

Appendix F:
Alaska Native Utilization Agreement
and Implementation Plan

Appendix F: Alaska Native Utilization Agreement and Implementation Plan

This appendix contains copies of (1) the 2001 Alaska Native Utilization Agreement signed by the Authorized Officer and the President and CEO of the Alyeska Pipeline Service Company on behalf of the TAPS Owners and (2) the

January 2002 “Alaska Native Program Implementation Plan for Alaska Native Utilization Agreement.” Both have been reproduced from the best available copies.

F.1 Alaska Native Utilization Agreement

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ALASKA NATIVE UTILIZATION AGREEMENT



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ALASKA NATIVE UTILIZATION AGREEMENT

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ALASKA NATIVE UTILIZATION AGREEMENT

SECTION 1 INTRODUCTION

Section 29 of the Agreement and Grant of Right-of-Way for the Trans-Alaska Pipeline (hereafter referred to as "Section 29") states:

29. Training of Alaska Natives

- A. Permittees shall enter into an Agreement with the Secretary regarding recruitment, testing, training, placement, employment, and job counseling of Alaska Natives.
- B. During construction and operation of the Pipeline System, Permittees shall conduct a pre-employment and on-the-job training program for Alaska Natives designed to qualify them for initial employment in connection with the Pipeline System and for advancement to higher paying positions thereafter.
- C. Permittees shall do everything practicable to secure the employment, in connection with the Pipeline System, of those Alaska Natives who successfully complete the Permittees' training program. Permittees shall inform the Authorized Officer of the discharge from such employment of each and every Alaska Native and of the reason therefor, in advance of such discharge wherever possible or, if advance notice is impossible, as soon thereafter as is practicable.
- D. Permittees shall furnish such information and reports concerning Alaska Native employment as the Authorized Officer shall require from time to time.

This Agreement between Alyeska Pipeline Service Company (hereafter referred to as "Alyeska"), as agent for Permittees, and the United States Department of the Interior is made pursuant to Section 29 to establish appropriately funded programs to increase Alaska Native employment, training, and promotional opportunities. This Agreement supersedes all previous agreements and is intended to improve the effectiveness of the program employed by Alyeska to fulfill its obligations under Section 29. This Agreement will remain in force for the duration of pipeline operations or until modified by the mutual agreement of Alyeska and the United States Department of the Interior.

Alyeska and the Department of the Interior agree to review this Agreement at least once every three years to assess the programs and commitments contained herein. The next review will be accomplished on or before December 31, 2004. The existing Agreement will remain in effect unless Alyeska and the United States Department of the Interior (hereafter "DOI") mutually agree to all changes.

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Subsequent reviews will occur on or before December 31 in three-year cycles thereafter. Technical changes between three-year periods can be accomplished by a simple amendment agreement in writing between the President of Alyeska Pipeline Service Company and the Authorized Officer.

This Agreement is intended to further Alyeska's long-standing relationship with Alaska Native organizations, particularly those located in the vicinity of the pipeline corridor. This Agreement continues Alyeska's efforts, beginning prior to construction of the Trans-Alaska Pipeline System (TAPS), to ensure that Alaska Natives benefit from the economic development opportunities afforded by its construction and operation. The programs established by this Agreement are not intended to establish an affirmative action plan or quotas for Alaska Native employment. These programs instead serve to fulfill Alyeska's commitment to the United States, embodied in Section 29, and Alyeska's desire to afford employment opportunities for Alaska Natives, while recognizing the importance of emphasizing employment opportunities for Alaska Natives who are shareholders or direct descendants of shareholders of ANCSA corporations that are in close proximity to the pipeline corridor.

This Agreement will be implemented by plans and procedures appropriate to satisfy the commitments it contains. Thirty days after the execution of this Agreement by Alyeska and the Secretary, Alyeska will prepare and submit to the Authorized Officer, a final Plan for Implementation ("The Plan" hereafter) of this Agreement. The Plan will describe the intended timing of the various programs and commitments in this Agreement. The Plan shall be effective 30 days after it is formally submitted, unless the Authorized Officer objects in writing to all or a portion of the Plan in which case those portions which are not objectionable shall be effective. Review of the Plan by the Authorized Officer shall in no way restrict or impede implementation of any portion of this Agreement. The Plan will be prepared in consultation with the Authorized Officer to assure that Alyeska remains responsible for the details and successful implementation of this Agreement and to assure that appropriate federal resources are available and in place to support realization of positive goals and intentions of this Agreement.

