

2005-2008 IBEW CONTRACT

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. New work in dispute between the parties shall be referred for resolution to the Classification Committee established elsewhere in the Agreement. In each case in which the Employer hires a contractor or subcontractor to perform bargaining unit work, the nature of which is within the jurisdiction of this Agreement and which may be performed by employees in job classifications covered by this Agreement, the Employer 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. IBEW shall be permitted to review contracting and subcontracting proposals to verify compliance herewith, and the IBEW shall be included on the bidders' list of all RFP's. The parties shall meet every three (3) months during the life of this Agreement to discuss any problems arising from the interpretation of this provision.

2.14.3 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 the request, in which the request shall specify the matter to be discussed. 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.

2008-2013 IBEW CONTRACT

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 manufacturer'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.

2.14.7 All disputes arising under this Article shall be referred for resolution to the Classification Committee pursuant to Article 3.9.

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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. ML&P The Employer agrees to schedule each interview as quickly as possible. However, in the event the Utility-Employer is unable to schedule an appointment for interview with the applicant within a four (4) hour time frame after notice from the applicant, ML&P 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 ML&P 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