/Outside" Agreement. Any NECA temporary employee who may be so extended by the employer from the initial date of the extension beyond the initial six (6) months shall continue to receive pay as an ML&P employee as well as to, receive recognized holidays with pay, including fringe benefits of health and welfare and pension, payable to the joint account established by the IBEW and the parties to the "Inside/Outside" agreements. Following the maximum authorized six (6) month extension period, the Employer shall either terminate employment or afford the employee all entitlement of employees with regular status.

Article 2.5 Discrimination Prohibited.

The Employer and the Union agree to comply with all State, Federal, and Local laws, rules, and regulations prohibiting discrimination against any person with regard to all aspects of employment or membership because of race, religion, color, sex, ancestry, national origin, marital status, age, political affiliation, Union activity or handicap. The term "he" used in this Agreement shall also mean "she."

2.5.1 Political Activity. No provisions or part of this Agreement shall abridge statutory or constitutional rights or Home Rule Charter rights of any employee to engage in any legal political activity.

Article 2.6 Plurality.

Unless the context of this Agreement clearly requires a different interpretation or construction, all references to the singular shall also include the plural and vice versa.

Article 2.7 No Strikes, Slowdowns or Lockouts.

This Agreement is a guarantee by both parties that there will not be strikes, slowdowns or lockouts during the life of this Agreement. The Employer and the Union agree to do nothing to provoke interruption of or prevent such continuity of performance of said employees, insofar as such performance is required in the normal and usual operations of the Employer's business. The Union agrees that there shall be no work stoppages due to jurisdictional disputes. No employee will be terminated for refusing to cross a sanctioned and recognized picket line.

2.7.1 Recognized and Sanctioned Defined.

Recognized and sanctioned as interpreted by IBEW and the Municipality of Anchorage for purposes of interpreting the Collective Bargaining Agreement shall mean:

2.7.1.1 A picket line where IBEW has a primary dispute with an electrical contractor, including a recognized, economic, organizational, unfair labor practice or area standards picket, but excluding a publicity, secondary or refusal to patronize picket.

2.7.1.2 A picket line established by another union which has received the official sanction and recognition in the minutes of the Western Alaska Building Trades meeting.

2.7.1.3 A sanctioned and recognized picket line is any picket line which is identified to ML&P by the Business Manager of IBEW Local 1547 or his designated representative. When a dispute regarding the legality of a picket line arises, IBEW and ML&P shall meet within 24 hours and negotiate in good faith to determine whether the picket line is "recognized and sanctioned" for purposes of this Agreement. In the event the question regarding a picket line arises and the parties are unable to agree on whether such picket is sanctioned and recognized, a mutually acceptable third or disinterested party may be called upon to give an interpretation.

2.7.2 Informational or Political Pickets. Nothing contained in this Agreement shall grant the employee the right to refuse to cross an informational picket of another union or a political picket.

2.7.3 Notification. On a routine basis, the Union agrees to provide the Employer with a list of locations and/or companies that are in dispute with the IBEW. An IBEW Business Representative shall notify the Utility Manager, Employee Relations Director or designee by 3 p.m. on the day preceding the posting of a recognized and sanctioned picket line, with a confirmation letter the following day. IBEW shall immediately notify ML&P when it has received written notice that a contractor has established an alternate or union gate at the site of a picket. In the event this gate becomes "tainted"; that is, if a non-union worker goes through a union gate, then IBEW shall immediately notify ML&P in writing. No employee shall be disciplined for refusing to cross a recognized and sanctioned picket as provided herein, unless it can be shown that he acted unilaterally without contacting the Shop Steward or Union Hall to request clarification of the status of the picket. An employee may be disciplined possibly to include termination only when he refuses the direct orders of IBEW and ML&P to cross a picket line.

Article 2.8 Management Rights.

Subject to the specific provisions of this Agreement, it is the right of the Municipality acting through its agencies to determine the standards of service to be offered by its agencies; determine the standards of selection for employment; direct its employees in an efficient manner; take reasonable disciplinary action for just cause; relieve its employees from duty because of lack of work; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; adopt and amend a classification plan and allocate and reallocate employees to positions within the plan pursuant to Articles 3.9.1 and 3.9.2; take all necessary actions to carry out its mission in emergencies; and exercise control and discretion over its organization and the technology of performing its work.

2.8.1 Delegation of Authority. Generally, instructions shall be given from a superintendent to a foreman to a leadman, who in turn will instruct journeymen, operators, apprentices, or other employees as assigned.

2.8.2 Line of Authority. The line of authority shall be as designated by the Utility's or Department's organizational chart. The organizational chart shall be posted in each work location, and updated promptly when changes are made. Any changes in the organizational chart affecting the line of authority within the Union positions shall be subject to mutual agreement.

Article 2.9 Employee Representative Rights.

2.9.1 Union Discipline of Employees. The Union reserves the right to discipline its own members for any violation of Union laws, rules or agreements. However, power dispatchers, power dispatch trainees when assigned to duty in power dispatch, and bargaining unit foremen are an extension of management and as such they will not be subject to Union discipline. If the Employer implements discipline at the request of the Union, the Union shall indemnify the Employer and hold the Employer harmless from any and all claims against the Employer that may arise from any acts of the Union involving their members.

2.9.2 Union Shop. The Employer agrees that all employees covered by this Agreement will, as a condition of employment, become members of the Union within thirty (30) days of the date of this Agreement, or within thirty (30) days after their date of hire, whichever is later. The Employer agrees that only those employees covered hereby who remain in good standing in the Union shall continue in its employ and that "good standing" requires that an employee not be in arrears to the Union for current dues or initiation fees. If the Union fails to admit such an employee to Union Membership, this shall not be cause for his dismissal.

2.9.3 Dues Deduction. The Employer agrees to deduct only regular monthly and working union dues and assessments from the pay of its employees and pay to the Local Union 1547 such amount, if authorized in writing by the employee on a form acceptable to the Employer. The Employer agrees to make this deduction from the second payroll period of each month and to send a check for the total amount, together with a list of the names of those individuals' for whom the deductions were made, to the Financial Secretary as designated by the Union on or before the fifteenth (15th) day of the following month. This authority shall be revocable once per year by the employee by notice in writing delivered by mail to the ML&P Human Resources Manager/MOA Employee Relations or his / her designee and the Financial Secretary of the Union.

2.9.4 Indemnification. The Union agrees that the Employer assumes no responsibility in connection with deduction of dues except that of forwarding monies deducted as set forth in this Article. The Union shall indemnify the Employer and save the Employer harmless from any and all claims against the Employer for the amounts deducted and withheld from earnings.

2.9.5 Shop Steward.

2.9.5.1 The Employer will recognize that the Business Manager of IBEW Local 1547 retains the right to appoint and dismiss all shop stewards in accordance with the Union rules and regulations. There will be one full-time non-working chief steward and up to six part-time working assistant stewards. The Employer shall recognize the shop stewards as the duly-appointed Union representatives of the employees. The Union will notify the

Employer as to the identity of all shop stewards. All shop stewards shall make every effort in cooperation with the Utility Manager, Department Director or his/her duly-authorized representative to correct violations and infractions of this Agreement by either covered employees or management personnel. The duly-authorized assistant shop stewards, upon request made to their immediate supervisors, shall be given reasonable amounts of time during working hours and without loss of pay, to handle all work-related Union business pertaining to their areas of appointment, including but not limited to, grievances and arbitration hearings, and shall keep both the Employer and the Union informed as to their whereabouts. Time codes for shop steward duty shall be as reflected in the Employer's guidelines. No shop steward shall be terminated for any cause until the Utility Manager or Department Director and Business Manager of the Union have completed an investigation into the alleged cause for termination and determined there has been just cause. The assistant shop stewards shall not be laid off as long as there are two (2) or more employees employed within the assistant shop steward's area of appointment.

2.9.5.2 The ML&P bargaining unit member appointed to the chief steward position shall perform the function of full-time steward at the top craft pay rate of foreman. The Employer shall pay all wages and benefits as required by the existing Agreement and, upon receipt of billing from the Employer, IBEW Local 1547 shall reimburse the Employer for one-half (1/2) of the chief steward's wages and benefits, as well as one-half of any acting chief shop steward's wages and benefits. The chief steward shall observe the standard work week of five consecutive eight-hour work days, Monday through Friday, and shall be subject to all terms and conditions of the Agreement.

2.9.5.3 The chief steward shall be given twenty-four (24) hours notice by the Employer prior to the time any committee defined by this Agreement is required to be convened and the chief steward shall have total authority for the assembling of all Union representatives from the bargaining unit required to form any such committees. The chief steward also has the right to assemble any joint committee within twenty-four (24) hours notice to the appropriate division manager.

2.9.5.4 The chief steward shall be afforded private office space and a private, unmonitored outside telephone line with voice mail capability. The cost of such items shall be paid by the Employer.

2.9.5.5 The chief steward shall retain his regular employment status and continue to accrue all benefits. Additionally, the chief steward may return to his former regular position or a similar position within the same classification and rate of pay following a fifteen (15) calendar day advance written notification to the Union and the Employer. This shall not limit the ability of the chief steward to bid in accordance with other provisions of this Agreement.

The chief steward will be the last employee laid off within the work unit provided he/she is qualified to perform the remaining work.

2.9.5.6 The full-time chief steward shall continue to receive chief steward premium pay when he/she is on leave and another shop steward has been temporarily appointed acting chief steward.

2.9.6 Access to Employees. Representatives employed by the Union shall be granted access to Municipal property during normal business hours, for the purpose of conducting such Union business as would affect the Employer, its employees in their capacity as such, or any other aspect of the employer-employee relationship. The Union agrees to notify the appropriate department head or designated employer representative prior to such visits. The Union shall instruct the Chief Steward and assistants regarding scheduled meetings with represented employees, visits by Union officials (other than stewards) and information requests as follows:

2.9.6.1 All official on-site visits by Union representatives (other than stewards) shall be preceded by notice to the General Manager of ML&P or other affected MOA Department Director. Unofficial visits by individuals for non-union related personal visits do not require such notice. The amount of advance notice shall be reasonable to the circumstances. Such visits shall not impede the necessary work of the Employer.

2.9.6.2 When the Chief Steward, assistant shop stewards or any other union representative desires to call a meeting with employees on site during work hours, they shall:

1. Inform the affected employee of the desire for a meeting.
2. Request the employee to obtain permission from their immediate management supervisor to attend such a meeting.
3. If the requested time is unworkable, the requestor and management supervisor shall reschedule the meeting.
4. The supervisor shall not unreasonably deny an employee permission to attend a meeting requested by a steward. Similarly, the employee shall not be unreasonable in the request.

2.9.6.3 When the chief shop steward or other shop stewards request or seek information from ML&P or another department covered by this agreement the following procedure shall be followed:

1. The request shall first be made orally to an individual no lower than the lowest level non-bargaining unit management supervisor appropriate to the dispute or issue of information in question.

2. If the oral request is denied the request shall be re-submitted in writing.

3. The non-bargaining unit management supervisor shall not unreasonably deny an information request.

4. If the written request is denied, the requestor may file a grievance or unfair labor practice as appropriate.

2.9.7 Bulletin Boards. The Employer shall supply bulletin boards for the exclusive use of the Union to post officially signed Union bulletins. Such bulletin boards shall also be used to post the Employer's working rules and other information necessary to new employees. One bulletin board shall be placed in each shop and facility.

2.9.7.1 The phrase "One bulletin board shall be posted in each shop and facility" in the ML&P/IBEW Collective Bargaining Agreement, for the purposes of ML&P facilities, shall be interpreted as requiring ML&P to provide one (1) official glass locked bulletin board in each of the following ML&P areas:

- The Line Room;
- Technical Services;
- The Transformer Shop;
- Administration;
- Warehouse;
- Customer Service;
- Generation Plant 1;
- Generation Plant 2;
- Operations;
- Power Dispatch;

for a total of ten (10) bulletin boards. The location and number of bulletin boards will remain as above unless mutually agreed to by the parties. Placement of future bulletin boards will be open for future discussion. Should ML&P expand its physical plant, the parties will discuss the possibility of additional bulletin boards.

2.9.7.2 The ten (10) official ML&P bulletin boards will be utilized for posting all "downtown", Traffic Engineering, Development Services, Department of Neighborhoods, Operations and Maintenance and ML&P in-

house generated job vacancies and bid award announcements and other official employer information.

2.9.7.3 ML&P management will continue to assume responsibility for posting all “downtown” and ML&P in-house generated job vacancies and bid award announcements and other official employer information on the ten (10) official ML&P bulletin boards. The Chief Steward or his assistant will be responsible for posting Traffic Engineering, Development Services and Department of Neighborhoods, Operations and Maintenance IBEW bargaining unit employees in-house job vacancies and bid award announcements on the ten (10) official ML&P bulletin boards. If Traffic Engineering Development Services and Department of Neighborhoods, Operations and Maintenance IBEW bargaining unit employees transmit their in-house generated job vacancy and bid award announcements to “downtown” for distribution, those announcements will be posted as “downtown” announcements.

2.9.7.4 ML&P will provide the Chief Steward with a set of keys to the ten (10) official bulletin boards. The Chief Steward shall sign for the keys on a form to be provided by ML&P. The Chief Steward may not remove any ML&P management posted material from the boards. The Chief Steward may not give the key, copy the key, or provide copies of the key to any person without written permission of the ML&P General Manager.

2.9.7.5 Traffic Engineering, Operations & Maintenance, Development Services, and Department of Neighborhoods shall provide one (1) official glass front lockable bulletin board in each of the following work areas:

Traffic Engineering Division;	Sign & Paint Shop;
Operations & Maintenance;	Development Services;
Neighborhoods/Weatherization;	

ML&P in-house generated job vacancies and bid award announcements will be “faxed” to the Chief Steward and to Development Services, Operations & Maintenance, Dept. of Neighborhoods/Weatherization, Traffic Engineering and to the Paint & Sign Shop in a timely manner for posting by the IBEW at Traffic Engineering, Sign & Paint, Operations & Maintenance, Development Services, and Dept. of Neighborhoods. A fax transmittal sheet indicating good transmission will be evidence of transmittal.

“Downtown” job vacancy and bid award announcements shall be transmitted to the Chief Shop Steward, Traffic Engineering, Sign & Paint, Operations & Maintenance, Development Services, , and Dept. of Neighborhoods in a timely manner.

2.9.7.6 Traffic Engineering, Operations & Maintenance, Development Services, and Department of Neighborhoods agree to post all

“downtown,” ML&P in-house generated, job vacancies and bid award announcements and other official employer information on the six (6) listed official Bulletin Boards. Traffic Engineering, Operations and Maintenance, Development Services, , and Department of Neighborhoods agree to distribute all job vacancy and bid award announcements in a timely manner. All posted materials must be positioned in such a manner as to not interfere with the readability of any other posted material.

2.9.8 Union Examination. The Union reserves the right to subject any Non-Union person hired by Employer to an examination, practical or written, before admitting such person to membership in the Union. However, such examination shall be the same as that given any Union member of like status and classification, and shall be administered in the same manner.

2.9.9 Employee Absence While Holding Union Position. Any employee appointed or elected to office in the Union which requires a part or all of his time shall not lose his established seniority with the Employer and shall be granted a leave of absence without pay upon application not to exceed three (3) years. In the event an employee appointed to the Union staff returns to work after a leave of absence, he may be granted another leave of absence by mutual consent only. This section shall not apply to steward activity of limited duration.

Article 2.10 Exclusive Nature of Agreement.

The parties agree that this Agreement shall constitute the sole and entire Agreement by the parties, thereby revoking all previous Agreements, understandings, practices and regulations, except as provided within this document.

Article 2.11 Amendment of Agreement.

This Agreement may be amended at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date of the amendment and be executed in the manner required by AMC 3.70.130.

Article 2.12 Separability and Savings.

In the event that any of the provisions of this Agreement shall be declared by a court of competent jurisdiction to be invalid for any cause, the invalid provision shall be deemed to be null and void and the remainder of this Agreement shall continue in full force and effect. The parties hereto agree that within thirty (30) calendar days after a provision has been declared invalid, they will commence negotiations with regard to such invalidated provision and any other provisions of this Agreement which are affected by the invalidation. In the event that the parties do not reach agreement on contract amendments with regard to such

invalidated provision, the parties shall continue to abide by all other terms of this Agreement as though the invalidated provision did not exist.

Article 2.13 Standards of Work and Productivity.

The Union agrees for its members who are covered by this Agreement that they will individually and collectively perform safe, efficient and diligent service and that they will use their influence and best efforts to protect the property of the Employer. Since the issue of assuring the community that they are receiving the best services for their dollars is of critical interest to both management and labor, labor recognizes that the establishment of such productivity improvements is the right and obligation of management. It is further recognized that labor has a right to be informed and participate in the implementation of productivity standards.

Article 2.14 Subcontracting.

2.14.1 The Union recognizes that the Municipality has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the Municipality. The Municipality agrees that it will not lay off any employees who have completed their probationary period and have regular employee status because of the exercise of its contracting or subcontracting rights.

2.14.2 The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union or to discriminate against any of its members. The parties agree this means the Employer shall not subcontract work traditionally performed within the job classifications covered under this Agreement, except when regular employees cannot meet the Employer's maintenance and new construction needs or when in-house personnel do not possess the expertise and skills to adequately perform the work within time constraints or Utility needs of service or any emergencies. The Employer shall not intentionally schedule work to create time constraints. For purposes of this section, traditional bargaining unit work includes all new construction and maintenance. Nothing herein shall be construed as a restriction on the Employer's right to contract or subcontract for professional services not covered by job classifications defined in this Agreement, including staff support for contractors or subcontractors providing such services.

2.14.3 In each case in which ML&P hires a contractor or subcontractor to perform bargaining unit work the nature of which is within the jurisdiction of this Agreement, ML&P will require as a condition of that contract or subcontract that the contractor or subcontractor have a current collective bargaining agreement or letter of assent with the IBEW Local Union 1547. For the purposes of this paragraph, ML&P means services performed and property owned, operated, maintained or constructed specifically by or for Municipal Light & Power.

2.14.4 In each case in which the Municipality hires a contractor or subcontractor to perform work for the Municipality on Municipal property which is not owned or operated by ML&P, and the nature of the work is within the traditional jurisdiction of the IBEW, the Municipality will require as a condition of that contract or subcontract that the contractor or subcontractor have a current collective bargaining agreement or letter of assent with the IBEW Local Union 1547. For the purposes of this paragraph the "Municipality" means services provided and property owned, operated, maintained or constructed by or for the Municipality of Anchorage, excluding ML&P.

The phrase "within the traditional jurisdiction of the IBEW," means work specifically electrical in nature such as the installation and maintenance of electrical transmission, distribution, raceway and electrical control systems, power lighting and communications work such as cabling, antenna and radio communications. Work done by an equipment manufacture's own employees in the initial commissioning of a radio system on the fixed network equipment of that system, is exempted from this section; work done after the initial commissioning by the manufacturer's sub-contractors or contractors or subcontractors performing work on the system for the MOA, is covered by this section.

2.14.5 In order to avoid unnecessary disputes and project delays, IBEW shall be permitted to review contracting and subcontracting proposals to verify compliance herewith before the contract or subcontract is awarded, and for notice purposes, the IBEW shall be included on the bidders list of all RFP's. The parties may, at either party's request, meet every three (3) months during the life of this Agreement to discuss any problems arising from the interpretation of this provision.

2.14.6 In all circumstances where a contractor acquires work under Section 2.14 and its subsections, the Employer shall operate as a Construction Industry Employer as that term is used in the National Labor Relations Act.

Article 2.15 Meet and Confer.

The parties agree that they will meet and confer in good faith at reasonable times and places concerning this Agreement and its interpretation or any other matter of mutual concern to employee representatives and the MOA. The parties further agree that any party to this Agreement may request, in writing delivered to the other party, that the parties confer within fourteen (14) calendar days after the date of delivery of a request to discuss a specified matter. Requests to meet and confer made by either party shall be delivered in accordance with Article 9.5. An inexcusable refusal to meet and confer in

response to such request shall be a violation of this Agreement. There shall be no obligation on the part of either party to reopen, modify, amend or otherwise alter the terminology or interpretation of this Agreement or make any other agreement as a result of any such conferences, nor shall the requirement for such conferences alter the rights or obligations of the parties under this Agreement.

SECTION 3

HIRING, EMPLOYMENT PROGRESSION, LAYOFF AND RECALL, AND RESIGNATION OF EMPLOYEES

Article 3.1 Hiring Procedures.

3.1.1 The Employer shall notify the Union through its Business Agent when new employees are needed, and the Union shall make every effort to supply satisfactory employees to the Employer. Classification specifications shall be the sole criteria for hiring. Should the Union fail to supply qualified employees within a seventy-two (72) hour period, excluding holidays and weekends, the Employer may employ any other person, and such person shall affiliate himself or herself with the Union on or before the 31st day of employment and shall remain a member in good standing. The above-mentioned seventy-two (72) hour time limit may be waived by mutual consent of the Employer and the Union. The Union shall screen applicants to insure that such individuals are reasonably able to meet the Employer's job qualifications or minimum class specifications before the applicant is dispatched.