The Plan shall be consistent with the terms and conditions of this Agreement. Approval of the Plan by the DOI shall not be unreasonably withheld and shall not be conditioned on Alyeska agreeing to terms and conditions therein which are not otherwise consistent with this Agreement.

The implementation of programs described by this Agreement will be reviewed and prioritized annually by Alyeska to adjust the program to Alyeska work force requirements and the availability of the Alaska Native work force. The Authorized Officer will periodically review the Plan. Alyeska will maintain the programs described

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for Alaska Native employees for the life of the Agreement and Grant of Right of Way for the Trans-Alaska Pipeline System.

SECTION 2 Employment

In order to facilitate the measurement of the success and improvement of this program, it is the ultimate aspiration of Alyeska to increase its employment of Alaska Natives in regular, full-time positions to a level in the combined TAPS work force of Alyeska and its Designated Contractors (see Section 2.2) that is equivalent to 20%. The Combined TAPS Workforce will be measured per an annual average, based on quarterly totals and reported on December 31 of each year.

The utilization levels described in this Agreement will be reviewed by Alyeska and the Department of the Interior in each three-year review, to decide whether to adjust the numbers in light of then-available information. The review will consider progress made during the period, obstacles to implementation and other factors. The numerical levels, other than the spending commitment in 2.1, adopted in this Agreement or in subsequent review periods are aspirational objectives and not contractual commitments or guarantees.

2.1 ALYESKA

Alyeska will make good faith efforts to achieve the interim utilization levels stated herein. As a measure of Alyeska's good faith efforts to reach these goals, Alyeska agrees that it will spend \$25 million, which includes administrative costs, over the 12-year period (to be spent at a rate of approximately \$2.1 million per year) from 1996 through 2007, in furtherance of Alyeska and its Contractors reaching the desired employment levels of 20% Alaska Natives in the combined TAPS work force. As a part of this spending commitment during the period 1996 to 2007, Alyeska will target scholarship spending on an annual basis at a level of \$750,000. Performance under Section 29 will be measured by the DOI based on an assessment of Alyeska's continuing good faith efforts to meet the Section 29 commitments contained in this Agreement.

Pursuant to the objectives of Section 29, Alyeska adopts interim levels of employment of Alaska Natives as a percentage of the combined TAPS work force, as identified in Exhibit 1:

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EXHIBIT 1

Section 29 Employment Levels by job classification and year

Year	1998	1999	2000	2001	2002*	2003*	2004*
Managers/Supervisors	4%	6%	7%	9%	10-12%	12-14%	14-16%
Professionals	10%	11%	13%	14%	16%	18%	19%
Technicians	11%	13%	15%	16%	18%	19%	21%
Clerical & Administrative	21%	22%	24%	26%	27%	29%	30%
Totals	10%	12%	14%	16%	17%	19%	20%

Note: Upon reaching the 20% employment level, it is expected that Alyeska will maintain these percentages for the life of the Grant of Right-of-Way. Percentages are calculated based on APSC 1998 Long Range Plan Data Exhibit 1 is an extension of these levels of employment through 2004 to indicate higher percentages that might be reached in future years, in pursuit of the overall target. Actual levels in each three-year period will vary on the basis of performance and other factors and will be developed in consultation with the Department of the Interior.

**Changes made to the above chart for the three year period starting in 2001 include an adjustment in the Manager/Supervisor category to provide TAPS employers stretch targets through 2004.*

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2.2 Designated Contractors

For purposes of this Agreement, a contractor shall be a Designated Contractor (which includes its sub contractors) if that Organization provides labor directly to Alyeska Pipeline Service Company, on a continuous basis and has at least 50 employees, engaged full-time (at least, but not limited to, 2,080 hours per employee, per year) in working on TAPS within the State of Alaska. Designated Contractors are required to have complete Section 29 Implementation Plans, approved by Alyeska and subject to Authorized Officer review.