3.1.2 The name, address and phone number for the appropriate Employer representative who is to interview the dispatched applicant shall be listed in the request for dispatch sent to the Union. Applicants referred to the Employer within the seventy-two (72) hour dispatch request procedure shall immediately call the appropriate Employer representative at ML&P or another covered department to schedule an appointment for interview. The Employer agrees to schedule each interview as quickly as possible. However, in the event the Employer is unable to schedule an appointment for interview with the applicant within a four (4) hour time frame after notice from the applicant, the Employer shall extend the time limits for the dispatch process by any amount of time in excess of four (4) hours if such delay was occasioned by the Employer's inability to establish a timely interview.

3.1.3 The chief steward shall receive a copy of all Employer requests for dispatched applicants at the same time or no later than when the request is sent to the Union. The Employer shall direct the applicant to submit the gold copy of the dispatch slip to the applicable shop steward or the chief steward marked "hired" or "rejected". In the event an applicant is not hired, the applicant will be provided with an explanation of the Employer's reason(s) for his rejection.

The applicable shop steward or chief steward shall then notify the Union that the position has been filled or that another dispatched applicant is required. Single applicants shall be dispatched until the position is filled or the seventy-two (72) hour allotted dispatch time frame (excluding weekends and holidays) has lapsed. All gold copies of applicant dispatch slips are to be filed by the chief steward as soon as the applicant is accepted or rejected.

Article 3.2 Employment Probation.

The first ninety (90) calendar days of employment in a regular position shall constitute a probationary period. During the probationary period, employees may be terminated by the Employer and such separation shall not be subject to the grievance and arbitration provision of the Agreement. An employee shall be considered a regular employee only after the successful completion of the probationary period. The probationary period may be extended by mutual consent of the Employer and the Union. Seniority and other service credit shall accrue from the date of regular hire.

Article 3.3 Seniority.

3.3.1 Definition. Seniority is the length of service since most recently employed by the Employer, as a regular or regular part-time employee. Temporary and IBEW Inside/Outside employees who move directly into a regular position shall have credit from date of initial hire.

3.3.2 Termination of Seniority. The seniority of any employee will terminate under any of the following conditions:

3.3.2.1 Layoff. When an employee is laid off, except when the employee is re-employed and his service break is twelve (12) months or less, in which case there is no break in seniority. This section shall not be retroactive for wage purposes.

3.3.2.2 Resignation. When the employee resigns.

3.3.2.3 Discharge. When the employee is discharged for cause.

3.3.3 Transition Plans and Activities. The parties agree that for two (2) years after transaction date, Eklutna personnel shall have first call on post-transfer Eklutna jobs for which they are qualified subject to the labor agreements of the purchasers.

In the event that ML&P acquires the Eklutna project as set forth above, ML&P agrees that all currently represented employees of Eklutna shall retain the seniority they had prior to the purchase, transfer, assignment, or divestiture for

positions for which they are qualified at the Eklutna project. The Eklutna project represented personnel shall fall under all terms and conditions of the ML&P/IBEW labor agreement as regular employees (Article 2.4, Section 2.4.1, Regular) and their probationary period already served. Seniority for positions other than the Eklutna project shall be the length of service under the ML&P agreement. Job classifications shall be those agreed to between the parties

Article 3.4 Personnel Evaluation Reports.

Once each calendar year all employees within a division may be evaluated for standards of performance by his/her immediate management supervisor. The immediate management supervisor will discuss the evaluation with the employee privately, and the employee may comment on the personnel evaluation report. The completed evaluation along with any employee comments shall be included in the employee's official personnel file. Evaluations are not to be used as a substitute for disciplinary action.

Article 3.5 Job Vacancies.

Job vacancies in regular positions shall be filled by the job posting, job bidding and job award procedures. Qualifications and ability being equal, class specifications being the sole criteria, seniority shall prevail for the purposes of promoting employees. At the option of the Employer, temporary positions may be filled by the appointment of a regular employee or pursuant to Article 3.1.1. Where practical, the Employer will endeavor to accommodate the desires of regular employees who wish to fill a temporary position.

A regular employee filling a temporary position shall be returned to his/her previous position upon completion of the temporary assignment.

3.5.1 Job Posting. Any position or job covered by this Agreement which has been vacated, or any job that has been created, shall be posted within the Utility and the other covered MOA departments. The posting shall state details and qualifications applicable to the job or position and the effective date for filling the position. Posting by the Employer will be on all bulletin boards for a minimum of five (5) working days. Employer may, as an alternative, provide copies of job announcements to the Chief Shop Steward through hard copy or facsimile copy, and the Chief Shop Steward will be responsible for posting on all bulletin boards.

3.5.2 Job Bidding. For the purpose of providing every regular employee covered by this contract with an opportunity to bid on posted vacancies, Employer will make a reasonable effort to notify all employees, including those on leave, of posted vacancies, provided that the employee on leave has left an address or telephone number where he/she can be contacted. Any individual covered by this contract may, within five (5) working days from the date of job posting, present in writing (or verbally, if out of town) to his/her Shop

Steward his/her request to bid. Such request will include his education, training, and experience data required for the position. The application will not be considered nor will the bidders' personnel files be researched by the Employer until the bid committee is convened. The appointing authority may require any applicant for examination to submit documented proof of the possession of licenses, certificates, degrees, or other qualifications claimed and may refuse credit for such qualifications in the absence of proof. In the absence of regular employee bids, probationary employees, and then temporary employees may submit bids for posted vacancies prior to open hiring.

3.5.3 Bidding Restricted. Unless mutually agreed, no regular employee may submit a bid for a job until such employee has completed twelve (12) full months employment with the Employer. All employees are limited to one (1) successful bid during each twelve (12) month period. This section shall not prevent an employee from bidding a promotional opportunity.

3.5.4 Bid Committee. The bid committee shall be composed of two (2) representatives from the bargaining unit and two (2) representatives from the Employer. The representatives of both parties shall be selected from the division in which the position is to be filled and shall have experience in the position or related positions. In the event there is an insufficient number of employees within the division to provide the necessary bid committee members, the parties may select their representatives from anywhere in the Utility or the Department, so long as the experience requirement is satisfied.

3.5.4.1 A minimum twenty-four (24) hour notice will be given when any meeting of the bid committee is required.

3.5.4.2 All bid envelopes shall be opened only in the presence of the assembled bid committee. All qualified bids shall then be considered by the committee on the basis of merit and fitness without discrimination of any kind. The class specifications shall be the sole criteria for awarding the posted bid position. When bidders are equal in class specification qualifications, seniority shall prevail. The bid committee shall make the final selection and the decision is not grievable.

3.5.4.3 The bid committee may require any applicant for examination to submit documented proof of the possession of licenses, certificates, degrees or other qualifications claimed and may refuse credit for such qualifications in the absence of proof.

3.5.5 Job Award.

3.5.5.1 Within five (5) working days after the closing of the bids, the bids will be considered and the job awarded. It is agreed that the Employer will include the effective date on all job vacancies at the time of posting

and the employee awarded the bid shall receive the new rate of pay on the posted effective date.

In the event the original committee cannot reach a majority decision, the General Manager and Chief Shop Steward may reconvene a second bid committee within five (5) working days or proceed directly under 3.5.5.2. An IBEW representative and an Employer Human Resources representative shall be present at this second bid committee meeting.

3.5.5.2 If the second bid committee cannot reach a majority decision, the Utility Manager or Department Head and Chief Shop Steward will meet and confer in an attempt to resolve the issue of job award. If they are unable to reach a decision on this issue then the matter will be referred to the Union Business Manager, or his/her designee, and the Mayor of the Municipality of Anchorage, or his/her designee, who will decide the issue within five (5) working days. If not resolved at this level, either party may appeal the issue to an arbitrator mutually selected by the striking method who will render a decision within five (5) working days of selection. Such decision shall be final and binding upon the parties.

3.5.6 Evaluation on Promotion. When a regular employee is awarded a bid of a promotional nature, the following will apply:

3.5.6.1 A ninety (90) calendar day evaluation period will become effective commencing on the date of appointment. This period will be used for training and evaluation of the employee in the promoted position.

3.5.6.2 The employee's vacated position will be held open or filled temporarily until the evaluation period expires.

3.5.6.3 After ninety (90) calendar days of successful performance in the promoted position, the employee will then be termed a regular employee in that position.

3.5.6.4 If the employee is unacceptable in the newly promoted position, as determined by the employee's management supervisor prior to the 90th calendar day, the employee will return to his/her previous position and pay status.

3.5.7 Temporary Job Vacancies. In the event the Employer elects to fill a temporary position with a regular employee in lieu of filling it pursuant to Article 3.1.1, the most senior qualified employee shall be selected. These requirements may only be modified upon mutual consent of the General Manager or covered Department Director and the Chief Shop Steward.

3.5.8 Family Members. It is agreed no person may be employed, promoted, transferred or reassigned by the Municipality in a job (management supervisor relationship) supervised by a family member. Family members shall be defined as spouse, brother, sister, father, mother, child, step-father, step-mother, grandmother, grandfather, mother-in-law, father-in-law, step-child, uncle and aunt.

Article 3.6 Layoff and Recall.

3.6.1 Layoff.

3.6.1.1 Due to Reduction in Force. When a layoff is necessary because of reduction in force, Utility seniority shall prevail regarding such layoffs.

Layoff notices will be given to the affected employees at least thirty (30) calendar days prior to their effective date.

The employee to be affected may, at their own discretion, replace another employee of less seniority in the lower classification within the Utility (per Appendix I and all existing and new classifications) provided they meet the minimum qualifications for those positions.

The employee may, at their own discretion, elect to job share in lieu of layoff as provided for elsewhere in this Agreement.

The qualifications of employees shall be determined by a Placement Committee composed of two (2) representatives from the Union and two (2) from Management.

In the event the Placement Committee is unable to reach a majority decision within a reasonable time frame (defined as three (3) working days), an impartial tie-breaker is to be selected by the Utility General Manager and the IBEW Business Manager. The impartial tie-breaker will make the final decision as to an employee's qualifications.

3.6.1.2 Due to Reorganization. In the event of a layoff due to a reorganization, the affected employee may bump another employee in his division of lesser seniority. If no position exists within the division, the affected employee may bump Utility- wide, if qualified.

The qualifications of employees shall be determined by a Placement Committee composed of two (2) representatives from the Union and two (2) from Management.

3.6.2 Recall. In the case of recall from layoff, recall will be in reverse order of layoff within each division and classification. The Union will be advised of the recall. The Union will send notification of recall to an employee. If the employee does not return within fourteen (14) calendar days, the Employer will have fulfilled its obligations to the employee with regards to recall from layoff. Entitlement to recall terminates twenty-four (24) months from the date layoff occurred.

Article 3.7 Educational and Training Assistance.

3.7.1 In the event an employee desires to take course work or technical training considered to be of benefit to the Municipality, consideration shall be given toward payment of up to 100% of the tuition expense. In order to receive tuition refund consideration, the employee needs to obtain the written concurrence of his Utility Manager/Department Director and the Director of Employee Relations that successful completion of the proposed training will be of mutual benefit to both the Municipality and the employee involved. The approval will include a stipulation that the employee will repay the cost of the training to the Municipality if he does not satisfactorily complete the training and shall not take advantage of any other publicly funded educational assistance programs during the course of study. This concurrence shall be obtained in each case before beginning the pertinent training. The employee also shall sign an agreement that the refund will be returned to the Municipality in the event of separation from Municipal employment within twelve (12) months from date of completion of training. The Municipality shall pay direct billings from institutions offering courses applicable to municipal employment as set up by a direct payment authorization letter from the Director of Employee Relations. Upon successful completion of the training involved, the employee shall furnish his Utility Manager/Department Director and the Director of Employee Relations evidence of successful completion and the amount of charges. Upon approval of the Director of Employee Relations, a refund will be made from funds available in the appropriate agency's budget in those instances where direct payment was not arranged by the Municipality.

3.7.2 An employee wishing to participate in correspondence courses under this program must obtain the prior approval of the Utility Manager/Department Director and refund requests for approved courses must be submitted to the Director of Employee Relations for approval. The Director of Employee Relations shall determine the accreditation of the correspondence school.

Article 3.8 Training Committee.

3.8.1 The parties to this Agreement, desiring to improve the training opportunities for local residents and to perpetuate the skills of the electrical service industry, hereby establish an apprentice and manpower training

committee of four (4) members equally representing the Union and Management which shall be known as the Municipal Light and Power Joint Apprenticeship and Training Committee. The Committee shall select co-chairmen from its members.

3.8.2 It shall be the duty of the Committee to administer all apprenticeship and trainee programs affecting bargaining unit employees including, but not limited to, those in Warehouseman Trainee, Operator-Mechanic Trainee, Clerk Trainee, Engineering Assistant I, and Engineer in Training positions.

3.8.3 The Committee will:

3.8.3.1 Review step rate placement for apprentice-trainees hired;

3.8.3.2 Provide for establishing training standards and programs;

3.8.3.3 Evaluate apprentice and trainee progress; and

3.8.3.4 Recommend whether an apprentice/trainee should advance to regular status or be terminated from employment.

Article 3.9 Classification of Employees.

3.9.1 Job Classifications.

3.9.1.1 The parties recognize the Bargaining Unit job classifications as listed and contained in Appendix 1 of this Agreement, and concur that such classifications have been agreed upon and are in existence upon the signing of this Agreement.

3.9.1.2 Pursuant to Municipal Ordinance AO 82-56, the parties recognize that a new job classification may be created or existing job classifications changed during the life of this Agreement if negotiated and mutually agreed to by the Union. Such changes shall be negotiated and agreed upon, and if not agreed upon, resolved pursuant to the classification committee and arbitration procedures hereinafter described.

3.9.2 Classification Committees.

3.9.2.1 The Union and Utility Manager shall immediately establish a standing internal classification committee for ML&P consisting of two (2) management representatives and two (2) IBEW representatives. The MOA Employee Relations Director and the Union shall establish a separate but comparable classification committee to address job classifications in the other

MOA departments covered by this Agreement. The committees shall be charged with reviewing newly proposed job classifications or changes in existing classifications falling within the scope of this Agreement. A majority vote of the committee shall be controlling. The initial decision whether or not to simply create a new classification or to initiate a change in an existing classification is within the sole discretion of the Employer. Once such an initial decision is made, the provisions of this Article 3.9, Classification of Employees, shall apply.

3.9.2.2 Both the Union and the Employer shall appoint a co-chairman. Either co-chairman shall have authority to convene a meeting of the committee with three (3) calendar days advance notice.

3.9.2.3 If the Classification Committee does not agree on the establishment of the new job classification or the proposed changes, the matter may be submitted immediately to local arbitration through the striking method by which the Chief Steward and the Employer will jointly select a local arbitrator. The local arbitrator shall be selected and a decision rendered in five (5) calendar days. The decision of the arbitrator shall be final and binding on all parties.

3.9.2.4 The Classification Committee has the right, and the obligation, to establish wage rates for all classifications within its jurisdiction.

Article 3.10 Resignation.

An employee who desires to terminate shall give at least two (2) weeks notice, in writing, to his/her immediate Management supervisor and foreman. Notice of resignation shall become part of the employee's personnel record. The required period of notice may be reduced or waived by the Employer upon recommendation of the Utility Manager/Department Director. Upon approval of the Utility Manager/Department Director, an employee may withdraw his/her resignation at any time prior to the effective date of the resignation. Failure to give adequate notice will be noted on the employee's separation documents and may render the employee ineligible for rehire by the Municipality. The effective date of termination shall be the last day worked or date noticed for those employees who do not return from leave without pay.

Article 3.11 Loan of Employees.

The Employer shall not loan, or cause to be loaned, to any other employer the members of the Union in its employ without first securing permission of the Union representative.

SECTION 4

SCHEDULING AND TIME OFF

Article 4.1 Paid Time Off.

4.1.1 Annual Leave.

4.1.1.1 Accrual and Rates. Cashable paid annual leave for all regular and temporary employees shall accrue as follows:

0-2 Years Service	Annual Leave – 6.15 hours per pay period
3–5 Years Service	Annual Leave – 6.77 hours per pay period
6-10 Years Service	Annual Leave – 7.38 hours per pay period
11+ Years Service	Annual Leave – 9.23 hours per pay period

Non – Cashable paid annual leave for all regular and temporary employees shall accrue as follows:

6 - 10 years of service	Non-Cashable Annual Leave - 1.86 hours a pay period
11 - 19 years of service	Non-Cashable Annual Leave - 2.62 hours a pay period
20 + years of service	Non-Cashable Annual Leave - 3.27 hours a pay period

Leave accrues during the period of time an employee is on paid leave. Such additional accrual shall be canceled if the employee fails to resume duty on completion of his authorized leave. Leave does not accrue during periods of Workers' Compensation leave or leave without pay.

4.1.1.2 Annual Leave Accrual Limits. Accrued and unused leave may be carried over from one year to the next for the purpose of accumulating an Annual Leave Account, or reserve; however, on December 31 of any year, an employee may not have more than 480 hours of cashable leave to his/her credit.

4.1.1.3 Annual Leave Scheduling. An employee must notify his/her supervisor 24 hours in advance when not more than sixteen (16) hours paid annual leave is desired. When longer periods of paid annual leave are desired, at least two weeks advance notice must be given. Paid annual leave requested will be granted if, in the opinion of the supervisor, the employee can be spared from the section at the time requested. Otherwise, such requests shall be granted as soon as the employee can be spared from his/her duties.

4.1.1.4 Leave Use Increments. Paid leave shall normally be taken in increments of not less than one (1) hour; except that for medical/dental appointments, less than one (1) hour may be used.

4.1.1.5 Cash-In of Annual Leave. An employee, upon written request, shall be permitted to cash in his/her annual leave, provided the request is made ten (10) calendar days in advance of the next payroll period and subject to cash availability and budgetary limitations. In the event of a bona fide emergency situation, the ten (10) calendar day notice may be waived.

4.1.1.6 Donation of Annual Leave. Employees may donate the monetary value of annual leave to a fellow employee who has suffered or is suffering a serious personal emergency or disaster such as probable early death of the employee or a member of the employee's immediate family, lingering or incurable illness of the employee or a member of the employee's immediate family, or the loss of home and all belongings due to fire or natural disaster. Annual leave donations must be approved by the Employer.

4.1.2 Bereavement Leave. A regular employee shall be granted three (3) days of paid leave for bereavement of an immediate family member while in Alaska, or four (4) days if travel out of state is required, for a deceased member of the immediate family. The definition of immediate family for the purpose of Article 4.1.2, Bereavement Leave, shall be: spouse, child, mother, father, brother, sister, grandmother, grandfather, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-relationship, person for whom the employee has been appointed as legal guardian, same sex domestic partner as defined by the MOA, and/or other family member who resides permanently with the employee. Bereavement leave is not deductible from the employee's accrued annual leave; however, at the employee's request, other appropriate leave shall be approved for up to fourteen (14) calendar days.

4.1.3 Leaves of Absence.

4.1.3.1 General. Regular employees may be granted a leave of absence without pay, upon recommendation of the supervisor and approval of the Employer, service requirements permitting, for a period up to 180 calendar days without loss of seniority. Leave without pay shall not be requested nor

granted until such time as all paid leave has been exhausted except where an employee is on authorized Workers' Compensation leave.

4.1.3.2 Authorized Leave Without Pay. Requests for Leave of Absence Without Pay will be approved as provided above on an individual basis when submitted in writing. Such approval shall be granted in the following manner:

4.1.3.2.1 Emergency Leave. In case of death in the immediate family, Emergency Leave of Absence Without Pay may be granted for a period of up to thirty (30) calendar days upon notification and request made to the Employer. This is in addition to rather than in lieu of the Funeral/Bereavement Leave provide for in Article 4.1.2 above.

4.1.3.2.2 Family and Medical Leave Act. The Alaska Family Leave Act (AS 23.10.500 - .550) and the federal Family and Medical Leave Act of 1993 (Public Law 103-3) entitle employees to periods of leave for childbirth, adoption, to care for a close relative with a serious health condition or if the employee is unable to perform his or her duties because of a serious health condition. This section adopts the rights and requirements of those Acts.

Medical Leave Without Pay (MLWOP) may be granted for up to three (3) months and may be extended for an additional three (3) months. Prior to commencing MLWOP employees must first use or cash out all compensable leave to which they are entitled. The granting or extension of MLWOP will require a letter from the qualified health care provider treating the employee, outlining the nature of the disability or medical condition and estimating when the employee will be able to return to employment. All costs for medical examinations relating to MLWOP will be the responsibility of the employee. During Emergency Medical Leave the Municipality will pay Health and Welfare and Employee Life Insurance for the first three (3) months of such leave.

4.1.3.2.3 Personal Leave. An employee must notify his supervisor at least 24 hours in advance when not more than sixteen (16) hours of Leave of Absence Without Pay is desired. When longer periods of Leave of Absence Without Pay are desired, at least two (2) weeks advance notice will be given. Leave of Absence Without Pay requested shall be granted if, in the opinion of the supervisor and the Employer, the employee can be spared from the section at the time requested. Otherwise, such requests shall be granted as soon as the employee can be spared from his or her duties.

4.1.3.3 Leave Accrual While on Leave Without Pay. While on Leave of Absence Without Pay, paid annual leave will not accrue.

4.1.4 Military Training Leave. Any regular employee who is a member of the National Guard or organized military reserves of the United States, and who is ordered to attend a period of active duty training shall be allowed up to fifteen (15) calendar days leave per calendar year for such purpose. During such leave, employees shall be paid the difference between their regular pay, including longevity pay, and their military pay and longevity, if any. Such military training leaves shall not be deducted from accrued annual leave. Employees ordered to attend additional periods of military training may take annual leave or leave without pay for such training.

4.1.5 Workers' Compensation Leave.

4.1.5.1 When a compensable industrial accident occurs, the Employer will, during a period of not longer than fifty-two (52) weeks, supplement workmen's compensation benefits during the period of temporary disability as determined by the Alaska Workers' Compensation Board, by an amount necessary to raise the employee's total compensation to 75% of the employee's basic hourly wage rate. The Employer will not, however, supplement any workmen's compensation benefits provided for by permanent disability rating as determined by the Alaska Workers' Compensation Board, nor will the Employer supplement funds provided for by its compensation insurance carrier for any settlements of industrial accident claims. When any such settlement is made for the purpose of this paragraph, the period of temporary disability shall be presumed to terminate on the date of such settlement.

4.1.5.1.1 Workers' Compensation. When a compensable industrial accident occurs, the Employer will, continue the Employer's obligations for health insurance for a period not to exceed twenty-four (24) months from the date of injury so long as the employee continues to be on workers' compensation.

4.1.5.2 It is recognized by the Employer that coverage of the Workers' Compensation Act of the State of Alaska provides for a three (3) day waiting period. The Employer shall pay the employee his/her regular wages for this 3-day waiting period. The Employer shall pay this 3-day waiting period prior to workers compensation pay starting, providing that the employee's injury did not result from his/her own gross negligence or willful misconduct and that he/she observed all safety rules as set forth in the State of Alaska, Department of Labor Electrical Code. Any decision that an injury resulted from gross negligence or willful misconduct is subject to the grievance procedures herein.

4.1.6 Recognized Holidays With Pay. Holidays recognized hereunder as days off with pay shall be as follows for all eligible employees:

New Year's Day
Martin Luther Kings Jr. Day (third Monday in January)
Washington's Birthday (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day
Labor Day (First Monday in September)
Veterans Day
Thanksgiving Day (Fourth Thursday in November)
Day After Thanksgiving (Fourth Friday in November)
Christmas Day
One Personal Holiday (Scheduled with Supervisor's Concurrence) accruing at the start of each calendar year

4.1.7 Jury Duty.

4.1.7.1 Use. Jury duty shall be treated as leave without loss of longevity, leave, or pay. Service in court when subpoenaed as a witness on behalf of or arising from their duties with the Municipality, or when called as an expert on a matter of Municipal concern or relating to a Municipal function, will be treated the same as jury duty. Fees paid by the court (other than travel and subsistence allowance) will be turned in for deposit to the Municipality's General Fund, except that fees paid for court duty that occurs on the employee's normal non-work days may be retained by the employee. Witness service for purposes other than just described will be covered by annual leave, or leave without pay, and any fees received in this connection may be retained by the individual.

4.1.7.2 Notice. Employees, upon receiving written notice of being called for jury duty or a subpoena to testify, will immediately provide their supervisor with a copy of such notice. In the event an employee called for jury duty is excused, he shall return to work within a reasonable time. For purposes of this section, if an employee is released from jury duty in the a.m., the employee shall report for work in the p.m. of same day; and if he/she is released from jury duty in the p.m., the employee shall be released from returning to work for that day.

4.1.7.3 Shift Accommodation. Employees, when notified of potential jury duty, shall be scheduled on the day shift, Monday-Friday, and will be returned to their normal shift after the date specified by the notice or court for the completion of jury duty.

4.1.8 Voting Time. An employee who desires to vote in a Federal, State, or Municipal election will be granted one (1) hour paid time at his/her straight time rate for that purpose. The Employer may require that any employee who is granted time to vote produce his voting stub.

4.1.9 Miscellaneous.

4.1.9.1 Employer Notice. It shall be the responsibility of each employee to notify as early as possible his/her management supervisor of any immediate circumstances or events that may result in the employee not reporting for his/her scheduled tour of duty.

4.1.9.2 Unauthorized Absences. Any employee who is absent from duty shall report the reason therefore to his/her supervisor as soon as possible. Unauthorized or unreported absences shall be reported as absence without pay, and may be cause for disciplinary action.

4.1.9.3 Use Limitations. The maximum number of employees permitted to be on leave at any time shall be determined by the supervisor of each work unit and notification shall be provided to the employees and the Union.

Article 4.2 Meal Periods.

4.2.1 All employees shall be granted an unpaid meal period of at least thirty (30) minutes in duration where possible. The Employer will attempt to schedule the meal period at approximately the middle of each shift.

4.2.2 Where employees are required to work through their unpaid meal period, the time shall be treated as work time, and the employee shall be paid the appropriate overtime rate, until relieved.

4.2.3 Where, because of the nature of the work, employees must remain in duty status and eat while working, the time shall be considered as time worked, and the Employer may implement a schedule which contains no provisions for an unpaid meal period.

Article 4.3 Meal Eligibility.

4.3.1 Call-In. An employee in a call-in situation who actually works one (1) hour or more prior to their regular starting time shall be entitled to a breakfast meal allowance plus a reasonable time to eat such meal on paid time at the applicable rate.

4.3.2 Call-Out. An employee in a call-out situation who actually works four (4) hours or more shall be entitled to a dinner meal allowance plus a

reasonable time to eat such meal on paid time at the applicable rate. Each four (4) hours thereafter, the employee shall be entitled to another meal allowance and reasonable time to eat at the applicable pay rate.

4.3.3 Holdover. An employee in a holdover situation who actually works two (2) hours or more shall be entitled to a dinner meal allowance plus a reasonable time to eat such meal on paid time at the applicable rate.

4.3.4 Meals Not Consumed. Where an employee is entitled to any of the foregoing meal allowances and forgoes the paid time to eat the meal, the employee shall receive one-half hour of paid time at the applicable rate plus the meal allowance and shall be released from duty.

4.3.5 Missed Meals. Where an employee has been called out and has not had a reasonable time break between the end of their shift and the call-out and has missed a meal at home, the employee shall receive a meal allowance for the missed meal. This shall not include the paid time for the meal. Additional meals shall be granted in accordance with time worked as provided in the foregoing sections.

Article 4.4 Ten Hour Break.

Except as required by the Employer, an employee who has been on duty for four (4) or more hours after 8:00 p.m. shall not report to work the next day following until he/she has had a minimum of ten (10) hours of relief; provided, however, that such employee shall be paid at his/her applicable straight time rate for those hours of his/her regularly scheduled shift included in his/her ten (10) hours of relief; and, provided further, if such employee does not report for work following such ten (10) hours of relief or does not have approved leave for the remainder of his/her straight time shift, he/she will not be entitled to straight time pay for those hours of his/her regularly scheduled shift which were included in his/her ten (10) hours of relief. An employee required to work during his/her ten (10) hour break shall be paid at the applicable overtime rate.

Article 4.5 Scheduling.

4.5.1 Work Schedules. Work schedules for the employees shall be determined by the Employer within the parameters set forth in other provisions of this Agreement.

4.5.2 Change in Shifts or Jobs. No employee will be required to lose any working time by reason of a change in shifts or jobs, except in cases of personal convenience or preference.

4.5.3 Breaks. Where the working situation permits, the Employer shall schedule a break of at least fifteen (15) minutes duration during the first and second halves of each shift.

4.5.4 Flexible Full Time. The parties agree that employees who have successfully completed their probationary periods may be permitted to work an alternative work schedule that will involve the scheduling of irregular shifts not currently set forth in Section 8, provided that the mutual agreement of the Employer and the Union is obtained in advance. Such irregular shifts may include shifts of less than eight (8) hours on any given day or on various days of the week as mutually agreed to by the parties.

Article 4.6 Blood Donation Leave.

Employees shall be entitled to four (4) hours of paid time off per calendar quarter to donate blood. This paid time off shall not be deducted from the employee's annual leave or sick leave bank. The MOA may require proof of donation before qualifying the employee to receive the paid time off. Such paid time off for blood donation must be scheduled with the consent of the MOA.

SECTION 5

COMPENSATION

Article 5.1 Wage Rates.

Wage rates shall be as set forth in Appendix 1 of this Agreement.

Article 5.2 Overtime Pay.

Overtime shall be compensated for at two (2) times the basic rate of pay. So far as possible, employees will be afforded the opportunity to share equally, within classification, in overtime work. Regular employees shall receive preference on all overtime work. All time worked other than the regular day or shift shall be paid for at the overtime rate.

Article 5.3 Holiday Compensation.

When an employee is required to work on a paid holiday listed in Article 4.1.6 hereof, subject to the conditions stated therein, he/she will be paid the appropriate straight time rate for the holiday. In addition, the employee will receive double the appropriate straight time rate for all hours worked.

Employees on shift schedule will receive the holiday pay on the day on which the holiday falls.

5.3.1 Holiday Falling on a Saturday or Sunday. If a recognized holiday falls on Sunday, the following Monday shall be considered the legal holiday. If a recognized holiday falls on Saturday, the Friday immediately preceding the holiday shall be considered the legal holiday. In the event of a conflict between Federal law or proclamation and a State law or gubernatorial proclamation with respect to any such observance, the State law or gubernatorial proclamation will control.

5.3.2 Holiday During Annual or Sick Leave. A recognized holiday occurring during an employee's annual or sick leave shall not be counted as a day of annual or sick leave.

5.3.3 Holidays & Leave Without Pay (LWOP) An employee shall not receive payment for any holiday if he is on leave without pay on the last regular work day preceding such holiday and on the next regular work day following such holiday.

Article 5.4 Longevity.

All employees **hired before July 1, 1982** and covered by this Agreement shall be eligible and receive continuous credit service benefits in accordance with the following schedule:

After 1 Year	1%	After 8 Years	8%
After 2 Years	2%	After 9 Years	9%
After 3 Years	3%	After 10 Years	10%
After 4 Years	4%	After 15 Years	12.5%
After 5 Years	5%	After 20 Years	15%
After 6 Years	6%	After 25 Years	17.5%
After 7 Years	7%	After 30 Years	20%

5.4.1 Longevity Continuation. Notwithstanding the above, longevity pay shall not be paid to any regular employees hired, rehired, or re-employed after July 1, 1982 as provided herein. Regular represented employees hired on or after July 1, 1982, shall be eligible to receive Service Recognition pay and shall continue to be eligible unless they resign, are laid off for longer than one year without re-employment, or are discharged for cause. After July 1, 1982, longevity pay will be paid according to the following schedule based on years of service:

1/1/2003	103.5% of base pay for 15 years of continuous service.
1/1/2004	103.5% of base pay after 10 years of continuous service. 107.5% of base pay after 15 years of continuous service.
1/1/2005	103.5% of base pay after 10 years of continuous service. 107.5% of base pay after 15 years of continuous service. 110.5% of base pay after 20 years of continuous service.

5.4.2 Service Recognition Pay / Performance Step Program.

Employees who were hired on or before July 1, 1982 who are entitled to longevity pay will not be eligible for additional step increases through the performance step program. Regular represented employees hired on or after January 1, 2009 who have successfully completed their probationary period may participate in the Performance Step Program (“PSP”) and will not be eligible to participate in the Service Recognition Pay (“SRP”) program. Regular employees hired before January 1, 2009 may choose to continue in the SRP or at any time choose to participate in the PSP. If a qualified employee chooses to participate in the PSP the employee’s SRP pay (if any) will be frozen and combined with the performance step increase, so that the total amount of SRP and PSP pay does not exceed 13%.

If employees receiving Service Recognition Pay choose to participate in the Performance Step Program (PSP), their pay shall be adjusted to reflect the difference between the SRP and the PSP once the PSP requirements have been met.

New or current employees may participate in the PSP subject to the following requirements:

1. Regular employees may begin the PSP program at the start of the next quarter immediately following the successful completion of their probationary period.
2. Employees must successfully complete eight (8) cumulative or rolling quarters to be eligible for each Step.
3. Employees shall notify their department head of their intention to begin the PSP program in writing.
4. Within 10 working days after the end of each quarter the supervisor and the employee will complete the attached checklist to verify whether the following conditions have been met. This time period may be extended by mutual agreement.

5. Successful completion of all of the conditions in each Category below shall entitle the Employee to advance to the next step in the PSP program:

Category 1. Discipline:

- a. A disciplinary action report (DAR) will render an employee ineligible for that quarter. To do so, the DAR must be either undisputed by the employee, settled or resolved so that some discipline is still imposed, or challenged and upheld in arbitration in accordance with Section 7 of the CBA. If the DAR is successfully challenged in arbitration, and the arbitrator completely exonerates the employee so that no discipline is imposed, the employee will be treated as if he or she had been eligible in this category, for that quarter.

Category 2. Safety:

- a. No at fault, lost time accidents.
- b. No convictions for moving violations which occurred on the job.
- c. Attend a minimum of two (2) safety meetings per quarter provided by the employer as per Section 9 of the CBA. This provision shall be waived if the employees' shift schedule prohibits them from attending.

Category 3. Dependability/reliability:

- a. Zero unauthorized absences for the quarter. Any employee who is absent from duty shall report the reason therefore to his supervisor as soon as possible.
- b. No more than three (3) non-scheduled days of absence per quarter. When an employee calls in sick only the first day of any consecutive, related sick days shall count. For example, if an employee is absent for three days and called in properly on the first, only one of the three days will count as a non-scheduled absence in this category.

Step I:

Upon the successful completion of eight (8) cumulative or rolling quarters, an employee shall receive a wage increase equal to six and one-half percent (6-1/2%) of the employee's current base rate of pay. The employee shall then be eligible to enter into the second step of the Performance Step Program.

Step II:

Upon the successful completion of a second set of eight (8) cumulative or rolling quarters, an employee shall receive a wage

increase equal to six and one-half percent (6-1/2%) of the Employee's current base rate of pay for a total of thirteen percent (13%) above the base rate of pay.

Service Recognition Pay (SRP)	Performance Step 1: 6.5% (PSP)	Performance Step 2: 6.5% (PSP)	Total Service Recognition and Performance Step Pay
No SRP	6.5% PSP	6.5% PSP	13%
3.5% SRP	6.5% PSP	3.0% PSP	13%
7.5% SRP	5.5% PSP	0% PSP	13%
10.5% SRP	2.5% PSP	0% PSP	13%

Appeal Procedures:

There will be two (2) bargaining unit members selected by the Union and two (2) Management members selected by management to serve on an Appeal Committee ("Committee"). If an employee feels he or she has not been evaluated fairly, the employee may file an appeal with the Committee within 15 working days of completion of the quarterly evaluation. The Committee will hear and resolve the appeal within fifteen (15) working days of its submission by the employee. If the Committee is unable to resolve the appeal, the appeal shall be heard and decided by the Union Business Manager or designee and the Employee Relations Director or designee within five (5) working days of submission by the Committee of the unresolved appeal to them. This decision is final not grievable.

Payment:

Any eligible award will be effective the first full pay period after the final quarter.

Article 5.5 Work Outside of Shift.

Work outside of the regular shift is defined as either call-in, call-out or holdover as follows:

5.5.1 Call-In.

5.5.1.1 Call-In Defined. Call-in is defined as that situation where employees are required to come in to work prior to and contiguous with their regularly scheduled shift and which has been scheduled before the end of the employees' preceding work shift.

5.5.1.2 Call-In Pay. Call-in time which is one hour or less shall be considered one (1) hour for pay purposes except in those cases where call-in time is less than fifteen (15) minutes. In the event that call-in time exceeds one (1) hour, but is two (2) hours or less, the pay to be given to employees is two (2) hours. If call-in time exceeds two (2) hours, overtime pay shall be the actual time worked. For example:

5.5.1.2.1 An employee directed to go to work at 6:30 a.m., whose shift starts at 7:00 a.m., would receive one hour at the applicable overtime rate.

5.5.1.2.2 An employee directed to go to work between 5:00 a.m. and 6:00 a.m., and whose shift starts at 7:00 a.m., would receive two (2) hours at the applicable overtime rate.

5.5.1.3 Call-In Canceled. If an employee is instructed by his/her supervisor to report for scheduled work on a day such employee would not normally be on duty, or on a holiday, and such work is subsequently canceled, the employee will be paid a minimum of two (2) hours at the applicable overtime rate, or at the holiday rate; provided, that if the employee is notified of such cancellation at least one (1) hour prior to the time he/she is scheduled to report, the employee will be paid one (1) hour at the applicable overtime rate.

5.5.2 Call-Out.

5.5.2.1 Call-Out Defined. Call-out is defined as that situation where employees have been released from duty and are required to return to work outside of their scheduled duty hours.

5.5.2.2 Call-Out Pay. An employee who is required to return to work outside his/her regular hours of duty will be paid a minimum of two (2) hours at the applicable overtime rate, or holiday rate, whichever is appropriate.

5.5.3 Holdover.

5.5.3.1 Holdover Defined. Holdover is defined as that situation where employees are required to stay on duty after and contiguous to their regularly scheduled shift.

5.5.3.2 Holdover Pay. An employee who is held over shall be paid on the following basis for the time worked: If held for less than fifteen (15) minutes, no overtime; fifteen minutes or over, one-half hour; over one-half hour, time shall be rounded to the nearest one-half hour at the appropriate overtime rate.

Article 5.6 Meals.

The parties recognize the meal allowance for an employee's breakfast to be \$10.00, the meal allowance for an employee's lunch to be \$10.00 and the meal allowance for an employee's dinner to be \$12.00.

Article 5.7 Work Out of Classification.

If any employee is required to do the work of a classification higher than that in which he/she is regularly employed, the employee will be paid at the higher rate for hours actually worked. This does not include temporary jobs or reassignments as addressed herein:

5.7.1 Temporary jobs or reassignments of less than 30 calendar days shall be compensated for hours actually worked in the temporary classification.

5.7.2 Temporary jobs or reassignments extending beyond 30 calendar days shall be compensated as follows:

5.7.2.1 Overtime and holidays shall be compensated at the temporary rate.

5.7.2.2 Any leave accrued which is used and/or cashed in during this temporary assignment shall be at the employee's regular rate of pay.

5.7.2.3 Regular employees temporarily assigned to management positions shall have their hourly wage increased five percent (5%) and shall be compensated as provided above.

5.7.2.3.1 Regular employees temporarily assigned to management positions shall not exceed six (6) months in such temporary assignment without the mutual consent of the Union.

5.7.3.1 Temporary Transfer to Lower Classification. No regular employee hereunder will suffer a reduction in pay by reason of his/her temporary transfer to a job carrying a lower pay classification.

Article 5.8 Employee Payment.

The Utility will pay employees every other Friday with twenty-six (26) pay periods per year.

Article 5.9 Errors in Pay.

When an error is noted in the pay or leave time of an employee covered by this Agreement and brought to the attention of the Utility, such errors shall be corrected within three (3) working days. In the event the error is substantial (over 10% of gross wages for the affected pay period) or an employee emergency, such errors shall be corrected within twenty-four (24) hours.

Article 5.10 Advanced Vacation Pay.

Checks will be issued for advanced payment of accrued leave provided that a written request is made to the Payroll Department of Municipal Light and Power, or other covered department fourteen (14) days prior to the date payment is required.

Article 5.11 Pyramiding Prohibited.

Payment of overtime will be calculated at the basic wage plus longevity. Shift premium and compounding of overtime will not be included in the calculation.

Article 5.12 Compensation Savings.

Those employees whose positions have been assigned to a lower percentage rate as a result of the revised classification and wage schedule shall retain their current percentage rate so long as they remain in their present positions. When the employee voluntarily transfers or promotes to another position within the Utility or other Department covered by this Agreement he/she shall receive the rate of pay agreed upon for the classification of that position.

Article 5.13 Clothing Allowance.

5.13.1 The Employer agrees to provide eligible employees a clothing allowance of three hundred dollars (\$300) each calendar year, within a reasonable amount of time following January first of each year. Eligible employees are as follows:

GENERATION – Everyone except the clerks

OPERATIONS – Everyone except the clerks

ENGINEERING – Survey Crew, Locator, and Field Engineer

Engineering Division Employees, other than those mentioned above, who perform field work shall be paid a clothing allowance of \$150 annually each June if:

- a) they are required to work in the field on ML&P Engineering electrical construction projects.
- b) they do actually work in the field at their supervisor's request, resulting in the need to purchase some outdoor clothing protection.

Management reserves the right to determine whether or not an employee has spent sufficient time at electrical

construction sites mandating the need for a clothing allowance. Incidental or infrequent trips to work sites do not qualify as actual work in the field.

The clothing allowance is not automatic. It must be applied for after the Supervisor has determined the employee has actually performed field work which merits a clothing allowance.