Contractors who are defined as Designated Contractors at the time this Agreement is executed will be required to have an updated Section 29 Implementation Plan approved by Alyeska within ninety (90) days after execution of this Agreement. Future Designated Contractors will be required to have an approved Section 29 Implementation Plan within ninety (90) days after commencing TAPS-related work under contract with Alyeska.

Designated Contractors' Section 29 implementation plans will include average workforce employment levels for each of the employment categories cited in Exhibit 1 for the succeeding three years, and will make good faith efforts to achieve the same overall objectives of employment of Alaska Natives as Alyeska. Alyeska and the Designated Contractors will strive to achieve proportional Alaska Native employment in all job categories. Designated Contractors' Section 29 implementation plans will describe programs they will put in place to encourage success in meeting their employment goals, and may include internships, mentoring, counseling, incentives, or other appropriate programs for Alaska Natives. Designated Contractors will meet the reporting requirements stated in Alyeska's Implementation Plan.

2.3 Reporting Contractors

A contractor or subcontractor shall be a Reporting Contractor if that Organization provides labor directly to Alyeska Pipeline Service Company, on a continuous basis and has at least 15-49 employees, engaged full-time (at least, but not limited to, 2,080 hours per employee, per year) working on TAPS within the State of Alaska. Reporting Contractors are NOT required to provide a Section 29 Implementation Plan, however, they are required to make a good faith effort to meet the goals outlined on page 4 and report to Alyeska the average workforce employment levels for each employment category (based on the Department of Labor employment categories and those cited in Exhibit I of this Agreement).

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2.4 Combined Taps Workforce

The "combined TAPS work force" is defined as the total number of employees on the Alyeska payroll plus the total number of employees on the payrolls of Designated Contractors as defined in the previous Section 2.2 and 2.3.

SECTION 3 RECRUITING AND PLACEMENT

Alyeska will continue to implement a proactive program of recruitment, training, placement and employment to attract Alaska Native candidates to meet the employment levels. This program will match Alaska Native candidates to job vacancies based upon the existing or potential skill levels of the candidates and current organizational needs.

3.1 Recruiting Methods

The Alyeska Human Resources Department will continue to be responsible for the ongoing implementation of a recruiting program. The recruiting program shall utilize both internal and external recruiting efforts to attract qualified candidates.

Alyeska will expand and strengthen existing recruiting sources and establish affiliations with Native entities to improve success in recruiting Alaska Native applicants for job vacancies at Alyeska.

External recruiting efforts and timely vacancy notifications will be expanded to attract Alaska Native candidates with particular focuses in areas having a high degree of exposure to Alaska Natives such as trade and vocational schools; public and private colleges and universities; Alaska Native Regional and Village and nonprofit entities; Alaska Native employment organizations; local, state and federal government agencies; and community sources. External recruiting efforts will be conducted inside and outside of Alaska at Alyeska's discretion.

Alyeska will develop a comprehensive job classification computer database or roster of Alaska Natives qualified for employment in the oil industry. Alyeska will work cooperatively with Designated Contractors to enhance the overall effectiveness of the recruiting effort. To the extent practical, Alyeska and Designated Contractors will share information gained through their respective recruiting sources and assist each other in efforts to identify viable candidates for training and employment.

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3.2 Screening and Evaluations

Alyeska will employ a training, screening and evaluation process to address "testing" referenced in Paragraph A of Section 29. Each applicant may be asked to verify their Alaska Native heritage and will be placed on the job classification computer registry cited above. In addition, applicants will receive a timely response from Alyeska notifying them of current and potential employment or educational opportunities.

3.3 Gateway Program

Alyeska will establish a Gateway framework which will result in expanded opportunities for Alaska Natives to participate in the oil and gas industry in Alaska. Under this innovative concept, Alyeska, Designated and Reporting Contractors agree to provide the needed elements of recruitment, training, placement and cooperation with other oil and gas industry employers to facilitate actual employment of trainees (in job categories which include managerial, technician, professional, and administrative) at other oil and gas companies and their contractors.