CUSTOMER SERVICE – Meter Readers and Lead Meter Reader

TRAFFIC ENGINEERING

- Electronics Technicians
- Senior Electronics Technicians
- Electronics Leadman
- Electronics Supervisor
- Paint & Sign Tech I, II, III
- Paint & Sign Leadman
- Paint & Sign Foreman

BUILDING SAFETY

- Structure Inspector
- Structure Inspector Foreman
- Electrical Inspector
- Electrical Inspector Foreman
- Elevator Inspector

NEIGHBORHOODS

- Journeyman Weatherization Worker
- Lead Journeyman Weatherization Worker

FACILITY MAINTENANCE

- Journeyman Wireman
- Journeyman Wireman Foreman
- Journeyman Carpenter

The Employer agrees that employees in the aforementioned classifications who are required to work field assignments on a temporary basis shall be granted a reasonable clothing allowance on an as-needed basis.

5.13.2 Temporary Employee Clothing Allowances. The allowance for eligible temporary employees will be as follows; payable at the end of the first complete pay period following January 1 or their date of hire, whichever is later:

<u>Period of Call</u>	<u>Clothing Allowance</u>
Under 30 days	\$0
30 - 59 days	\$150
60 - 89 days	\$225
90 days or more	\$300

If the period of hire is extended by the Employer, and the employee has not received the full \$300.00 allowance, the allowance will be adjusted to fit the new end of service date.

5.13.3 If a temporary employee leaves of his/her own volition, his/her final paycheck will be reduced by the following to recover all or a portion of the clothing allowance advanced:

<u>Length of Service</u>	<u>Clothing Allowance Reduction</u>
Under 30 days	\$300 or total allowance, whichever is lesser
30 - 59 days	\$225 or total allowance, less \$75, whichever is lesser
60 - 89 days	\$150 or total allowance, less \$150, whichever is lesser
90 days or more	\$0

5.13.4 Temporary employees who, at the convenience of the Utility, are discharged prior to the end of their period of call will be subject to a recovery of clothing allowance in the amount of 50% of that set forth in Article 5.13.3.

5.13.5 A maximum of \$300.00 will be paid in any one year, irrespective of the number of dispatches an individual employee had.

Article 5.14 Deductions From Pay.

The MOA may deduct monies owed to the MOA under any MOA program in which the employee is participating which calls for payroll deductions, such as tuition reimbursement and dues check-off. The MOA may not make any other deductions from employee pay except as authorized by law or written agreement with the employee. Any such written agreement must be concurred in by the Union.

SECTION 6

BENEFITS

Article 6.1 Health and Welfare Benefits.

6.1.1 Employer agrees to participate in, and contribute to, the Alaska Electrical Health and Welfare Trust Fund established by the Union and the Alaska Chapter of the National Electrical Contractors Association, Inc., for the purpose of providing certain health and welfare benefits to employees. Effective the first full pay period of 2009 the Employer will pay into such fund a sum equal to \$1248.00 per month and the Employee will pay the sum of \$5.00 per month. The purpose is to establish the base premium for health care coverage, effective January 1, 2009, the entire premium is \$1253.00. Any increases in this base amount will be allocated in future years as provided in Article 6.1.2. Coverage begins on the first day of the first month which falls on or after the employee's date of hire. Coverage terminates the month following the employee's date of separation from the Employer. For example: An employee hired on June 1, 2004 will be covered for June. An employee hired on June 2, 2004 will be covered beginning July 1, 2004. Any employee who obtains Health & Welfare coverage will also be covered under the Alaska Electrical Trust Fund Legal Plan.

6.1.2 Future Increases. Any increase in the premium amount during the term of this agreement shall be borne with the Employer funding ninety percent (90%) and the individual employee funding ten percent (10%).

6.1.2.3 The Employer agrees to withhold Health and Welfare deductions from its employees' paychecks and forward those amounts to the Alaska Electrical Health and Welfare Trust Fund. The amounts to be withheld will be determined by the Trust. The purpose for the deduction will be for employees voluntarily wishing to purchase a Health and Welfare Plan that exceeds the plan available at the Employer contribution rate. The Union will provide the necessary forms for the employee to sign authorizing the deductions.

6.1.2.4 The Union shall indemnify the Employer from any and all claims against the Employer for the amounts deducted and withheld from earnings for this Health and Welfare deduction.

6.1.2.5 Movement of Monies. There shall be allowed a one time annual movement of monies from wages to the defined benefit plan and/or the defined contribution plan of the Alaska Electrical Pension Fund (AEPF) with

stipulations that any such movement must require a simple majority vote of the affected employees covered by this Agreement by secret ballot conducted by the IBEW and provided, further, such transfer will not reduce the defined benefits contribution rate below the specified rate per compensable hour under Article 6.3, below.

Article 6.2 Life Insurance.

The Employer will fund 100% of the Life Insurance benefits offered by the Municipality of Anchorage in an amount equal to the basic yearly earnings of each employee rounded out to the nearest thousand dollars (\$1,000) of annual earnings to a maximum of \$50,000.

Article 6.3 Retirement.

The Employer shall pay into the Alaska Electrical Pension Fund an amount of \$6.50 per hour for each hour for which compensation is paid by Employer effective the first full pay period of 2009. This amount will be adjusted to \$6.75 effective the first full pay period of 2011 and \$7.00 effective the first full pay period of 2013.

6.3.1 Money Purchase Plan. The Employer agrees to make contributions equal to 1.3% of each employees gross wages to the Alaska Electrical Workers Money Purchase Plan (Annuity Plan). Employees may also voluntarily contribute to the Alaska Electrical Workers Money Purchase Plan upon presentation of a properly signed authorization form to the Employer. The Employer agrees to withhold and forward voluntary contributions authorized by an Employee. This authorization for deduction may be discontinued at anytime by the employee, but there must be a three (3) month waiting period prior to reinstatement of the deduction.

Article 6.4 Legal Trust.

The Employer shall contribute (\$25.95) twenty five dollars and ninety five cents per month to the I.B.E.W. Group Legal Trust Fund for each regular and temporary employee, who qualifies for health & welfare coverage for the month.

Article 6.5 Joint Apprenticeship Program.

The Employer shall contribute ten cents (\$0.10) per compensable hour for each employee, but not to exceed forty (40) compensable hours per week per employee, to a jointly administered apprenticeship program.

Article 6.6 Savings Plan and Credit Union Deductions.

Regular employees shall be eligible to participate in the MOA-sponsored 401(k) and 457 savings plans under the same terms and conditions as non-represented MOA employees. The Employer also agrees to make authorized deductions to the Alaska Municipal Employees Federal Credit Union or designated financial institution on behalf of any employees, regular or otherwise, so requesting.

Article 6.7 Hardship and Benevolent Fund.

If a majority of the Bargaining Unit Employees working under this CBA elect to participate in the IBEW Hardship and Benevolent Fund (IHBF), the MOA shall, beginning the first full pay period following the notice of election, deduct and forward five (\$.05) cents per hour for each hour of compensation of each employee within the bargaining unit to the IHBF. Such funds shall be forwarded in the same manner and form as other contributions herein.

Article 6.8 Political Action Committee Fund.

Following thirty (30) calendar days of employment, an employee may voluntarily elect to participate in the IBEW Political Action Fund by signing an authorization form (supplied by the IBEW and acceptable to the Employer) and submitting it to the Employer. The Employer agrees to deduct the amount indicated on the authorization form per pay period from the employee's wages to be submitted to the IBEW Local Union No. 1547, Political Action Fund. This money will be paid monthly with the dues withheld from each employee's payroll consistent with Article 2.9.3 of the CBA.

In accordance with the requirements of Alaska State Law, the IBEW agrees that Political Action Committee funds shall not be used for political activity against the Employer. This authority shall be revocable once per year by the employee by notice in writing delivered by mail, or in person, to the ML&P Human Resources Manager/MOA Employee Relations Director and the Financial Secretary of the IBEW.

SECTION 7

**DISCIPLINE AND DISCHARGE OF EMPLOYEES
AND RESOLUTION OF DISPUTES**

Article 7.1 Discipline.

7.1.1 Discipline. In normal circumstances the MOA shall follow a program of progressive discipline, consisting of: oral warning, written reprimand, suspension for a period to be determined by the department head or his/her designee, with or without pay, or termination of employment. The MOA may

impose discipline at any level depending upon the severity or frequency of the offense.

7.1.2 Termination of Employment. The Employer retains the right to discipline an employee for just cause but agrees that in the case of discharge the designated Union representative shall be notified of the reason of such contemplated discharge prior to any action taken against the employee unless constraints preclude such notice. If the Union fails to grieve a discharge within ten (10) working days of the action, the right to grieve or arbitrate the action is forfeited.

7.1.3 Letters of Disciplinary Action Time Limits. Twelve (12) months from the date of the action concerned, the Director of Employee Relations shall review the disciplinary action and if no subsequent report of similar violations has been made, the Employer shall be notified to return its copies with respect to the disciplinary action from all personnel office files to the interested employee.

Article 7.2 Grievance Definition.

7.2.1 Complaints or Discussions. While not considered a "grievance" as defined hereafter, employees and/or the Union Steward are encouraged to engage in informal discussions with Management to attempt to settle or prevent problems prior to the formal "grievance" in writing being filed.

7.2.1.1 The Employer will at all times keep the Union informed in writing of the names of the Employer's representatives in each shop, plant, or other work location, with whom grievances shall be processed under the grievance procedure hereinafter described. The Union will at all times keep the Employer informed in writing of the name of the Union representative with whom Employer grievances shall be processed under the grievance procedure hereinafter described.

7.2.2 Grievance. A grievance is hereby defined as a claimed violation, misinterpretation, inequitable application, or noncompliance with the provisions of this contract or of any supplemental agreement. A grievance may be filed against the Employer by the Union or by an employee through his/her Union representative or against the Union by a non-bargaining unit manager.

In order to deter undue delay in the processing of grievances, from the time the Employer is first notified of an alleged violation (grievance), until the issue is resolved, including the decision of the arbitrator, the subject of the controversy shall remain status quo as prior to the alleged violation and prior to the filing of the grievance.

The grievance shall be in writing and shall include the following:

7.2.2.1 The nature of the grievance, the circumstances out of which it arose, and the date of occurrence.

7.2.2.2 The remedy or correction which is requested.

7.2.2.3 The section or sections of the Agreement relied upon or alleged to have been violated.

7.2.2.4 The signature of the grievant and the Shop Steward or the grieving non-bargaining unit manager.

7.2.2.5 The date the grievance is submitted.

Article 7.3 Grievance Procedure.

All grievances shall be presented to the employee's immediate management supervisor as soon as practicable after the occurrence upon which the grievance is based, but in no event later than ten (10) working days if the grievance is a termination grievance, or fifteen (15) working days if the grievance arises from other causes. Failure to submit a grievance within such periods shall constitute a bar to further action thereon. Management grievances shall be filed directly at Step Two.

7.3.1 Step One. Within five (5) working days after written presentation of an alleged grievance, the affected employee or employees and Shop Steward shall discuss the written grievance with the designated Management Representative(s) for the work function to which the employee or employees are assigned, in an effort to resolve the dispute or difference. Within five (5) working days of completion of the discussion, the Employer will reply in writing to the Shop Steward. If this reply is unsatisfactory, the alleged grievance may be moved to Step Two provided written notification of such move is made within five (5) working days following the receipt of the Management Step One response.

7.3.2 Step Two. Within five (5) working days after receipt of the notice from Step One, the Union Business Representative and the Utility Manager or Department Director shall meet and discuss the alleged grievance. The Employer shall respond in writing to the Union within five (5) working days of completion of their meeting.

7.3.3 Arbitration.

7.3.3.1 Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by providing written notice to the ML&P Human Resources Manager or MOA Employee Relations Director within ten (10) working days from the date of the answer in Step Two. If the

grievance is not appealed to arbitration, it shall be considered terminated on the basis of the second step answers of the responding party without prejudice or precedent in the resolution of future grievances.

7.3.3.2 Neither the Union nor the Employer shall refuse to process any grievance through the various steps provided for herein, to timely select an arbitrator when the Union has appealed a grievance to arbitration or to schedule or participate in the arbitration hearing.

7.3.3.3 If a request for arbitration is tendered, the Union and the Employer will meet within five (5) working days to agree on a mutually acceptable Anchorage arbitrator. If no agreement can be reached, the parties shall select an arbitrator by the striking method from a list of ten (10) arbitrators supplied by the American Arbitration Association for the purposes of that dispute. The arbitrator will be selected within five (5) working days. The order for striking shall be determined by a toss of the coin. The Union representative shall toss the coin and the management representative shall call out his/her choice. Arbitration shall commence as soon as possible following the appointment of the arbitrator. The expenses of arbitration shall be borne equally by the Employer and the Union.

7.3.3.4 In the interest of time and monetary savings, when the arbitrability of a grievance is questioned, both parties agree that the same arbitrator shall be used to decide both arbitrability and the grievance issue itself and that said arbitrator shall resolve either prior to or during the first day of hearing any disputes concerning the conduct of separate hearings on arbitrability and the substance of the grievance.

7.3.3.5 Authority of the Arbitrator. The arbitrator shall conduct a hearing according to generally accepted standards and procedures for grievance arbitration. The arbitrator shall have no authority to add to, alter, delete or modify the labor agreement or to issue any award on a matter not raised in the complaint filed by the Union. The decision of the arbitrator shall be final and binding on all parties. In the consideration of grievances filed by or which concern bargaining unit employees who work in departments other than the Utility, and in fashioning an award, if appropriate, the arbitrator will give due consideration to any differences in working conditions between such employees and the remainder of the bargaining unit so as to ensure that the award or any remedy which is provided is not overbroad in application to employees or working conditions which were not the subject of the grievance.

7.3.4 Time Limits. Failure of either party to act within the time schedule set forth in this procedure without the express written agreement of the other party will be considered a default and the grievance shall be considered to be settled in favor of the non-defaulting party. The parties may mutually agree in writing to modify the time limits in any step of the grievance procedure. The

hand delivery, mailing or facsimile transmission of the grievance appeal or answer shall constitute a timely appeal or response if postmarked or electronically inscribed within the appeal period. Both parties will provide the other with lists of designated representatives and addresses.

SECTION 8

WORK RULES

Article 8.1 Generation and Dispatch Division Work Rules.

8.1.1 References. References to generation or maintenance personnel is defined also to include dispatch personnel.

8.1.2 Hours of Work and Compensation.

8.1.2.1 Work Day and Work Week - Operating and Dispatch Personnel.

8.1.2.1.1 Operating and Dispatch personnel will work regularly scheduled eight (8) hour shifts in order to provide round-the-clock and round-the-year coverage of generation and dispatch operation. A "regularly established shift" means a shift which is to be effective for at least one (1) week. Work shifts for operating and dispatch personnel may be established so as to schedule such personnel to work ten (10) days consecutively and with the four (4) days immediately following as off-duty days.

8.1.2.1.2 Operating and dispatch personnel will not be scheduled to return to work without having an eight (8) hour rest interval between periods of duty. If an operating or dispatch employee has worked sixteen (16) hours or more in any twenty-four (24) hour period, he/she will be compensated at the appropriate rate for any portion of such eight (8) hour rest period which extends to his regularly scheduled work day. The shift schedule will be posted in each power plant and dispatch center. This shift schedule may be altered by mutual consent.

8.1.2.1.2.1 The non-rotating Power Dispatcher position will be scheduled to work pursuant to the language in the Labor Agreement under Section 8, Article 8.1 of the Generation Work Rules for Shift Changes and will be compensated accordingly.

8.1.2.1.2.2 If any Relief Power Dispatcher working straight days is not available to have his/her regular shift schedule (Monday through Friday day shift) altered to cover the shifts of those Dispatchers who are scheduled to be absent or on leave, then the shift may be covered by splitting the shift or through "holdover" or "call-out" pursuant to Article 5.5 "Work Outside of Shift" in the ML&P/IBEW Labor Agreement.

8.1.2.1.3 Employees who work on an operating or dispatch crew shift, commencing at 3:00 p.m. and concluding at 11:00 p.m. shall receive a differential of ten percent (10%) per hour in addition to their straight time rate. For employees who work on an operating or dispatch crew, commencing at 11:00 p.m. and concluding at 7:00 a.m., a differential of ten percent (10%) per hour in addition to the regular straight time rate will be paid. Persons working a complete second shift (swing or mid) will be authorized the ten percent (10%) straight time rate for that shift.

8.1.2.1.4 All work performed by operating or dispatch personnel before 7:00 a.m. and after 3:00 p.m. for employees on day shift, and before 3:00 p.m. and after 11:00 p.m. for employees on swing shifts, and before 11:00 p.m. and after 7:00 a.m. for employees on mid shifts or on days when an employee is not scheduled to work, shall be paid for at the applicable overtime rate.

8.1.2.1.5 Overtime rates will be applicable if more than five (5) eight (8) hour regularly established shifts are worked in any regularly established seven (7) day work week.

8.1.2.2 Work Day and Work Week - Maintenance Personnel and Dispatchers on Non-Rotating Duty. The regular work shift will be eight (8) hours, from 7:00 a.m. to 3:30 p.m., with one-half (1/2) hour for lunch between 11:00 a.m. and 11:30 a.m. The regular work week will be five (5) days, Monday through Friday.

In addition, to aid in the efficient operation of the utility, from time to time Maintenance personnel may work a night shift from 7:00 p.m. to 3:30 a.m., with one half (1/2) hour for lunch between 11:00 p.m. and 11:30 p.m. Five working days notice will be given for this shift, and personnel assigned to this shift will be entitled to receive shift differential of ten percent (10%).

8.1.2.3 Generation Plant Maintenance Operators and Dispatchers.

8.1.2.3.1 Lunch Period/Operators. When assigned as Operators and Dispatchers, employees shall eat their lunch on working time at a time so as not to interfere with efficient operation of the generation plant or dispatch center. When assigned to duties other than operating or dispatch,

generation plant employees and dispatchers shall have a one-half (1/2) hour lunch break as described in Section 8.1.2.2.

8.1.2.3.2 Lunch Period/Dispatchers. When assigned as Dispatchers, employees shall eat their lunch on working time at a time so as not to interfere with efficient operation of the dispatch center. When assigned to other dispatch duties, employees shall have a one-half (1/2) hour lunch break as described in 8.1.2.2.

8.1.2.3.3 Relief Work. If a Maintenance Operator or Dispatcher is required for relief work other than during his/her normal weekly scheduled shift, the Maintenance Operator or Dispatcher will be compensated at the applicable overtime rate for the first shift change outside his/her normal shift and then will be paid at the straight time rate for as long as he/she pulls the shift. Shift change pay will not apply if the change is made during a regularly established day shift (day maintenance to day operations, day non-rotating dispatch to day rotating dispatch, etc.).

8.1.3 Work Rules.

8.1.3.1 Plant Assets Protection. It shall be the responsibility of all Generation and Dispatch personnel to do their utmost while on duty to protect life, environment, equipment and plant(s) assets within their charge.

8.1.3.2 Personnel Requirements. For the purpose of emergency recall and other urgent matters, all Generation and Dispatch personnel will be required to be accessible to the Utility.

8.1.3.3 Overtime Schedules. Overtime schedules for Generation and Dispatch personnel shall be posted on the bulletin board at the respective plant at least one (1) week in advance.

8.1.3.3.1 All overtime including Generation Personnel shall be allocated so that no temporary employees shall compile more overtime hours than regular ML&P Generation employees within classification. For the purposes of equalization, scheduled overtime, call-out, hold-over, holiday double-time (except for Operators on rotational shift) and declined overtime shall be counted toward accumulated overtime hours (except overtime for Operators arising out of normal shift rotations shall not be included, nor shall overtime accrued as a result of emergencies as described in Contract Article 9.6).

8.1.3.3.2 As a goal, the overtime differential between all ML&P regular Generation personnel shall not exceed twenty (20) hours per year, at year end. Temporary Generation personnel (within classification) shall not work overtime hours in excess of the overtime of Regular Generation personnel on an annual pro-rated basis. In order to monitor this

system, the Generation Shop Steward shall be provided a copy of total overtime hours broken down to straight time hours, overtime hours and declined overtime hours monthly.

FOR OPERATORS ON ROTATING SHIFTS, THE FOLLOWING WILL BE COUNTED AS ACCUMULATED OVERTIME HOURS

“D” Scheduled overtime
“DO” Call Out
“DI” Call In
“DH” Hold Over
Declined Overtime

FOR ALL OTHER GENERATION CREW, THE FOLLOWING WILL BE COUNTED AS ACCUMULATED OVERTIME HOURS

“D” Scheduled overtime
“DO” Call Out
“DI” Call In
“DH” Hold Over
Declined Overtime
“H2” Holiday double-time

* declined overtime is reported on employees daily time sheets and will be recorded by Generation Supervisors specifying which employees turned down opportunities to work overtime.

** Holiday double-time (H2) should be coded as “DY” ONLY by those operators on ROTATING SHIFTS.

8.1.3.4 Foreman. All maintenance work being performed by more than two (2) employees will be supervised by a foreman, and the foreman will not work. If only two (2) employees are on a crew (including the foreman), the foreman will work. In an emergency, the foreman may perform any duty to maintain the operation of the Generation facilities. In the case of a foreman supervising a crew of more than two (2), the foreman need not be physically present once direction has been given to the crew. He/she may, within the bounds of good work and safety practices, conduct other activities at his discretion. In the event such activities necessitate an absence for a period in excess of two (2) hours an acting foreman shall be assigned and paid the appropriate wage.