To accomplish this objective, Alyeska, Designated, and Reporting Contractors agree to: 1) participate in an industry/training cooperative group for the purposes of identifying and projecting future job opportunities in the oil and gas industry and providing cooperation in placing Alaska Natives; 2) identify and fund appropriate training aimed at providing qualified Alaska Native candidates for openings present and future; 3) undertake an active program to recruit trainees from the Alaska Native community; and 4) place successful trainees with members of the oil and gas industry. It is expected that trainees would be paid while in training.

Under this initiative, the DOI agrees to allow credits toward meeting the employment goals as follows: full (one person) credit for a full-time Alaska Native trainee for the period of on-the-job training. Scholarship recipients will be counted for credit pro-rata for each \$30,000 expended by Alyeska. Alyeska will receive credit equivalent to the length of the training program for any Alaska Native referred through this gateway program and hired by a member of the non-TAPS oil and gas industry or their contractors.

In order to establish the Gateway program, Alyeska will conduct or contract for: internal training programs developed and delivered by Alyeska professional trainers; consultants and professional trainers under contract to Alyeska including qualified Native Training Resources (either profit or nonprofit); external vendors, schools and training institutions including trade schools; or other companies including TAPS contractors, engaged in related work to provide the needed training.

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SECTION 4 TRAINING PROGRAMS

4.1 Types of Training

Alyeska and its Designated Contractors will fund the training programs described in this Agreement by annual cash disbursements projected and budgeted for each year.

Training opportunities will be identified soon after an Alaska Native's initial employment date and will be reviewed and updated annually by the Alaska Native employee in consultation with their supervisor and Alyeska training professionals. Training will be designed to meet the needs of their job or provide skills to encourage advancement and enhance individual or career potential.

Training may be provided to Alaska Natives through internal training programs developed and delivered by Alyeska professional trainers; by consultants and professional trainers under contract to Alyeska including qualified Native Training Resources (either profit or nonprofit); and through external vendors, schools and training institutions for specialty training programs. In addition, Alyeska will implement training programs (similar to the National Apprenticeship Program) in conjunction with its Gateway program to provide technical or vocational training opportunities that either stand alone or supplement Alyeska's existing Technician Progression Program. Designated Contractors who already participate in apprenticeship programs will be encouraged to continue these programs so long as they are a viable method to train Alaska Natives.

In order to establish the Gateway program, Alyeska will conduct or contract for: internal training programs developed and delivered by Alyeska professional trainers; consultants and professional trainers under contract to Alyeska including qualified Native Training Resources (either profit or nonprofit); external vendors, schools and training institutions including trade schools; or other companies including TAPS contractors, engaged in related work to provide the needed training.

Training programs for each Alaska Native employee wishing to participate will be defined by the preparation of a Learning Plan. (See Section 4.2).

4.2 Learning Plan

The identification of the types of training to be provided and the planning and organization of the training curriculum will be accomplished annually through the preparation of a Learning Plan for each Alaska Native employee. The preparation of the Learning Plan is an interactive process involving the employee/trainee, the

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employee's/trainee's supervisor and Alyeska's training professionals, with advice from the employee's/trainees' mentor, as appropriate (as described in Section 6.1).

Each year the Learning Plan will be updated by each participating Alaska Native employee (or trainee) taking into account previous training experience and identifying specific, prioritized training to enhance current job responsibilities and developmental training to allow and encourage professional advancement. An annual schedule of training events will be developed by the Human Resources Department and coordinated with the employee's supervisor to ensure adequate time away from work is available to attend training.

Alaska Native employees (or trainees) are responsible for participation in the preparation of the annual Learning Plan, successful completion of training classes or work assignments and providing feedback to Alyeska concerning the effectiveness of the training received.

4.3 Responsibility for Training Success

The responsibility for the success of the training program will be jointly shared between Alyeska and each Alaska Native employee or trainee participating in the program. Alyeska will plan and organize training curricula to suit the needs of each employee to qualify trainees to assume the responsibilities of the positions to which they and Alyeska agree are appropriate; make appropriate training personnel and facilities available; and supervise, manage, and monitor the training efforts to continuously improve the training process.

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SECTION 5 DEVELOPMENTAL OPPORTUNITIES

In addition to the formal training programs described in Section 4.0, Alyeska will also provide developmental opportunities for Alaska Native employees and prospective Native employees as described below.

5.1 Loanee Program

Loanee Programs for Alaska Native employees (or trainees) may be used to obtain specialized skills, training and unique experiences not available in the Alyeska system.

Targeted placements may include: Native Regional and Village entities, nonprofit corporations, TAPS Contractors, and other petroleum industry companies.

5.2 Building Foundations for Excellence Program

Alyeska Pipeline Service Company (APSC) will continue the Building Foundations for Excellence Program (BFEP) as a workforce development program that was established in 1999. The program focuses on the hiring and development of people into positions at (APSC).

To meet this purpose, the strategy will be to recruit or transfer individuals into internship positions within the APSC workforce. These internships will be designed in anticipation of future needs in areas such as business, environment, safety, and operations. BFEP provides Alaskans, particularly Alaska Natives and other underutilized groups of people, an alternative pathway to enter the TAPS workforce.

Employees in BFEP Intern positions are considered regular employees with all the rights, benefits, and responsibilities of other employees.

5.3 Educational Assistance

Alyeska provides educational assistance that is available to all employees, including Alaska Natives. The educational assistance program will reimburse Alaska Native employees up to 80% of the cost of pre-approved courses. Individuals may seek technical training, advanced degrees, degree completion, or a basic degree.

5.4 Scholarships

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When necessary to provide training or education of Alaska Natives to prepare them for initial employment or advancement to higher positions within Alyeska, Alyeska will provide a limited number of scholarships on an annual basis. Alaska Natives who apply for scholarships must meet minimum requirements and agree to program stipulations. Program stipulations linking expenditure of scholarship monies to prospective employment on TAPS or in the oil and gas industry will be developed by Alyeska and submitted to the Authorized Officer for review within ninety days after each funding cycle reporting. Scholarships will be granted at the sole discretion of Alyeska.

5.5 Education Sabbaticals

Alaska Native employees who have worked for Alyeska for at least two years may apply for unpaid educational sabbaticals to pursue degrees or further their professional development. Sabbaticals will be granted in accordance with Alyeska's Leave of Absence Procedure.

SECTION 6 NATIVE EMPLOYEE SUPPORT

Alyeska and Designated Contractors will provide formal Job Counseling and Mentoring Programs to Alaska Native employees, above and beyond the aforementioned recruiting, training and developmental opportunities.

6.1 Mentoring Program

Alyeska and Designated Contractors will maintain a formal Mentoring Program that provides a mechanism for all interested Alaska Native employees to be paired in a developmental relationship with an Alyeska mentor. The Mentoring Program, will be coordinated with each employee's supervisor, provides written guidelines for personalized educational, professional and career development assistance to Alaska Native employees. The Mentoring Program will be available to Alaska Native employees who elect to participate in the program.

The Human Resources Department will have the primary responsibility for management, administration and implementation of the Mentoring Program.

6.2 Job Counseling

Alyeska and Designated Contractors will provide formal Job Counseling Program designed to assist Alaska Natives and their mentors. The Job Counseling Program will

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be coordinated by the Human Resource Department to provide formal counseling as a means of assisting employees with concerns or problems that may interfere with employment success. Counseling sessions will be documented.

6.3 Diversity Awareness

Alyeska will actively promote diversity in the work environment by providing diversity training to every employee. This training shall include an understanding of Section 29 and Alyeska's long-term relationship with Alaska Natives. Alyeska will promote and integrate positive images of Alaska Native culture in its decor and advertisements and will sponsor diversity awareness activities. APSC will also sponsor, promote or participate in selected traditional Alaska Native cultural activities in the community.

6.4 Nondiscrimination

Alyeska will maintain a work environment that is free from discrimination or harassment. Alyeska will promptly and fairly investigate and respond to allegations of discriminatory or harassing conduct. It remains each supervisor and manager's duty to enforce Alyeska's Code of Conduct.