8.1.3.5 Shift Change and Short Notice. Generation and Dispatch personnel caused to lose days off because of short notice or shift change will be paid at the double time rate. Short notice is defined as less than twenty-four (24) hours notice.

8.1.3.6 Hand Tools. Operator-Mechanics will furnish their own hand tools. If such tools are broken, or otherwise rendered unusable, the Employer will replace said tools with equal, or better quality tools. Such replacement will be made as quickly as possible.

8.1.3.7 Lockers. All Generation and Dispatch personnel will be provided with a locker that is to be used for the storage of clothing and other personal items.

8.1.3.8 Licensing. If any State regulation requires the licensing of any Generation and Dispatch personnel to perform normal duties, all affected personnel will have a reasonable time to comply with this requirement.

8.1.3.9 Combined Cycle Boiler License Premium. Operator-Mechanics regularly assigned to combined cycle work shall continue to receive Operator-Mechanic compensation. Such employees shall, upon the obtaining, on their own initiative of a State of Alaska 1st Class Boiler Operator License, be compensated at 105% of Journeyman. Based on these findings, the Committee unanimously agreed that, effective April 7, 2003, all operator/mechanics, and the Chief Shop Steward if employed in the Generation Division at the time of appointment, pursuant to Article 2.9.5.5 of the Collective Bargaining Agreement who are employed in the Generation Division (Nikkels Plant, Sullivan Plant, Eklutna Hydroelectric Project, Power Dispatch, and any other Generation facility), and who hold a current boiler license issued by the State of Alaska should receive the five percent (5%) boiler premium pay.

8.1.3.10 Water Treatment Technician Premium. Operator-Mechanics fully qualified for and regularly assigned to water treatment work shall be compensated at 105% of Journeyman.

8.1.3.11 Plant Shift Operators. For reasons of safety, two employees will be on duty at all times at Generation Plant No. 2. Except in cases of emergency, management personnel will not perform work normally performed by bargaining unit personnel. The plant operator at Plant No. 1 would have the authority to call out a second operator at his/her discretion if required for safe operation. Except in extraordinary circumstances the Employer would not assign a non-working foreman as the second operator on duty.

8.1.4 Operator/Mechanic Trainee. An operator/mechanic trainee will work under the direct supervision of a generation foreman for a period of twelve (12) months. He/she will be assigned to the day shift. If the operator/mechanic trainee is to be assigned to any shift other than days for training it will be in addition to the two (2) shift operators. Wages shall be as follows:

Hire Rate	80% Journeyman
After 1000 Hours	90% Journeyman
After 2000 Hours	100% Journeyman

The increase to each level to journeyman level is to be determined by approval of training committee.

8.1.5 Power Dispatchers. Power Dispatchers shall be members of the bargaining unit.

8.1.5.1 Entry Level Trainee Status. Power Dispatcher Trainee will be the entry level position for all persons not fully qualified by virtue of previous training and experience as a Power Dispatcher and not initially employed at ML&P as a Power Dispatcher. This requirement does not preclude the hiring of fully qualified Power Dispatchers. Power Dispatcher Trainees shall serve in trainee status for one year. After one year of satisfactory performance the trainee shall be promoted to Power Dispatcher. If at any time prior to the completion of the one year training period the trainee's performance is unsatisfactory, the Power Dispatcher Trainee shall revert to his/her former position or equivalent. Power Dispatcher Trainee performance will be evaluated by the Chief Power Dispatcher. Management shall have the right to administer written and oral examinations and simulator testing to all trainees and use the results for evaluation purposes. Written evaluations will be given to all trainees at least quarterly.

8.1.5.1.1 Power Dispatcher Trainee Selection Procedures. Power Dispatcher Trainees shall be selected from permanent employees in the following classifications: Journeyman Lineman, Relay/Substation Technician, Journeyman Meterman, Journeyman Operator/Electrical, Journeyman Operator/Mechanical, Associate Engineer and Senior Engineer.

Initially there will be no more Power Dispatchers or Power Dispatcher Trainees employed than are required to man one shift continuously. During this period, lasting until the first complement of Power Dispatcher Trainees have successfully completed their one-year training period, Power Dispatcher Trainees will be paid at the full Power Dispatcher rate during the shifts (nights and weekends) a Dispatch Supervisor is not on duty. After this initial bootstrap period, it is not the intent of ML&P to increase the total complement of Power Dispatchers and Trainees. However, Trainees will be

scheduled so that they do not have to start out standing shifts alone. Until such time as the original complement of Power Dispatcher Trainees have successfully completed their training, there shall be no further cross training provided for aspirants to the Power Dispatcher Trainee positions. Power Dispatcher Trainee aspirants who may then receive on-the-job cross training shall be limited to the classifications specified above.

Initially, before there are at least two (2) permanent Power Dispatchers, selection of Power Dispatcher Trainees will be made by management from the list of qualified applicants. The selection criteria used will be made available to the Training Committee. After the initial training period and when there are at least two (2) permanent Power Dispatchers, selection of additional Power Dispatcher Trainees shall be from the list of qualified applicants by a Power Dispatcher Bid Committee consisting of two (2) bargaining unit Power Dispatchers and two (2) management Dispatch Supervisors. Any tie will be broken by adding either the Power Manager or the General Manager of the Utility to the Power Dispatcher Bid Committee.

The list of qualified applicants for the position of Power Dispatcher Trainee will be developed by the following procedure:

8.1.5.1.1.1 First, the Training Committee shall review the applications from all interested employees in the classifications previously identified as classifications from which Power Dispatcher Trainees may be selected. Said applications shall include all data requested by the Training Committee. For the initial selection, applications must be received by the Training Committee within two (2) weeks of the final approval of this implementation provision.

8.1.5.1.1.2 Second, the Training Committee will review all applications and submit to the General Manager all applications which meet minimum standards and warrant further review.

8.1.5.1.1.3 Third, the General Manager and/or his designee shall determine which candidates meet all entry level qualifications. Such determination may include interviews, oral and written testing and simulator testing. All candidates meeting these requirements and passing such screening procedures will be placed on the list of qualified applicants. The selection of Power Dispatcher Trainees from the list of qualified applicants shall be as previously stated.

8.1.5.1.1.4 Should there be more vacancies than qualified applicants; the extra vacancies will be filled per the hiring hall provisions set forth elsewhere in this Agreement.

8.1.5.1.2 Trainee Wage Rate. The wage rate for Power Dispatcher Trainee shall be 105% of Journeyman Lineman. Power Dispatcher Trainees may be required to stand shifts alone and perform as Acting Power Dispatchers. In this event they will receive full Power Dispatcher pay for such periods.

8.1.5.2 Permanent Power Dispatcher Selection Criteria. Seniority is not to be a factor in selection or promotion. Selection and promotion must be based solely on skill, knowledge and demonstrated ability.

8.1.5.3 Emergency Situations. Nothing herein shall prevent the Chief Power Dispatcher from performing work of a Power Dispatcher in an emergency situation. The Chief Power Dispatcher shall have access to dispatch terminals to retrieve dispatch information, to program, assist and train others and to perform other functions as needed. The Chief Power Dispatcher shall not normally perform work falling within the job description or class specifications of the Power Dispatcher.

8.1.5.4 Wage Rate. The wage rate for Power Dispatcher is 112.5% of Journeyman Lineman.

8.1.5.5 Dispatcher Unmonitored Telephone. The parties agree that the Dispatchers will be provided with an unmonitored, unrecorded outside telephone line placed on the Power Dispatchers' console. A memorandum from the General Manager describing appropriate uses of unrecorded telephones will be forwarded to both Generation and Dispatch.

8.1.5.6 Upon completion of this Agreement, the parties further agree that ML&P will post two (2) Power Dispatcher jobs for trainees to bid, hire two (2) fully trained Power Dispatchers or utilize a combination of these two options to work straight days or relief. Also, the Dispatcher on straight/relief days will be required to perform only work within his/her classification and work normally related to Dispatch.

8.1.5.7 Dispatcher Shift. The parties also agree that the four (4) Power Dispatchers working in the Dispatch Center at this time will work only the above-mentioned generation rotating shifts within the Dispatch Center operating the system and will not be required to work straight days. If, for any reason, any of the four (4) Dispatchers working in the Dispatch Center are required to work a shift outside their regularly scheduled shift, it must be mutually agreed to by the employee and the Employer.

8.1.5.7.1 To complete the training program the Power Dispatcher Trainee must have one (1) year continual satisfactory performance in the training program. The training period, while anticipated to only take one year, may be extended beyond one year with the mutual consent

of ML&P and IBEW. A trainee who satisfactorily completes the training period of one year (or more if extended) will be eligible to bid for a Power Dispatcher position when one is posted even if the trainee does not have the ten (10) years applicable electrical utility systems operating experience as required by the Power Dispatcher class specification.

8.1.5.7.2 Additionally, persons who are in the Power Dispatcher Trainee program or who have satisfactorily completed the one year training period (or longer if extended) may be moved temporarily between Power Dispatch and their regular classifications in order to maintain their qualifications, to obtain additional training, to fill temporary absences which occur in Power Dispatch.

8.1.5.7.3 Once ML&P posts notice of these three positions, interested employees working in either the job classifications contained in Section 8.1.5.1.1 of the CBA or who have held a Power Dispatcher position at ML&P since 1985 may submit an application for the Power Dispatch trainee position to the Training Committee as per Article 3.8 of the CBA;

8.1.5.7.4 The Training Committee shall review all applications and shall submit to the General Manager the names of all applicants who meet the entry level requirements set forth in the Power Dispatch Trainee Classification, in accordance with Article 8.1.5. of the CBA;

8.1.5.7.5 If there is not at least one more applicant than trainee vacancies to be filled, the General Manager may request that the IBEW refer from its out-of-work lists, the number of individuals needed to make the total number of applicants be one more than the number of vacancies. By mutual consent, between the General Manager of ML&P and the Business Manager of the IBEW, ML&P may reassign individuals selected to fill the power dispatch trainee position(s) referred from the IBEW out-of-work list, to other temporary positions for which they meet the qualifications, upon completion of the initial pre-determined training period as Power Dispatch Trainee.

8.1.5.7.6 The General Manager, and/or his designee may conduct oral, written and/or simulator testing as well as interviews of all applicants referred by the Training Committee. The General Manager shall forward his ranking and recommendations of all applicants together with the results of the testing and/or interviews, if conducted to the Power Dispatch Trainee Bid Committee as called for in § 8.1.5 of the CBA;

8.1.5.7.7 If the Power Dispatch Trainee Bid Committee deadlocks in the selection of the trainee(s), a panel of three individuals shall break the deadlock and shall select the Power Dispatch Trainee(s). The panel shall be comprised of non-ML&P employees who are either Registered Engineers who work with or specialize in power, or persons

with experience in power dispatching. The IBEW & ML&P shall each choose a panel member; then the two panel members shall select a third member from outside the state of Alaska using the aforementioned criteria. The decision of the panel shall be final and binding;

8.1.5.7.8 The initial three successful Power Dispatch Trainees shall be given the opportunity to equalize their time served in Power Dispatch and their training. In no event shall this process take more than two years for the initial three. Should one of the initial three Power Dispatch Trainees drop out, the equalization requirements shall only apply to the remaining two initial trainees;

8.1.5.7.9 After the completion of training and equalization of the opportunity for power dispatch time for the initial three Power Dispatch Trainees, the procedure set forth in paragraph 14A will be used to fill the vacant Power Dispatch position. The selection will be made by the Bid Committee process described in Articles 3.5.4 of the CBA and 3.5.5 of the CBA and their subsections with the selection criteria to be as per 8.1.5.2 of the CBA. The equalization provisions set forth in paragraphs 8 and herein are intended to facilitate the initial implementation of this agreement only. After the initial Power Dispatcher has been selected, if there is more than one (1) Power Dispatch Trainee who has successfully completed 1 year cumulative training (and is eligible to bid upon a regular Power Dispatcher position), the opportunity to fill the work re-assignments provided for herein shall be equitably rotated among those Power Dispatch Trainees.

8.1.5.7.10 A Power Dispatch Trainee who has successfully completed the training requirements, shall become eligible to bid on a regular Power Dispatcher position; but, the individual does not automatically become a regular Power Dispatcher. Individuals who have successfully completed the training requirements, but who are not selected by the Bid Committee per paragraph 9 to fill the position of Power Dispatcher may be moved temporarily between Power Dispatch and their regular classifications in order to maintain their qualifications, to obtain additional training or to fill temporary absences in Power Dispatch. In the event his/her position is backfilled while the individual is reassigned to Power Dispatch, by mutual agreement of the General Manager and the Business Manager of IBEW, the employee hired temporarily to backfill the vacated position may be recalled.

8.1.5.7.11 During the 2 year period referenced in paragraph 8, the vacant 5th position in the current rotation shall be filled by Power Dispatcher Trainees. As long as there is a total of four (4) Power Dispatchers and Power Dispatch Trainees in the five positions scheduled to operate the system on a regular basis, the rules for filling absences as set forth in the CBA shall apply. If the total number of Power Dispatchers and Power Dispatch Trainees in the five positions scheduled to operate the system on a

regular basis falls below four (4), Power Dispatch Trainees may be utilized to fill the absences, except that absences up to three working days shall only be filled by those Power Dispatchers or Power Dispatch Trainees who are in the five positions scheduled to operate the system on a regular basis. (“the three (3) day rule”) The three (3) day rule shall apply to all scheduled and unscheduled absences so long as there are not more than two unscheduled absences of three days or less which are contiguous or separated by one day. When there are two or more of such unscheduled absences, the three day rule will not be obligatory and the second of such absences may be filled with a Power Dispatch Trainee. In accordance with the CBA, no regular Power Dispatch or Power Dispatch Trainee will be assigned to work in excess of whatever number of hours the parties later agree would constitute a health or safety hazard.

8.1.5.7.12 When a Power Dispatch Trainee is moved to Power Dispatch from his/her regular position per paragraphs 10 & 11, the vacated position may or may not be filled.

8.1.5.7.13 Power Dispatch Trainees will be subject to assignment to Power Dispatch for specified periods, with notice as provided for in 8.1.3.5 of the CBA. When the Power Dispatch Trainees are working in Power Dispatch, they shall be paid as per 8.1.5.1.2 of the CBA. During their training period, the Power Dispatch Trainees shall receive an additional 2 ½% premium pay. Upon the successful completion of the training period, when the Power Dispatch Trainees become eligible to bid a position as Power Dispatcher, they shall receive an additional 2 ½% premium pay or a total of 5% in addition to their regular rate of pay so long as they remain Power Dispatch Trainees. During the periods when a Power Dispatch Trainee is not assigned to Dispatch, he/she shall revert to his/her regular rate of pay and in addition shall receive the premium pay outlined above. However, in no event shall a Power Dispatch Trainee receive more than a Power Dispatcher’s rate of pay.

8.1.5.7.14 The following processes shall be utilized to fill Power Dispatch or Power Dispatch Trainee positions or vacancies.

8.1.5.7.14.1 Power Dispatcher

8.1.5.7.14.1.1. In the event a regular Power Dispatch position is posted or vacated on a permanent basis, or the number of Power Dispatchers falls below 4, the Employer shall post the vacancy and individuals qualified to bid shall be limited to:

8.1.5.7.14.1.1.1 Power Dispatch Trainees with at least one year of experience in Power Dispatch; and

8.1.5.7.14.1.1.2 Persons who have been a regular Power Dispatcher in the Power Dispatch center at ML&P since 1985 or who have been a regular power dispatcher at a Power Dispatch Center at another power generating utility in the Railbelt since 1985;

8.1.5.7.14.1.1.3 Should there be no successful in-house bidder, the Employer may request a Power Dispatcher from the hall pursuant to paragraph 5, above who meets the Power Dispatcher class specification per Articles 3.1.1, 3.1.2, and 3.1.3 of the CBA;

8.1.5.7.14.1.1.4 Selection criteria shall be as per Article 8.1.5.2 of the CBA.

8.1.5.7.14.2 Power Dispatch "Trainee"

8.1.5.7.14.2.1 In the event a Power Dispatch Trainee position is posted or vacated on a permanent basis, the Employer shall utilize paragraphs 3, 4, 5, 6, and 7 of this Agreement to fill such position;

8.1.5.7.15 Neither the training, nor the equalization processes, the ability to move Power Dispatch Trainees between Power Dispatch and their regular positions, nor ML&P's ability to use Power Dispatch Trainees in scheduled rotation, shall be used to eliminate, lay-off or otherwise modify the contractual rights of the current Power Dispatcher's except as they are modified herein.

8.1.5.7.16 In entering into this Settlement Agreement the parties recognize that they may have not resolved all of the issues which may arise regarding how the Power Dispatch Trainees, during both the initial training period and after the initial training period, when they become eligible to bid upon a regular Power Dispatch position, will be incorporated into the current shift schedule, including how these persons will interact with the current contractually required rotation and the relief week, in a manner which will be fair to the current employees in Power Dispatch and economical to the Employer. The parties also are reviewing Dr. Czeisler's Report and will need to address health and safety issues. In the event further discussion of such issues, including but not limited to the manner in which a power dispatcher who receives notice of jury duty may be backfilled, fails to produce an agreement, the parties commit that they will utilize the services of a mediator to facilitate their discussions before they resort to arbitration. In so agreeing, both parties recognize that a solution reached by mutual agreement, or with the assistance of the mediator, is preferable to a solution reached through the more adversarial arbitration process. In addition should problems arise as to implementation of paragraph 19, the parties will use the mediation process as set forth in this paragraph. If the parties are unable to mutually agree to a mediator, the parties will utilize the AAA service for a list of

mediators and will follow the procedures set forth in the CBA for the selection of arbitrators. The mediator will determine when impasse is reached and the matter will proceed to arbitration at which time the parties shall select an arbitrator as set forth in the CBA. The list of arbitrators may not include the mediator;

8.1.5.7.17 The parties recognize that the current class specification for the Power Dispatcher position may need to be modified in order to conform it to the provisions of this agreement;

8.1.5.7.18 IBEW and ML&P mutually agree that the “jointly administered apprenticeship program” referenced in Article 6.5 of the ML&P/IBEW Collective Bargaining Agreement is the Alaska Joint Electrical Apprenticeship and Training Trust (“AJEATT”). ML&P further agrees to pay over to the AJEATT those contributions, in the amounts required by 6.5 of the CBA commencing from January 1, 1991, and thereafter;

8.1.5.7.19 ML&P agrees to participate in the AJEATT’s power Production Technician (PPT) program by initially utilizing the services of at least 1 PPT apprentice enrolled in the Program provided that ML&P’s participation in said program in no way interferes with ML&P’s contractual ability to hire, and use an Operator/Mechanic Trainee to fill specialty needs not presently being trained by the AJEATT or ML&P’s contractual rights under 8.1.4 of the CBA. IBEW agrees that in those instances where in ML&P’s judgment an PPT apprentice will not meet ML&P’s needs, ML&P may utilize an Operator/Mechanic trainee so long as the desired specialty skills are not available through the AJEATT.

8.1.5.7.20 IBEW agrees that if the Operator/Mechanic Trainee position were to be rendered inoperative from the ML&P/IBEW CBA, ML&P’s agreement to participate in the Power Production Technician program offered by the AJEATT shall also expire;

8.1.6 Requirements are representative of minimum levels of knowledge, skills, and/or abilities. To perform this job successfully, the applicant shall possess the abilities and aptitudes to perform each task proficiently.

8.1.7 “Ability” means to possess and apply both knowledge and skill.

8.1.8 All tasks and requirements are essential job functions. This document describes the selection requirements in terms of tasks required to qualify for this position.

8.1.9 Applicant must be physically, mentally and technically capable of performing all of the above essential functions in a manner that is safe for the employee, co-workers, and members of the public. To satisfactorily complete the

training program, the employee must be able to function fully as a Power Dispatcher.

Article 8.2 Operations Division Work Rules.

8.2.1 Standard Work Week. The standard work week shall consist of five (5) consecutive eight (8) hour work days, Monday through Friday. The hours of work shall be from 7:00 a.m. to 11:00 a.m. and 11:30 a.m. to 3:30 p.m. All employees of the division shall work the standard work week except for special or rotating shifts as hereinafter provided. All work shall begin and end at the stated times at the Municipal Light and Power Headquarters complex. These hours may be changed to conform to any local daylight saving time which may be in effect, but only by mutual agreement between the Utility and the Union.

8.2.2 Lunch Break. If work continues after 11:00 a.m. with no lunch break, it shall be at the double time rate until relieved for the normal one-half (1/2) hour lunch break. Said lunch shall be eaten on Employer's time.

8.2.3 Work Rules.

8.2.3.1 Framing and Erecting of Poles. All framing and erecting of poles shall be done by linemen with assistance of the necessary apprentices, under supervision of a foreman.

8.2.3.2 Cable Work. All splicing on non-metal sheathed cable shall be considered lineman's work. Factory-made kits for terminations and splices on power cable shall be considered lineman's work.

8.2.3.3 Digging. Digging of poles, anchor holes, and trenches for duct and cable installations by hand shall be done by linemen or apprentices under supervision of a line foreman. Where holes or trenches are done by a mechanical digger, or back-filled mechanically, the crew shall consist of two (2) journeymen, or one (1) journeyman and one (1) third or fourth year apprentice. This crew may also drop, backfill and tamp poles.