6.5 Termination/Notification

Alyeska and its contractors will use progressive disciplinary measures to afford Alaska Native employees every reasonable opportunity to correct deficiencies or job performance prior to termination. The Human Resources Department will review, in advance when possible, all proposed disciplinary actions or discharges of employees. No employee of Alyeska will be terminated for cause unless the termination occurs in accordance with Alyeska's Disciplinary Actions Procedure. "Cause" shall have the same meaning as in Alyeska's Disciplinary Action Procedure. Until the established employment goals are achieved, Alyeska will make every reasonable effort to retain, retrain or transfer, rather than lay off, Alaska Native employees during times of reorganization and/or reduction-in-force except those Alaska Natives who choose a retirement or severance package. Nothing in this Agreement shall limit or otherwise affect Alyeska's ability to terminate any employee for cause including poor job performance. Designated Contractors' procedures for discipline and discharge of their employee will be a component of their Section 29 Plan.

Alyeska and Designated Contractors will inform the Authorized Officer in writing of the pending discharge and reason therefore of any Alaska Native employee working on

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TAPS, in advance of notification to the employee if possible. If advance, written notice is not possible, immediate verbal notification will be provided if practicable and will be followed up in writing as soon as possible.

SECTION 7 MEASUREMENT OF PROGRESS

Alyeska is in a declining mode of operations, and it is anticipated, the total work force necessary to effectively operate the system will be growing smaller as time passes. At the same time, the program described by this Agreement will be attempting to place more Alaska Natives into the diminishing work force. As a result, the targeted employment levels and the methods used to measure compliance with these will need to be periodically adjusted to reflect the changing business needs.

Measurement of progress toward the overall intent of this program must recognize many factors and cannot be measured simply by counting the number of Alaska Natives employed at any particular point in time. Although the success of the program will primarily be measured by the number of Alaska Natives employed, success (and credit toward achievement of the employment levels of Section 29) will also be measured by the number of Alaska Natives who may not be currently employed by Alyeska or a Designated or Reporting Contractor but may be enrolled in an educational or training program or hired through Alyeska's Gateway Program. Similarly, the measurement approach must recognize current Alaska Native employees who are on loan to other organizations or are involved in career advancement programs intended to allow the employees to move up to higher job categories.

Measurement must also recognize Alyeska's efforts toward contribution to systemic educational programs. The annual expenditures under this provision will be made with the following priorities in mind: (1) jobs; (2) internships and training; (3) scholarships; and (4) community support.

In recognition of the above considerations, credit toward meeting the overall goals of this program will be measured in terms of employment, training and educational opportunities for Alyeska, Designated, or Reporting Contractor as follows:

1. Each Alaska Native on the payroll during the year will count as a single employment opportunity on a pro-rata basis. Those Alaska Natives employed for less than a full year will be counted based upon the portion of the year for which they are employed. 2,080 hours of (regular work) will be the basis for calculating one full-time equivalent employee.
2. Each Alaska Native not employed but who receives a scholarship funded by Alyeska will be counted as an educational opportunity. Each educational opportunity

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will count (on a pro-rata basis) as one employment opportunity credit for each \$30,000 expended by Alyeska. Credit will be given for the calendar year the individual is enrolled in a training program regardless of whether or not the individual voluntarily resigns from the training program, is dismissed or refuses subsequent employment.

3. Each Alaska Native engaged in paid full-time training will be counted as an employee on a full-time equivalency basis.
4. Each Alaska Native employee on loan to another organization or on sabbatical for purposes of career development or training will count as a single employment opportunity as long as he or she remains an Alyeska or TAPS employee on the agreed date that year.
5. Alaska Natives who are actively employed, and have been identified as candidates for higher job categories, and are participating in a structured training plan to advance to an identified higher job category will be counted as an additional employment opportunity for the portion of the year they are enrolled in the training.
6. Internships (internal and external) will be counted as a single employment opportunity. Summer internships will count as an employment opportunity for the pro rata share of the year that they are working as interns, on a full time equivalency basis.
7. Each scholarship award and other systemic educational programs will be counted as a single employment opportunity in increments of \$30,000 expended by Alyeska or TAPS Contractor. This method of counting will be phased out over the 12 month period following signing of the Agreement for those students who do not have a target position (designated linkage) in the oil and gas industry.