8.2.3.4 Trenching. All trenching from the pole or pedestal to the meter base of the user of electricity will be done by journeymen linemen who may be assisted by apprentices. This shall not preclude an individual homeowner or owner of a duplex or four-plex from digging his own trench. Employer will ensure nothing is performed by the homeowner beyond the mere digging of trenches. Parties agree that commercial builders in the construction industry building for speculation shall have trenches for housing projects dug by I.B.E.W. personnel.

8.2.3.5 Distribution Transformer Testing and Repair.

Distribution transformer testing and repair shall be done by journeymen under the supervision of working transformer foremen; apprentices may be used for handling and cleaning up of transformers, oil cut-outs, oil switches, and other miscellaneous shop work.

8.2.3.6 Meter Testing and Installation.

The working meter foreman shall be qualified to do all types of meter work, consisting of calibration, dismantling, repairing, adjusting and changing or replacement of parts of all indicating and recording electrical instruments, escapement type clocks, minimum demand registers and time switches. Also included is the calibration, dismantling, repairing, adjusting and changing or replacement of all electric metering equipment used in substations and generating plants, as may be assigned. He shall make up all primary metering installations and install when not on overhead lines. Also included is the testing of rubber safety goods, and the computing of customers' demand or other work which may be assigned. Function may include the keeping of adequate historical card records of all meters, transformers, rubber safety goods, current and potential transformers as required. Supervise transformer repair and all meter work as above and other duties as assigned within this area, supervise journeyman metermen, journeymen linemen working on transformers and an apprentice when doing clean-up work.

8.2.3.7 Combined Crews.

When the electric utility deems it necessary to combine two or more crews, the foreman with the layout of the job shall be the foreman. Other foremen or leadsmen shall not suffer any loss in pay, but will work as journeymen. Total combined crew size shall not exceed eight (8) men.

8.2.3.8 Hot Stick Premium.

All employees employed on hot-stick crews while working on voltage in excess of 7,200 volts will be compensated at 15% above their applicable hourly rate, from ground to ground. Incidental work such as tapping and lifting hotline clamps, installing line-hose, etc., for transformer hangers will not apply.

8.2.3.9 High Time Premium.

All employees required to work seventy (70) feet or higher above the ground or safe floor level shall be paid, ground to ground or safe floor level to safe floor level, an additional one (1) straight time hour above applicable hourly rate of pay.

8.2.3.10 Cold Weather Work.

In cold or inclement weather, heated truck cabs will be provided or workmen will ride in heated man-haul.

8.2.3.11 Night Loop Wagon Duty.

New employed linemen, including "Inside/Outside" Plant Linemen, will be subject to Duty on the night loop wagon in the event Management is unable to fill night loop wagon vacancies, or illness, or vacation schedules leave a position temporarily vacant.

8.2.3.12 Crew Time Cards. Crew time cards will be completed by crew foremen. Loop wagon leadsmen will complete time cards or daily work reports.

8.2.3.13 Hand Tools. Hand tools will be provided to the line personnel at the beginning of regular employment. It shall be the responsibility of all line personnel to maintain subject tools in proper working order. Tools will only be replaced by the Employer when worn out or broken in the performance of duty. Tools requiring such replacement will be subject to inspection by Employer before replacement is made. Tools lost during the course of work will be replaced only after it is determined appropriate after review by the Employer and the Union. Upon termination tools will be turned in to Employer.

8.2.3.14 Personnel Requirements. For the purpose of emergency recall and other urgent matters, all Operations and Generation personnel will be required to be accessible to the Utility. When an employee is recalled from outside of the state or outside the Municipality of Anchorage, the Utility agrees to pay expenses reasonably related to the return to work. Articles 8.2.3.14, 8.2.3.15, 8.2.3.15.1, 8.2.3.15.2 and 8.2.3.15.3 apply to Generation Work Rules.

8.2.3.15 Standby Procedures. The Generation Superintendent may schedule, on a voluntary basis qualified I.B.E.W. personnel for standby duty. The Utility shall determine the qualifications and the scheduling shall be established by mutual agreement.

8.2.3.15.1 During off duty hours, the I.B.E.W. Standby Duty Supervisor will take emergency calls and initiate the necessary action required to correct the complaint. The duties shall include, but not be limited to: responding in person to the complaint, writing switching orders, dispatching trouble crews on switching, and calling workmen or crews as required to correct the problem.

8.2.3.15.2 The I.B.E.W. Standby Duty Supervisor will not be required to serve in the capacity of a Field Foreman during the time period the person is charged with the responsibility of Duty Supervisor. The Standby Duty Supervisor will not be required to perform manual electrical work except to make emergency repairs involving hazard to life and property. Where the complexity of the problem demands a Management Line Superintendent and Generation Superintendent, the Management Line Superintendent and the Generation Superintendent will assume the I.B.E.W. Duty Supervisor's duties and may require that the I.B.E.W. Duty Supervisor assist the working crew in either the capacity of Foreman or Journeyman as the situation dictates.

8.2.3.15.3 The pay will be one hour each day (for Monday through Friday) and two hours (for Holidays, Saturdays, and Sundays) at the workman's normal overtime hourly rate of pay. Any call resulting in their leaving their residence will be compensated at the applicable overtime rate.

8.2.3.16 Lockers. Utility will furnish a room with lockers for clothes, tools, and facilities for drying clothing and equipment for all employees in the Operations division.

8.2.3.17 Overtime Assignment. All overtime involving maintenance shall be offered to regular ML&P employees. All overtime involving construction shall be allocated in such a manner that insures Day Labor crews shall not compile more overtime hours than regular ML&P employees. This overtime hour total shall be compiled using all ML&P IBEW Foremen, Linemen and Apprentice Linemen actively working in operations, maintenance and construction and the total Day Labor force excluding Day Labor Superintendents. For purposes of equalization, scheduled maintenance overtime shall count toward total regular employee scheduled overtime. Call-out hours are exempt in compiling regular employee overtime hours. The overtime differential between ML&P line personnel involved shall not exceed twenty (20) hours. In order to police this system, the Operations Union Steward shall be provided a copy of total Day Labor hours broken down to straight time and overtime hours weekly.

8.2.3.18 Warehouse Evening Shift.

8.2.3.18.1 The Employer may establish an evening shift in the Warehouse. This position will perform such work as pulling and staging material for work sketches, periodic inventories, inventory and return to stock materials returned from completed jobs and handle retirement materials.

8.2.3.18.2 This position shall be staffed by a regular permanent Assistant Warehouseman for a period not to exceed six (6) months. Should the position be awarded to a current Assistant Warehouseman, he shall be returned to permanent 7:00 a.m. to 3:30 p.m. shift status whenever the Utility deems the evening shift no longer necessary.

8.2.3.18.3 The shift hours shall be from 1:00 p.m. to 9:00 p.m., Monday through Friday, with a one-half (1/2) hour lunch taken as part of the eight (8) hour shift. To meet the needs of service, one of the Warehouse staff may work from 11:00 a.m. to 11:30 a.m. and take their one-half (1/2) hour lunch period from either 10:30 a.m. to 11:00 a.m. or from 11:30 a.m. to 12:00 p.m.

8.2.3.18.4 Employees working the Warehouse evening shift shall receive a 10% shift differential for all hours worked.

8.2.3.18.5 Work shall be performed within the limits of accepted safety constraints.

8.2.3.18.6 In order to properly staff the Warehouse and to maintain proper inventory procedures, when two or more loopwagon maintenance or construction crews are scheduled to work other than normal working hours, one or more Warehouse personnel shall also be scheduled to work. The number of Warehouse personnel required shall be determined by the Warehouse Supervisor.

8.2.4 Night Service Crew.

8.2.4.1 The Employer may schedule a two-man loop-wagon crew consisting of a leadsman and a journeyman to work a swing shift at a shift differential of fifteen (15) percent during the normal work week of Monday through Friday. This crew will perform all duties assigned within the limitations of safety constraints except that service installations will be limited to daylight hours.

8.2.4.2 Unless otherwise mutually agreed to, the shift hours shall be 3:00 p.m. to 11:00 p.m. and a one-half (1/2) hour lunch taken as part of the eight (8) hour working shift. The lunch hour shall normally be taken between 6:00 p.m. to 8:00 p.m. Should the Employer request the crew to work continuously through the 6:00 p.m. to 8:00 p.m. period, they shall receive the applicable overtime rate for all times after 8:00 p.m. until released for the meal period.

8.2.4.3 The night service crew shall have a weekly safety meeting on the same night as that day which the normal safety meeting is held by the daytime employees. The night service crew shall review the minutes from the day safety meeting, shall keep the minutes of their meeting, and shall put forth in writing any problems or recommendations in regards to safety which they may have. Their minutes will be handed forth to the day crews to be read at the next regularly scheduled daytime safety meeting. As does the day safety meeting, the night service crew shall utilize time as necessary for their safety meeting.

8.2.5 Late Night Loop-wagon Crew.

8.2.5.1 The crew complement of the late night loop-wagon shall consist of two (2) journeymen linemen, one (1) journeyman to be a foreman to be paid at a rate of 112.5% and one (1) journeyman to be paid at a rate of 105%.

8.2.5.2 Employees working on the late night loop-wagon crew shall receive a 15% shift differential for all hours worked.

8.2.5.3 The shift hours shall be 11:00 p.m. to 7:00 a.m. Monday through Friday with a one-half (1/2) hour lunch taken as part of the eight (8) hour shift. The lunch period shall be taken between the hours of 2:00 a.m. and 4:00 a.m. Should the Employer request the crew to work continuously through the 2:00 a.m. to 4:00 a.m. lunch period, they shall receive the applicable overtime rate for all time after 3:00 a.m. until released for the meal period.

8.2.5.4 The late night loop-wagon crew shall have a weekly safety meeting in accordance with Article 8.2.5.3. Due to the safety constraints this crew shall not be assigned separate tasks and every effort shall be made to avoid intrusion upon private property during these early morning hours. The late night loop-wagon foreman shall be the sole judge of safety concerning job assignments.

8.2.5.5 In the event that no regular employee bids the late night loop-wagon shift, Article 8.2.3.11 shall apply.

8.2.6 Cut-In/Cut-Out Journeyman Lineman Work Day/Work Week. The normal work day for the cut-in/cut-out man will be from 9:00 a.m. to 5:30 p.m. The normal work week will be the same as Article 8.2.1.

8.2.6.1 Tools. The Cut-In/Cut-Out Journeyman Lineman shall be provided tools as provided in Article 8.2.3.13.

8.2.6.2 Safety Meeting. The Cut-In/Cut-Out Journeyman Lineman Safety Meeting shall be held in conjunction with the night loop-wagon crew's safety meeting.

8.2.6.3 Call-Out List. The Cut-In/Cut-Out Lineman shall be on the Lineman's Call-Out List.

8.2.6.4 Delegation of Authority. The Cut-In/Cut-Out Lineman shall report to the Service Foreman for direction.

8.2.6.5 Clothing Allowance. The Employer agrees to provide the Cut-In/Cut-Out Journeyman Lineman with a clothing allowance as per Article 5.13.

8.2.7 Line Foreman Requirements.

8.2.7.1 Loop-wagon crews excepted, when two (2) or more journeyman linemen are employed, one (1) journeyman shall be designated as foreman and shall not work with the tools, except as hereinafter provided. Foreman may perform incidental work which does not distract from his primary function as foreman. Foremen shall not supervise more than eight (8) men, the foreman included. Incidental work is defined as follows:

8.2.7.1.1 The non-working foreman may lend a hand but not become a working hand.

8.2.7.1.1.1 If the ground help becomes, temporarily, in a bind then the foreman could assist.

8.2.7.1.1.2 The non-working foreman will not, by execution of incidental work, replace a man on the crew who is normally needed to complete the project undertaken.

8.2.7.1.2 The non-working foreman will not physically participate in the process necessary to the construction, removal or maintenance of facilities.

8.2.7.2 On de-energized underground work, a foreman directing less than five (5) journeymen, or four (4) journeymen and an apprentice may work with the tools if he feels it to be consistent within the bounds of good work and safety practices.

8.2.7.3 If a four-man crew is split to perform work within reach of energized primary circuits where one of the resultant two-man crews is too far away for the regular four-man crew foreman to observe the safety aspects of the work being performed, one man shall be designated as foreman and shall receive foreman's pay for hours actually worked. The additional foreman designation shall only apply when such remote work is being performed within reach of energized primary circuits.

8.2.8 Fleet Service Vehicle Mechanics Work Rules. Fleet service mechanic personnel shall conform to the Operations standard work week (Article 8.2.1), and Operations night service crew shift (Article 8.2.4.2).

Fleet service safety meetings shall be conducted jointly with the Operations night service crew (Article 8.2.5.3).

8.2.8.1 Hand Tools. Vehicle mechanics will furnish their own hand tools. If such tools are broken, or otherwise rendered unusable, the Employer will replace said tools with equal, or better quality tools. Such replacement will be made as quickly as possible.

8.2.8.2 Lockers. All vehicle mechanics will be provided with a locker that is to be used for storage of clothing and other personal items.

8.2.8.3 Coveralls and Safety-Toed Boots. All vehicle mechanic personnel shall be furnished coveralls, and steel-toed safety boots by the Employer as required.

Article 8.3 Engineering, Finance, and Administration Division Work Rules.

8.3.1. The regular work week shall consist of five (5) consecutive eight (8) hour work days, Monday through Friday. The hours of work shall be from 7:00 am. to 5:00 p.m., with a one-half (1/2) hour unpaid lunch scheduled approximately mid-way during the work day. The lunch period for clerical personnel will be scheduled so as to ensure office coverage.

The General Manager will designate eight (8) hour shifts between 7:00 a.m. and 5:00 p.m., as well as which classifications will be assigned to each shift as appropriate to address operational needs or to ensure adequate staffing. Upon the execution of this Agreement, shifts will be established within these parameters, and the employees will be given the opportunity to select such designated shifts based upon seniority. The Employer may change the initial designation of shifts and assigned classifications. Whenever designated shifts or assigned classifications are changed, employees will be given the opportunity to select such shifts/classifications based on classification seniority. The right to change shifts and assigned classifications will not be exercised with such frequency so as to unduly disrupt continuity or impose an unreasonable hardship on the employees.

8.3.2 Engineering Work Rules.

8.3.2.1 Tools. Tools and/or equipment required in the performance of engineering work will be furnished by the Utility.

8.3.2.2 Safety Man. For reasons of safety and emergencies, two or more engineering personnel will enter substations or other areas of energized circuits. One man will perform the work while the other will act as a safety man.

8.3.2.3 Wire Height Measurements. When engineering personnel are required to complete wire height measurements on energized circuits, work will be accomplished by two engineering personnel. One worker will accomplish the work and is required to wear rubber gloves in the measuring operation. The other worker will act as a safety man.

Article 8.4 Customer Service Division.

8.4.1 The regular work week shall consist of five (5) consecutive eight (8) hour work days, Monday through Friday. The hours of work shall be from 7:00 a.m. to 6:00 p.m., with one-half (1/2) hour unpaid lunch approximately mid-

way during the work day. The lunch period for clerical personnel will be scheduled so as to ensure office coverage.

8.4.2 The General Manager will designate eight (8) hour shifts between 7:00 a.m. and 6:00 p.m., as well as which classifications will be assigned to each shift as appropriate to address operational needs or to ensure adequate staffing. Upon the execution of this Agreement, shifts will be established within these parameters, and the employees will be given the opportunity to select such designated shifts based upon seniority. The Employer may change the initial designation of shifts and assigned classifications. Whenever designated shifts or assigned classifications are changed, employees will be given the opportunity to select such shifts/classifications based on classification seniority. The right to change shifts and assigned classifications will not be exercised with such frequency so as to unduly disrupt continuity or impose an unreasonable hardship on the employees.

8.4.3 Tools. Tools and/or equipment required in the performance of meter reading shall be furnished by the Utility.

Article 8.5 Traffic Department Work Rules.

8.5.1 General Traffic Department Work Rules.

8.5.1.1 Work Week. The normal work week for the Traffic Shops will be five (5) consecutive days, Monday through Friday. By mutual consent of the Employer and the Union, a four (4) day ten (10) hour per day work week may be implemented, Monday through Friday, with hours 7:00 a.m. to 5:30 p.m. with a one-half (1/2) hour lunch break. By mutual consent of the Employer and the Union, an alternate work day may be implemented with hours from 7:00 a.m. to 11:00 a.m. and from 11:30 a.m. to 3:30 p.m. with a one-half (1/2) hour lunch break.

8.5.1.2 Work Day. Employees of the Traffic Paint and Sign Shop and the Electronics Shop shall work between 8:00 a.m. and 12:00 p.m. and between 12:30 p.m. and 4:30 p.m.

8.5.1.3 Change in Shifts or Jobs. No employee will be required to lose any working time by reason of a change in shifts or jobs, except in cases of personal convenience or preference.

8.5.1.4 Overtime. Overtime shall be compensated for at two (2) times the basic rate of pay. So far as possible, employees will be afforded the opportunity to share equally within classification, in overtime work. All time worked other than the regular day or shift shall be paid for at the overtime rate. Regular employees shall receive preference on all overtime work.

8.5.1.5 Standby. If any Traffic Shop is required to provide standby employees, each employee will be compensated for one hour per day and two (2) hours per weekend day or holiday at the overtime rate. The Traffic Engineer shall determine the qualifications for standby employees. Corrective action shall consist of responding to the complaint in person, or in calling the proper workman to do so. Employees serving standby duty shall carry a radio or beeper at all times so that contact can be made by emergency reporting personnel.

8.5.1.6 General. Each Traffic Shop Foreman shall report directly to the Traffic Engineer or his designee. Personnel working in each Traffic Shop shall receive instructions from their respective Foreman or, in his absence, from the Acting Foreman.

8.5.2 Electronics Shop Work Rules.

8.5.2.1 Foreman. The Electronics Foreman shall be a working foreman. However, when three (3) or more workmen are used on any one (1) job, the Electronics Foreman shall not work with tools.

8.5.2.2 Swing-shift Supervisor. The Swing-shift Supervisor shall be an Electronics Leadsman. He shall be responsible to the Electronics Foreman for swing-shift employee performance and for swing-shift productivity.

8.5.2.3 Shop Leadsman. At least one man shall be designated full-time shop leadsman. Position to be determined by seniority if qualifications are equal. If work activity demands that other leadsmen be designated on a temporary basis, seniority shall not be the prime consideration for their selection.

8.5.2.4 Leadsman. On construction jobs where more than one workman is used, one man shall be designated leadsman.

8.5.2.5 Electronics Technician Upgrade. Position upgrade from Electronics Technician to Senior Electronics Technician will take place no earlier than six (6) months after permanent appointment or no later than twenty-four (24) months of service.

8.5.2.6 Crew Make Up. At least one Technician or Senior Technician shall be used on each job. However, on jobs requiring a second man as a helper or for safety reasons, the second man may be a qualified workman from one of the other shops covered by the Agreement.

8.5.2.7 Safety Man. When operating above ground, at least two qualified workmen shall be used and one shall remain on the ground at all times. Pedestrian signals or other "step-ladder" work shall not be included in this provision unless considered hazardous due to traffic or other reasons.

8.5.2.8 Construction Inspection Premiums. When assigned duties in construction inspection, Senior Electronics Technicians shall be paid an additional 5% above their current rate of pay for all hours worked in that capacity.

8.5.2.9 Wireman's Work. Maintenance or replacement of the power source shall be considered line work and a journeyman wireman shall be employed when performing this work. This shall also apply to any other work recognized by this Agreement as being within the lineman's jurisdiction. By mutual agreement between Traffic Engineer and the Union, other duties may be agreed upon which properly fall in the category of this shop.

8.5.3 Paint and Sign Shop Work Rules.

8.5.3.1 Foreman. Paint and Sign Foreman shall be a working foreman.

8.5.3.2 Safety Man. When operating above ground, at least two qualified workmen shall be used and one shall remain on the ground except when washing street signs by mechanical means and both qualified workmen shall be on the washing equipment.

8.5.3.3 Other Duties of Shop. By mutual agreement between the Traffic Engineer and the Union, other duties may be agreed upon which properly fall in the category of this shop.

8.5.3.4 Paint & Sign Technician Upgrade. Regular Paint and Sign Technician I positions will be flex-staffed to Paint and Sign Technician II. Position upgrade from Paint and Sign Technician I to Paint and Sign Technician II will take place no earlier than six (6) months or no later than twelve (12) months of service upon certification of the Traffic Engineer to the Director, Human Resources.

8.5.3.5 Paint & Sign Swing-shift. From May 1st through September 30th, hours of work shall be from 3:30 a.m. to 12:00 noon, Monday through Friday, with a one-half (1/2) hour meal break. Meal breaks shall be between 7:00 a.m. and 8:00 a.m. Regular employee positions on the shift will be filled by employees of the Paint & Sign Shop according to Article 3.5.7 of this Agreement. Temporary employees will be assigned to the shift by the foreman with the concurrence of the Shop Steward and Management Supervisor. Employees working the Paint & Sign Shop swing-shift shall receive a 15% shift differential for all hours worked.

8.5.3.6 Sign Installation This memorandum is in reference to the removal of "No Parking" signs at 3rd Avenue and K Street by Anchorage Parking Authority (APA) personnel. In keeping with the current

agreement between Municipal Traffic Engineering and APA, in accordance with Municipal Title 9, Sections 9.060.090 and 9.14.010 only traffic engineering personnel will remove or install traffic signs within municipal right-of-ways. I.B.E.W., Local 1547 has grieved the removal of signs by APA personnel within municipal right-of-ways. As part of the grievance resolution between the Municipality of Anchorage and I.B.E.W., Traffic Engineering Division is reiterating that Anchorage Parking Authority personnel shall not install or remove traffic control signs within the Municipality. Traffic Engineering will continue to work with APA to provide prompt service to your needs in the future. I.B.E.W., Local 1547 has agreed to resolve their grievance provided the APA utilizes Traffic Engineering Division to make all sign modifications within the Municipality.

8.5.3.7 ML&P Radio Shop Radio Shop represented employees will be allowed to operate the DCU Computer as required to complete radio maintenance functions in accordance with the following agreement.

It is mutually agreed that the Automatic Meter Read (AMR) Project represents new technology at ML&P. The intertwining of traditional bargaining unit work and traditional non-bargaining unit work in these new technologies is inextricably interlinked. In order to efficiently implement and maintain these systems both represented and non-represented employees require the latitude to perform tasks in the pursuit of their assigned work which are arguably in the traditional area of the other party. It is mutually agreed that this cross-performance of work is necessary in the light of this new technology and shall not be used as a basis for the expansion or reduction of the scope of what is considered the traditional work of either party.

8.5.4 Facilities Maintenance Division, Weatherization Division, and Building Safety Division Work Rules.

8.5.4.1 Work Week. The normal work week will be five (5) consecutive work days, Monday through Friday. The regular workday shall be eight (8) hours between 7:00 a.m. and 5:30 p.m. with one-half (1/2) hour lunch break during the middle of the workday. By mutual consent of the Employer and the Union, a four day, ten (10) hour per day workweek may be implemented, Monday through Friday, 6:00 a.m. to 6:30p.m. with a one-half (1/2) hour lunch break.

8.5.4.2 Change in Shifts or Jobs. No employee will be required to lose any working time by reason of change in shifts or jobs, except in cases of personal convenience or preference.

8.5.4.3 Overtime. Overtime shall be compensated for at two (2) times the basic rate of pay, except for grant-funded positions in the weatherization classification, which shall be compensated for at time and one-half (1.5) of the basic rate of pay, if required by the applicable grant. Those

employees in the Carpenter and Weatherization classifications employed pursuant to a State or Federal grant may be required to work overtime as a requirement to comply with the grant. So far as possible employees will be afforded the opportunity to share equally within classification in the overtime work. All time worked other than regular scheduled shift shall be paid for at the double time rate, except as noted above. Regular employees shall receive preference on all overtime work.

8.5.4.4 Standby. If any of the above mentioned divisions are required to provide standby employees, each employee will be compensated for one hour per day and two (2) hours per weekend day or holiday at the overtime rate. The Department Director shall determine the qualification for standby employees. Corrective action shall consist of responding to the complaint in person, or in calling the proper workman to do so. Employees serving standby duty shall carry a radio or beeper at all times so that contact can be made by emergency reporting personnel.

8.5.4.5 General. Personnel shall receive instruction from their respective Foreman, or Leadsman, or in their absence, from the acting Foreman or Leadsman.

8.5.4.6 Foreman. The Foreman shall be a working foreman. However when three (3) or more workers are used on any one (1) job, the Facilities Maintenance Foreman shall not work with tools.

8.5.4.7 Tools. Hand tools will be provided to personnel at the beginning of regular employment. It shall be the responsibility of all employees to maintain subject tools in proper working condition. Tools will only be replaced by the employer when worn out or broken in the performance of duty. Tools requiring such replacement will be subject to inspection by the Employer. Upon termination tools will be turned in to the Employer.

8.5.4.8 Safety Rules.

- A. The MOA and the Union will cooperate in the designing and carrying out a safety program affecting all employees.
- B. The regulations concerning safety and equipment standards shall be governed by the Local, State, and Federal Government Rules, which shall be followed by the MOA, Council, all affiliated Unions, and all employees.
- C. Employees shall be required to turn in equipment condition reports as prescribed by the appropriate department.

- D. All equipment that is unsafe shall be reported to the appropriate supervisor or his designee, who shall take immediate steps to correct the items reported. No employee shall be disciplined for refusing to operate unsafe equipment.
- E. Employees must submit accident and injury reports prior to leaving the work place at the end of the workday, if practical. Employees must use any and all safety equipment paid for or furnished by the Employer. Failure of employees to use such safety equipment will subject the employee to appropriate administrative or disciplinary action.
- F. The Employer shall furnish such safety equipment as is required for the safety of the employees. Safety devices and first aid equipment as may be required for the safety and proper emergency medical treatment shall be provided and available for all employees working under adverse conditions. The Employer shall furnish seat belts for all vehicles. Employer shall utilize seat belts at all times while operating any equipment.
- G. The Municipality shall conduct regular safety meetings for each department on a monthly basis during working hours and all employees will be required to attend without loss of pay.

8.5.4.9 Protection of Municipal Property.

Employees are to use their best efforts to protect Municipal property. Employees may be subject to appropriate disciplinary action for violation of this article.

8.5.4.10 Lockers.

The MOA will furnish lockers where they are necessary, as determined by the MOA. Any such lockers shall remain the property of the MOA which shall have free access to such lockers.

8.5.4.11 Uniforms and Special Clothing.

The MOA will furnish, clean and maintain uniforms and special clothing only where such uniforms and special clothing are required by the MOA or applicable OSHA or other applicable safety regulations. Any such uniforms or special clothing provided by the MOA shall be returned to the MOA upon termination of the employee's employment. Those who are not supplied with uniform items will receive the three hundred dollar (\$300) clothing allowance.

8.5.4.12 Revocation of License.

In the event an employee shall suffer a revocation of his/her licenses, because of MOA's violation of any federal, state or local law, the MOA shall provide suitable and continued employment for such employee at not less than the employee's standard rate of pay at the time of revocation of the license. The employee shall be reinstated to the position he/she held prior to the revocation of his/her license after his/her license is restored. The employee shall lose no pay, benefits or seniority upon the event of revocation of his/her license because of a violation of federal, state, or local law, by the MOA. The MOA shall pay any expense and/or judgments rendered against the employee in the case of revocation of employee's license because of a violation or violations by the MOA of any federal, state, or local law.

8.5.4.13 Bulletin Boards

a. A bulletin board shall be kept for the purpose of posting job vacancies, bid awards and a list of all scheduled and declined overtime. The Foreman shall also keep a list of the IBEW employees that were scheduled and those employees that refuse overtime.

b. This list shall be turned over to the payroll clerk on Monday of each week. The regular work week shall start on Monday and end on Sunday. The payroll clerk will then tally the scheduled and declined hours on a one page overtime sheet. This sheet will be posted every week on the bulletin board.

c. The shop steward shall monitor the posting of job vacancies, bid awards and overtime list. As a goal, the overtime differential of the listed IBEW employees shall not exceed twenty (20) hours per year, at year end.

Article 8.6 Apprentice Linemen Work Rules.

8.6.1 During the first year, or 2000 hours, the apprentice should be restricted to work on the ground only. He/she will become familiar with the nomenclature of tools and material and use the various tools. He/she will actually work with tools under the supervision of a journeyman on such work as making up guys, fitting cross-arms, pulling anchor guys, installing ground rods, tamping poles and anchors, etc. During this period he/she will be instructed in the proper techniques of handling wire and other materials that require special handling.

8.6.2 During the second year, or second 2000-hour period, the apprentice will commence learning to climb and will do all phases of line work which do not take him into proximity of voltages above 480 volts. He/she will

work closely with and under the supervision of a journeyman, and will be encouraged to learn by doing.

8.6.3 During the third and fourth years of apprenticeship, the apprentice should do all phases of line work. During this period of the apprenticeship the apprentice should learn to work with hot-sticks and learn to work on other circuits that are hot with rubber gloves. He/she should learn to properly apply rubber goods on the structures and wire on which he/she is working.

8.6.4 During the entire apprenticeship the apprentice should take advantage of every possible opportunity to learn how to operate equipment, such as diggers, cats, trucks, winches, etc. The only limitation shall be that under no circumstance shall the apprentice be used to operate equipment unless there is a journeyman available and present who can also operate the aforementioned equipment. In addition, only during the third and fourth year of apprenticeship shall the apprentice operate equipment used in work performed in the primary zone of line work.

8.6.5 APPRENTICESHIP PROGRAM AGREEMENT Anchorage Municipal Light and Power (ML&P) and the International Brotherhood of Electrical Workers, Local 1547 (IBEW), have established an Apprenticeship Program for Power Plant Operator-Mechanics (Program). This Program is a joint effort between ML&P and IBEW and will utilize the ML&P Generation Plant and the Alaska Joint Electrical Training and Trust (AJEATT) programs and facilities in a cooperative effort for the selection, instruction, training, certification and placement of apprentices in the Program.

It is understood that ML&P is an Equal Opportunity Employer and seeks cooperation from the IBEW in all aspects of compliance with Federal and State anti-discrimination laws regarding this Program. The Program is designed as a four-year/8,000 hour apprenticeship encompassing broad training for apprentices in all aspects of electric power generation, power plant operation and power plant maintenance. The maximum credit to be received for prior training, education and experience is 50%. At no time shall an Apprentice complete his apprenticeship with less than two (2) years, six (6) months of direct work experience within the Generation Division. Standards of performance will be based on electric industry standards and established by the AJEATT. The Apprentice will receive training, instruction and experience in all phases of the electric generation power plant skills necessary to develop as a Journeyman Power Plant Operator-Mechanic. It is understood that ML&P employees who enter this Program will serve their apprenticeship at ML&P, and shall be removed from ML&P property only in the event the Statewide Committee of the AJEATT identify training which is necessary for the completion of the AJEATT indentureship, but unavailable in the ML&P workplace. In the event such reassignment takes place, upon completion of the required training, the

apprentice shall be returned to ML&P property. The ML&P/IBEW Joint Apprenticeship and Training Committee will determine when they have satisfactorily completed the Program, and will inform the ML&P General Manager of such satisfactory completion.

To introduce this new Program, ML&P will post an announcement in-house to notify employees of this apprenticeship opportunity. The ML&P/IBEW Joint Apprenticeship Training Committee will review the qualifications of the applicants for the Program and will determine from those applicants the individual most qualified to become an Apprentice in the Program. It is understood by the parties that ML&P commitment to employ a graduate of this Apprenticeship Program is limited to the initial selection of an apprentice from ML&P employees provided that additional apprentices may be requested by ML&P. After the initial apprenticeship from within ML&P personnel, all prospective ML&P apprentices shall be selected by the ML&P Joint Apprenticeship and Training Committee from those applicants already indentured in the AJEATT Power Production/Generation Program.

ML&P applicants requesting credit for prior related experience toward the Program requirements must substantiate such claim with satisfactory documentation of their prior experience. The ML&P Joint Apprenticeship and Training Committee will evaluate the submitted documentation and, at their discretion, credit may be granted. Applicants desiring credit for prior training and previous experience must submit documentation to the Committee for evaluation and consideration. The Committee will advise the applicant of their decision to award or deny credit based on submitted documentation. The applicants must also have the equivalent related training for that period of experience they are seeking credit for; the applicant may also be asked to successfully pass an examination administered by the AJEATT covering the period before credit will be given. Such credit shall be granted at the beginning of the apprenticeship.

In addition to the on-the-job training, the IBEW and ML&P will provide a minimum of 144 hours of paid classroom instruction annually through the AJEATT. Homework assignments will require additional study. Apprentices will not be paid for homework study hours. Tests will be given and graded by the AJEATT. Note: If an Apprentice fails to successfully complete a course, and is given an opportunity to repeat the course, those classroom hours will not be on paid time.

Each apprentice shall be responsible for maintaining a monthly record of work experience on forms furnished by and submitted to the AJEATT. The Apprentice shall present this record to the AJEATT prior to any requests for advancement. All recommendations for advancement in this Program shall require a majority vote by the ML&P Joint Apprenticeship and Training Committee.

Apprentices in the Program will be placed in the wage scale commensurate with their placement in the AJEATT program as listed below:

First 1000 Hours	65%
Second 1000 Hours	70%
Third 1000 Hours	75%
Fourth 1000 Hours	80%
Fifth 1000 Hours	85%
Sixth 1000 Hours	90%
Seventh 1000 Hours	95%
Eighth 1000 Hours	95%

It is understood that this Program is certified under the Department of Labor, Bureau of Apprenticeship and Training and that each employee is indentured to the AJEATT Program, which is separate from the employment relationship between ML&P and the employee. Upon satisfactory completion of this course under CFR 29.29 and CFR 29.30 the employee will be certified as qualified/fit for duty.

Article 8.7 Field Personnel Lunch Period.

Engineers, surveyors, locators, operations field personnel, and meter reading personnel required to work a full day in the field will work the regular eight (8) hour day and will consume their lunch in the field. Said personnel will be granted an unpaid meal period in which to arrange their lunch and shall be provided reasonable access to sanitary facilities. For all days in which lunch in the field is required, employees will be provided a full meal allowance of eight dollars (\$8.00) for each day worked. Those provisions will also apply to overtime worked on Saturdays, Sundays, and holidays.

Article 8.8 Return to Work/Light Duty.

An employee returning to work after an accident or prolonged medical treatment shall provide the Employer with a statement from a licensed medical physician to the effect that the employee is able to resume full duty. If less than full duty can be resumed, and the cause of absence was:

8.8.1 An On-the-Job Injury. The employee will be permitted to return to work with the Employer utilizing his capabilities in a manner suitable to the Employer.

8.8.2 An Off-the-Job Injury or Prolonged Illness. The employee will not be permitted to return to work until a reduced duty and reduced temporary wage is agreed upon with the Utility Manager/Department Director and the Union Business Manager, or their designated representative.

8.8.3 An employee injured on or off the job who has been permitted to return to work on light duty shall submit a leave slip in advance whenever possible when required to receive physical therapy during his/her normal work hours. If advance leave slip submittal is not possible, the employee shall notify his/her management supervisor before start of his/her shift and shall then complete a leave slip immediately upon his/her return to work. A signed receipt for treatment received shall be submitted along with the leave slip to the employee's supervisor as proof of treatment.

SECTION 9

MISCELLANEOUS PROVISIONS

Article 9.1 Safety.

Safety is the responsibility of every employee. Management shall administer the safety program, and make every reasonable effort to insure that safety rules are observed by all employees. In return, it shall be the responsibility of the employees covered by this Agreement to make every reasonable effort to insure they act in a safe manner, observe all safety rules, and inform management of unsafe conditions.

9.1.1 State Safety Codes. All electrical work shall be executed in a safe and proper manner. The State safety code will serve as minimum standards. Both parties recognize the approval of the Alaska Department of Occupational Safety and Health Act and its applications to the terms of this Agreement.

9.1.2 Hazardous Conditions. When a lineman is required to work on voltages below 4500 between phase, the work shall be deemed to be dangerous or hazardous and the lineman shall be the sole judge as to whether he uses hot-sticks or rubber gloves. Rubbers shall be required when a lineman is working around and between conductors on all voltages of 440 and rubbers shall be applied with rubber gloves up to and including 4500 volts between phase. No premium pay shall be paid for such work if hot-sticks are used.

9.1.2.1 All grounded circuits in excess of 4500 volts shall be deemed dangerous and hazardous and hot-sticks shall be used.

9.1.2.2 All voltages between 440 and to and including 4500 shall be worked with rubber gloves.

9.1.2.3 Workers watching wire reels where conductors are pulled on the same line of poles, or where they may come in contact with any other conductors carrying 440 volts or greater, shall be journeymen and there shall be a grounded metal sheath block between the reel and the first line support.

9.1.3 Work on Energized Circuits. When work is required on all energized circuits of 240 volts or greater, as a safety measure, either two (2) or more journeymen or a journeyman and a 2nd, 3rd, or 4th year apprentice shall work together. This provision shall not limit the installation of power consumption meters by a qualified cut-in/cut-out man. Unless otherwise agreed to by the Employer and the Union, cut-in/cut-out work shall be done by a qualified journeyman lineman. Also as a safety measure, work required on energized current transformers shall require two (2) people.

9.1.4 Line Foreman. When any work is being done on or within the reach of a primary voltage, the foreman shall not work but shall be in the position to observe the work being done and give advice in regard to safety.

9.1.5 Manholes. When any work is being done in a manhole, there shall be a person stationed at the street level as a safety measure when working conditions warrant.

9.1.6 Weather Conditions. The lineman him or herself shall be the judge as to whether or not extreme weather or abnormal conditions are suitable for the performance of dangerous or hazardous work when handling any voltage.

9.1.7 Inclement Weather. Operations personnel required to work outside who report for work on a scheduled work day and who find the weather inclement, shall have the option of voting upon whether to go to work or not. If the majority of a line crew votes not to work, the crew shall be paid two (2) hours show-up pay and shall go home. If the majority of the crew votes to work, the crew shall go to work. However, a line crew which has voted not to work due to inclement weather may be called back to work due to an emergency. Should a crew which has voted not to work due to inclement weather be called back to work due to any emergency, hours worked will be paid at double time rate of pay. Emergency is herein defined as a situation or condition, not caused by the Municipality, which endangers life or property. Management has the right in case of crew or total employee vote to retain a maximum of four (4) employees on standby at straight time. This standby crew will not perform duties other than emergency work.

9.1.8 Medical Examination. As a prerequisite for employment, the Employer may require that an applicant for employment or re-employment submit to and satisfactorily pass a thorough medical examination prior to entering upon duty in any classification covered by this Agreement. Such

medical examinations will be conducted by a properly licensed medical doctor to be selected by the Employer. The Employer agrees to pay for such examination, as well as to pay for the time necessary to take the medical examination if the examination is scheduled after employee's date of hire. The Employer agrees to pay for the time necessary to take the medical examination if the examination is scheduled for a time prior to the employee's date of hire provided the employee passes such physical examination and is subsequently hired.

9.1.9 Safety Clothing. All plastic hardhats, rubber gloves, liners, rubber boots, and other necessary rubber or plastic equipment used for the protection of men working on live equipment, chemicals or sand blasting equipment are to be furnished by the Employer and shall be used by the employees at all appropriate times. It shall be the duty of the line foremen to ensure that all protective devices for handling high voltages are kept clean and in good condition. Rubber gloves shall be tested and cared for in accordance with OSHA Standard 29CFR 1910-137 "Electrical Protective Equipment", the most recent ASTM Standard on "Electrical Protective Equipment for Workers, and ML&P's SOP 0-207 "Care and Use of Electrical Rubber Protective equipment". Hand lines and tackle shall be kept in good repair. The Employer will provide flame-retardant clothing that is required by law.

9.1.10 Safety Industrial Prescription Glasses. Personnel shall wear industrial prescription safety glasses (ANSI Standard Z87) when warranted by working conditions. The Employer will pay for or provide the basic safety frame and tinted or untinted lenses.

9.1.11 Safety Meetings. A safety meeting shall be held at least once a week for each individual work group, time as required unless it is mutually agreed by the parties that less frequent meetings are necessary. The responsibility of conducting the safety meeting shall be that of the Safety Committee composed of one (1) representative from the employees, one (1) representative from the Employer and one (1) representative Safety Coordinator. Each of the three (3) aforementioned parties shall select its own Safety Committee representative.

9.1.12 Red Tagging. Any rolling stock may be red-tagged if at least one (1) management representative and one (1) Union representative in this Agreement agree the equipment under their jurisdiction requires repair prior to use.

9.1.13 First Aid and CPR Training. Foremen, leadmen, and other employees as determined by each Division Manager will be required to receive First Aid and CPR Training from an approved facility. Certificates of training for each category will be kept current. Costs of training will be paid for by the Employer.

9.1.14 Violation of Safety Rules and Standards. The Employer shall ensure that all employees receive applicable established safety rules and standards and an explanation of such rules and standards. An employee who fails to comply with the applicable safety rules and standards is subject to disciplinary action.

9.1.15 Permits and Licenses. Any statutory imposed permits or licenses required of the employees shall be at the Employer's expense. The Employer is responsible to provide any training and fees associated with such. A typical example is the Commercial Driver's License.

Article 9.2 Alcohol Abuse and Substance Abuse: Recognition and Treatment.

Both parties hereto agree that alcoholism and substance abuse must be recognized as a treatable disease which is of concern to the Municipality due to its effect upon the employee's capacity to satisfactorily perform his job.

9.2.1 Treatment Opportunity. Employees suffering from alcoholism and/or substance abuse will receive the same consideration that is presently extended to employees having any other illness. Employees will be allowed to utilize their leave to pursue an appropriate program of treatment. Upon exhaustion of all annual leave, leave without pay may be authorized by the Department Director and Director of Human Resources / Employee Relations Director jointly, in cases where the employee desires to pursue a treatment plan.

9.2.2 Employee Responsibility for Treatment. It shall be the employee's duty to seek treatment for alcoholism and / or substance abuse. In no case shall job security or promotional opportunity be jeopardized by seeking treatment for such an ailment. However, the parties agree that if two occurrences occur within a twelve (12) month consecutive period and treatment is not successful, a third occurrence would be just cause for termination.

9.2.3 Employee Responsibility for Job Performance. Employees availing themselves of treatment under this article are responsible for maintaining a satisfactory level of job performance. Failure to do so will result in appropriate corrective or disciplinary action as determined by Management.

9.2.4 Employer Responsibility. It is the responsibility of supervisors at all levels of management to implement the policies enunciated in this article. Supervisors will identify all instances of substandard work performance or unacceptable job behavior and take appropriate corrective action. Failure to make such corrections is considered poor management practice, particularly where alcohol or substance abuse related problems may be present.

9.2.5 It is intended that these policies will be effectuated without the enactment of special regulations, privileges, or exemptions which deviate from the normal standards existing throughout employment requirements in the Municipal government.

9.2.6 Alcohol/Substance Abuse. The parties recognize that alcohol and substance abuse are serious problems facing employers and employees. The parties agree that any policies or procedures to be implemented concerning alcohol or substance abuse shall be mutually agreed to prior to implementation.

The provisions of AO 98-5(S) shall be effective and apply to the bargaining unit represented by the IBEW as of the effective date of this Letter of Understanding.

The parties agree that they shall mutually cancel the continuation of the Interest Arbitration before Arbitrator Abernathy presently scheduled for February 26 and 27, 1998. The parties shall split the cost of such cancellation and shall otherwise bear their own costs and fees incurred in preparation for that matter.

It is expressly agreed and understood that the agreements set forth in Paragraphs 1 and 2 above do not in any way effect, waive, or alter the parties' respective positions on the applicability of any and all other Personnel Rules set forth in AMC 3.30 to the current collective bargaining agreement between the MOA and the IBEW.

Article 9.3 Private Vehicles.

Private vehicles are not to be used for the employers business except in the case of emergencies which involve major outages or clear and present danger to life or property.

Article 9.4 Job-Sharing.

In recognition that certain regular employees may wish to enter into a "job-sharing" status, the parties to the Agreement have developed a "job-sharing" program to be administered according to the following terms and conditions. Further, in implementing and administering this program, the parties recognize and agree that there is no intent or obligation for the Employer to incur costs in excess of those required to fund a single full-time position for any job shared.

9.4.1 Definition. Job-sharing is defined as a condition whereby two individuals qualified for the same classification wish to arrive at an arrangement that will allow them to "share" one position on an alternating schedule basis. It is a condition that employees participating in the shared work program do not work for another employer or be self-employed in any classification covered by IBEW,

Local 1547, nor may they supervise any work in covered classifications in the State of Alaska.

9.4.2 Programs. Job-Sharing status will be limited to two specific programs:

9.4.2.1 Shared Work Month. This is a situation where two employees may request that each will work on alternating months or weeks.

9.4.2.2 Shared Work Year. This is a situation where two employees may request that each will work alternating six-month or three-month periods.

9.4.3 Program Eligibility.

9.4.3.1 All regular employees who have completed their probationary period may request participation in this program. The purposes of this program are twofold: (1) to provide employees with the ability to have time off from the pressures of their job on a periodic basis; and (2) to provide for more opportunities for employees.

9.4.3.2 Participation in Lieu of Layoff. An employee scheduled for layoff may elect to participate in this program in conjunction with a full-time employee not involved in the layoff. The employee scheduled for layoff must be qualified to hold the position to be shared and must have the approval of the shared position's foreman and management supervisor, as well as of the individual with whom he/she seeks to share the job.

9.4.3.3 It is not the intent of job-sharing in lieu of layoff to unilaterally change classifications. For the period of job-sharing the employee(s) would share the same Position Control Number (PCN), and may be temporarily placed in a different job classification while in job-share, and would retain bargaining unit seniority. Upon completion of job-share, the employees would revert to their original classification unless the previous position has been eliminated.

9.4.4 Terms and Conditions of Program Participation.

9.4.4.1 Shared Work Month Program.

9.4.4.1.1 Both the foreman and management supervisor must agree to the shared work request. The request, once submitted and approved, may not be withdrawn without the concurrence of the foreman and supervisor.

9.4.4.1.2 Employees who request and are approved for this program shall be considered as regular employees under all terms of the ML&P/IBEW Agreement with exceptions as listed below.

9.4.4.1.3 The two employees who are sharing a specific job shall be listed under the same PCN and may withdraw from the program under the following conditions:

9.4.4.1.3.1 Termination. If an employee participating in this program terminates, the other employee will revert to full-time status unless another qualified employee indicates his/her interest and is approved to enter in the program.

9.4.4.1.3.2 Promotion or Transfer. If an employee participating in this program is promoted to another classification or transfers out of the work unit, the other program participant shall revert to full-time status unless another qualified employee indicates his/her interest and is approved to enter into the program.

9.4.4.1.4 Compensation and benefits will be as provided in other articles of the Agreement unless modified below:

9.4.4.1.4.1 Pay. Compensation will be at the appropriate base rate for the regular full-time classification of the job shared and will include the appropriate longevity rate with adjustments made to maintain full coverage on medical/surgical, legal, and life insurance.

9.4.4.1.4.2 Annual Leave. Accrual will be pro-rated, based on the hours worked as a full-time equivalent of the applicable table in Article 4.

9.4.4.1.4.3 Holidays. Employees in a shared work status will have the following special conditions:

9.4.4.1.4.3.1 Employee "A", whose normal work week shift includes a holiday, will observe the holiday, but will be compensated for only four hours of that holiday.

9.4.4.1.4.3.2 Employee "B", who is off shift during the week that includes a holiday, will be authorized to take one-half of a work day off during the week for their next normal shift work week following the holiday.

9.4.4.1.4.3.3 Each employee shall be entitled to one-half work day off during the year as his/her personal holiday.

9.4.4.1.4.4 Medical/Surgical, Legal and Life Insurance. For employees in a shared work status, the Employer will pay one-half of the premium amounts currently in effect for regular employees.

9.4.4.1.4.5 Training Period Employees in a shared work status are eligible to participate in Municipality sponsored training programs. However, if an employee attends a training session, which is at the option of the employee, compensation will be limited to the hours of his/her regular shift, even though the training session may be of a longer period than said regular shift.

9.4.4.2 Shared Work Year Program.

9.4.4.2.1 Both the foreman and management supervisor must agree to the shared work year request. The request, once submitted and approved, may not be withdrawn without the concurrence of the foreman and supervisor.

9.4.4.2.2 Employees will be listed under the same PCN. The vacancy thus created may be filled by another regular employee at the Employer's option.

9.4.4.2.3 The two employees who are sharing a specific job shall be listed under the same PCN and may withdraw from the program under the following conditions:

9.4.4.2.3.1 Termination. If an employee participating in this program terminates, the other employee will revert to full-time status unless another qualified employee indicates his/her interest and is approved to enter into the program.

9.4.4.2.3.2 Promotion or Transfer. If an employee participating in this program is promoted to another classification or transfers out of the work unit, the other program participant shall revert to full-time status unless another qualified employee indicates his/her interest and is approved to enter into the program.

9.4.4.2.4 Compensation and benefits will be as provided in other articles of the Agreement unless modified below:

9.4.4.2.4.1 Pay. Compensation will be at the appropriate base rate for the regular full-time classification of the job shared and will include the appropriate longevity rate with adjustments made to maintain full coverage on medical/surgical, legal and life insurance.

9.4.4.2.4.2 Annual Leave. Accrual will be pro-rated, based on the hours worked as a full-time equivalent of the applicable table in Article 4.

9.4.4.2.4.3 Holidays. Employees in a shared work status will have the following special conditions:

9.4.4.2.4.3.1 Employee "A", whose normal work week shift includes a holiday, will observe the holiday, but will be compensated for only four hours of that holiday.

9.4.4.2.4.3.2 Employee "B", who is off shift during the week that includes a holiday, will be authorized to take one-half of a work day off during the week for their next normal shift work week following the holiday.

9.4.4.2.4.3.3 Each employee shall be entitled to one-half work day off during the year as his/her personal holiday.

9.4.4.2.4.4 Medical/Surgical, Legal, and Life Insurance. For employees in a shared work status, the Utility will pay one-half the premium amounts currently in effect for regular employees.

9.4.4.2.4.5 Training Periods. Employees in a shared work status are eligible to participate in Municipality sponsored training programs. However, if an employee attends a training session, which is at the option of the employee, compensation will be limited to the hours of his/her regular shift, even though the training session may be of a longer period than said regular shift.

Article 9.5 Notices.

Notices required under the provisions of this Agreement, unless otherwise specified, shall be served by the Employer to the Business Manager, Local Union 1547, IBEW, 3333 Denali Street, Suite 200, Anchorage, AK 99503 for service upon the Union; and to the Director, Employee Relations, 632 West Sixth Avenue, P.O. Box 196650, Anchorage, AK 99519-6650, or for ML&P only to the Human Resources Manager, 1200 East 1st Avenue, Anchorage AK, 99501 for service upon the Employer. The date of receipt of such notices shall be the controlling date for the purposes hereunder. Each party shall promptly inform the other of any change in the addresses set forth in this Section.

Article 9.6 Emergencies. The parties recognize that upon occasion, due to extreme and unforeseeable circumstances beyond the control of the Union or the Employer, the practices agreed to herein must be temporarily abandoned. Such circumstances may occur at the Employer level or at the

employee level. Consequently, the parties herein define "emergency" for the purposes of this Agreement as follows:

9.6.1 Employer Emergency. When a hazard to property or life is threatened, or substantial discontinuance of services is threatened.

9.6.2 Employee Emergency. Employee emergency refers to a situation where an employee is in a position of substantial personal loss. Such circumstances may arise out of the sickness or injury of employee's immediate family as well as his property loss threatened due to uncontrollable events.

SECTION 10

TERM OF AGREEMENT, RENEGOTIATION

Article 10.1 Effective Date and Duration of Agreement.

The term of this Agreement shall commence on the first day of October 2008, and continue until the 1st day of October, **2013**.

Article 10.2 Renegotiation.

A party wishing to negotiate a successor to this Agreement must notify the other party not less than one hundred twenty (120) days before the expiration date of this Agreement. If either party wishes to negotiate a successor Agreement and properly notifies the other party, both parties must participate in the negotiations. Negotiations must commence at least ninety (90) days before the expiration date of this Agreement. After negotiations have commenced, this Agreement will remain in full force and effect so long as the parties continue to bargain together in good faith; provided, however, the Agreement which results from negotiations will be effective as of the expiration date of this Agreement or of any annual extension thereof. If neither party properly notifies the other party of its intent to negotiate a successor Agreement, this Agreement will automatically renew for a period of one (1) year from its expiration date and for successive periods of one (1) year each thereafter for so long as there is no proper notification of an intent to negotiate a successor Agreement.

Article 10.3 Assignability.

This Agreement shall be binding upon the successors and assigns of the parties hereto; and no provisions, terms, or obligations herein contained shall be affected by the consolidation, merger, or change of ownership or management of either party to this Agreement. This Agreement shall not be affected by any geographical relocation of the place of business of either party hereto.

EXECUTION OF AGREEMENT

This Agreement is executed by the duly authorized agents and representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this _____ day of December, 2008

MUNICIPALITY OF ANCHORAGE
ALASKA, A Municipal Corporation

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 1547

By: _____
James M. Posey
General Manager
Municipal Light & Power

By: _____
Kelly Loran
Chief Shop Steward

By: _____
David K. Otto
Director, Employee Relations

By: _____
Larry Bell
Business Manager

OFFICE OF THE MAYOR

Mark Begich
Mayor

ATTEST:

Barbara E. Gruenstein
Municipal Clerk

APPENDIX 1

CLASSIFICATIONS AND WAGE RATES

Notwithstanding any other section of this Agreement, only the following wage adjustments shall apply:

(1) 2009 - As of the first full pay period in the year 2009 there shall be an increase in overall wages equal to 3% of the hourly wage rates.

(2) 2010 - As of the first full pay period in the year 2010, there shall be an increase in overall wages equal to CPI-U with a minimum of 2.5% percent and a maximum of 3.9% percent of the hourly wage rates.

(3) 2011 - As of the first full pay period in the year 2011 there shall be an increase in the overall wages equal to CPI-U with a minimum of 2.5% percent and a maximum of 3.9% percent of the hourly wage rates.

(4) 2012 - As of the first full pay period in the year 2012 there shall be an increase in the overall wages equal to CPI-U with a minimum of 2.5% percent and a maximum of 3.9% percent of the hourly wage rates.

(5) 2013 - As of the first full pay period in the year 2013 there shall be an increase in the overall wages equal to CPI-U with a minimum of 2.5% percent and a maximum of 3.9% percent of the hourly wage rates.

At the bargaining unit's option, all or part of the wage increase may be applied to pension benefits.

These contributions will be made monthly on forms provided by the Trust.

Effective January 1, 2010, and January 1st of each of the remaining years of this agreement either party has the right to exercise a wage and or pension opener by providing notice in writing to the other party no later than December 31st of the previous year.

CLASSIFICATION	Percent	1/01/09	1/1/2010	1/1/2011	1/1/2012	1/1/2013
	of Journeyman	Wages \$37.17	CPI-U 2.5% TO 3.9%	CPI-U 2.5% TO 3.9%	CPI-U 2.5% TO 3.9%	CPI-U 2.5% TO 3.9%
Line Foreman	112.5%	\$41.82				
Service Foreman	112.5%	\$41.82				
Cable Splicer	112.5%	\$41.82				
Loopwagon Leadman	105.0%	\$39.03				
Journeyman Lineman	100.0%	\$37.17				
Cut-In/Cut-Out Lineman	100.0%	\$37.17				
Inspector	100.0%	\$37.17				
Apprentice Lineman						
First 1000 Hours	65.0%	\$24.16				
Second 1000 Hours	70.0%	\$26.02				
Third 1000 Hours	75.0%	\$27.88				
Fourth 1000 Hours	80.0%	\$29.74				
Fifth 1000 Hours	85.0%	\$31.59				
Sixth 1000 Hours	90.0%	\$33.45				
Seventh 1000 Hours	95.0%	\$35.31				
Eighth 1000 Hours	95.0%	\$35.31				
Working Mechanic Foreman	112.5%	\$41.82				
Journeyman Mechanic	100.0%	\$37.17				
Journeyman Mechanic/Welder	100.0%	\$37.17				
Vehicle Mechanic Helper	80.0%	\$29.74				
Vehicle Fueler	57.0%	\$21.19				
Relay/Substation Working Foreman	112.5%	\$41.82				
Relay/Substation Leadman	105.0%	\$39.03				
Relay/Substation Technician	100.0%	\$37.17				
Transformer Foreman	112.5%	\$41.82				
Transformer Journeyman	100.0%	\$37.17				

Classification	Percent	1/1/2009	1/1/2010	1/1/2011	1/1/2012	1/1/2013
	of Journeyman		CPI-U 2.5% TO 3.9%	CPI-U 2.5% TO 3.9%	CPI-U 2.5% TO 3.9%	CPI-U 2.5% TO 3.9%
		\$37.17				
Working Meter Foreman	112.5%	\$41.82				
Meterman Leadman	105.0%	\$39.03				
Journeyman Meterman	100.0%	\$37.17				
Meterman Trainee	70.0%	\$26.02				
Head Warehouseman	100.0%	\$37.17				
Assistant Warehouseman	87.5%	\$32.52				
First 1000 Hours	47.0%					
Second 1000 Hours	52.0%					
Third 1000 Hours	59.0%					
Fourth 1000 Hours	66.0%					
Warehouseman Trainee (6000 Hours)						
Fifth 1000 Hours	73.0%					
Sixth 1000 Hours	80.0%					
Above 6000 Hours	87.5%					
Electronics/Communications Technician	100.0%	\$37.17				
Electronics/Communications Senior Technician	103%	\$38.29				
Electronics/Communications Foreman	112.5%	\$41.82				
Utility Electrician	100.0%	\$37.17				
Journeymen Facility Maintenance Tech	100.0%	\$37.17				
Maintenance Technician	85.0%	\$31.59				
Power Dispatcher	112.5%	\$41.82				
Power Dispatcher Trainee	102.5%	\$38.10				
Power Dispatcher Trainee	105.0%	\$39.03				
Generation Plant Foreman	112.5%	\$41.82				
Generation Mechanic Foreman	112.5%	\$41.82				
Generation Electrical Foreman	112.5%	35.83				

CLASSIFICATION	Percent	1/01/09	1/1/2010	1/1/2011	1/1/2012	1/1/2013
	of	Wages	CPI-U	CPI-U	CPI-U	CPI-U
	Journeyman	\$37.17	2.5% TO 3.9%	2.5% TO 3.9%	2.5% TO 3.9%	2.5% TO 3.9%
Journeyman Operator/Mechanical	100.0%	\$37.17				
Journeyman Operator/Electrical	100.0%	\$37.17				
Operator/Mechanic Trainee (2000 Hours)						
First 1000 Hours	80.0%	\$29.74				
Second 1000 Hours	90.0%	\$33.45				
Generation Design Technician	95.0%	\$35.31				
Generation Technician	90.0%	\$33.45				
Accountant	90.0%	\$33.45				
Junior Accountant	80.0%	\$29.74				
Utility Technical Assistant	70.0%	\$26.02				
Customer Service Specialist	70.0%	\$26.02				
Credit Representative I	47.0%	\$17.47				
Credit Representative II	57.0%	\$21.19				
Utility Account Representative I	40.0%	\$14.87				
Utility Account Representative II	43.0%	\$15.98				
Utility Account Representative III	50.0%	\$18.59				
Utility Account Representative IV	60.0%	\$22.30				
Utility Account Specialist	70.0%	\$26.02				
Senior Clerk	57.0%	\$21.19				
Junior Clerk	47.0%	\$17.47				
Junior Clerk Trainee	37.0%	\$13.75				
Meter Reader Leadman	80.0%	\$29.74				
Meter Reader Leadman	75.0%	\$27.88				
Senior Engineer	107.5%	\$39.96				
Senior Engineer, P.E. Licensed	115.0%	\$42.75				
Senior ROW/Cadastral Engineer	107.5%	\$39.96				
Associate Engineer-Grandfathered	102.5%	\$38.10				

CLASSIFICATION	Percent	1/01/09	1/1/2010	1/1/2011	1/1/2012	1/1/2013
	of	Wages	CPI-U	CPI-U	CPI-U	CPI-U
	Journeyman	\$37.17	2.5% TO 3.9%	2.5% TO 3.9%	2.5% TO 3.9%	2.5% TO 3.9%
Associate Engineer w/PE	110.0%	\$40.89				
CPR Engineer	100.0%	\$37.17				
Surveying Engineer	100.0%	\$37.17				
Locator	95.0%	\$35.31				
Service Design & Extension Coordinator	95.0%	\$35.31				
Engineer in Training	95.0%	\$35.31				
Engineering Assistant V	95.0%	\$35.31				
Engineering Assistant IV	90.0%	\$33.45				
Engineering Assistant III	85.0%	\$31.59				
Engineering Assistant II	80.0%	\$29.74				
Engineering Assistant I	75.0%	\$27.88				
Temporary Student Aide	50.0%	\$18.59				
Chief Steward	115.0%	\$42.75				
Electronics/Communications						
Technical Trainee	80.0%	\$29.74				
Public Works						
Electronics Foreman	115.0%	\$42.75				
Electronics Technician						
Leadman	107.5%	\$39.96				
Senior Electronics Technician	103.0%	\$38.29				
Electronics Technician	100.0%	\$37.17				
Radio Installer I	65%	\$24.16				
Radio Installer II	75%	\$27.88				
Radio Installer III	85%	\$31.59				

CLASSIFICATION	Percent	1/01/09	1/1/2010	1/1/2011	1/1/2012	1/1/2013
	of	Wages	CPI-U			
	Journeyman	\$37.17	2.5% TO 3.9%			

Paint & Sign Foreman	100.0%	\$37.17				
Paint Repair Foreman	92.5%	\$34.38				
Paint & Sign Leadman	85.0%	\$31.59				
Warehouseman/Storekeeper	87.5%	\$32.52				
Paint & Sign Technician III	80.0%	\$29.74				
Paint & Sign Technician II	75.0%	\$27.88				
Paint & Sign Technician I	65.0%	\$24.16				
Technical Assistant	70.0%	\$26.02				
Senior Shop Clerk	57.0%	\$21.19				
Junior Shop Clerk	47.0%	\$17.47				

CLASSIFICATION	Percent	1/01/09	1/1/2010	1/1/2011	1/1/2012	1/1/2013
	of	Wages	CPI-U			
	Journeyman	\$37.17	2.5% TO 3.9%			

Facility Maintenance & Development Service

Journeyman Wiremen	100.0%	\$37.17
Journeyman Wiremen Foremen	105.0%	\$39.03
Journeyman Carpenter	85.0%	\$31.59
Electrical Inspector Foremen	112.5%	\$41.82
Electrical Inspector	105.0%	\$39.03
Structure Inspector Foremen	112.5%	\$41.82
Structure Inspector	105.0%	\$39.03
Elevator Inspector	115.0%	\$42.75

Neighborhoods

Leadmen Weather Worker	75.0%	
Weather Worker	70.0%	\$26.02