Alyeska will develop a program of internal measurement to determine the effectiveness of the Alaska Native Program, and the Building Foundations for Excellence Program. Data will be recorded and management reports prepared on an annual basis to establish trends in job retention, recruiting, training, counseling, promotions to higher levels, annual performance evaluations, and scholarship effectiveness. These statistics will serve as a measure of success of the overall program and can be modified to meet the changing information needs of Alaska Natives, Alyeska, TAPS Contractors, and the Authorized Officer.

If the three-year level identified in Exhibit 1 above is not reached during the applicable year (i.e., 2002, 2003, and 2004) Alyeska will make funds available during the following calendar year to create the number of additional educational or employment opportunities that would equal this level of employment. Funds expended by Alyeska

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for this purpose will be counted toward Alyeska's overall commitment to spend \$25 million in funding on Section 29 between 1996 and 2007.

SECTION 8 MANAGEMENT/ADMINISTRATION

Alyeska will provide the resources reasonably necessary to implement this Agreement, as provided herein.

SECTION 9 ADVISORY BOARD

Alyeska will continue an Advisory Board to provide advice and counsel regarding the operation of the Section 29 program, assess the program's success in achieving the agreed goals, make recommendations for improvement, and to further report annually to Alyeska management on the overall effectiveness of the program. The Advisory Board membership will include: representatives from Alyeska Management, Alyeska's Human Resources Department, Alyeska Alaska Native employees, representatives from Designated Contractors, and external Alaska Native representatives from appropriate Native Organizations including, but not limited to, Alaska Federation of Natives, Alaska Native Council on Employment and Training and the four Alaska Native Regional Corporations whose lands adjoin the right-of-way.

The Advisory Board will meet on a quarterly basis. The agenda for each meeting will be developed by consensus. Alyeska will provide the Advisory Board with data and reports as required or requested by the Advisory Board to understand the overall progress of the program.

SECTION 10 PARTIES

The sole parties to this Agreement are Alyeska, as agent for Permittees, and the Department of the Interior. The parties hereto do not intend to create any rights under this Agreement that may be enforced by any third parties for their own benefit or for the benefit of others.

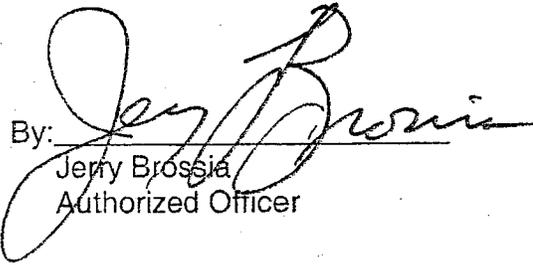
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IN WITNESS WHEREOF, The Parties hereto have duly executed this
Agreement as of October 15, 2001.

UNITED STATES OF AMERICA

ALYESKA PIPELINE SERVICE COMPANY
Acting as Agent on behalf of:

**AMERADA HESS PIPELINE CORPORATION
ARCO TRANSPORTATION ALASKA, INC.
BP PIPELINES (ALASKA) INC.
EXXON PIPELINE COMPANY
MOBIL ALASKA PIPELINE COMPANY
PHILLIPS ALASKA PIPELINE CORPORATION
UNOCAL PIPELINE COMPANY**

By: 
Jerry Brosia
Authorized Officer

By: 
David Wight
President & CEO

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APPENDIX

DEFINITIONS

Combined TAPS Workforce

The "combined TAPS work force" is defined as the total number of employees on the Alyeska payroll plus the total number of employees on the payrolls of Designated Contractors which have a minimum of fifty employees performing work for Alyeska in Alaska.

During the six months following the signing of the Agreement, Alyeska and the Authorized Officer will identify and evaluate which subcontractors to Designated Contractors and other contractors providing direct labor to Alyeska in Alaska will be subject to reporting requirements of Alyeska's Implementation Plan.

The Combined TAPS Workforce will be measured as an annual average based on quarterly totals and reported on December 31 of each year. This definition is for programmatic purposes only. Nothing in this definition shall be construed or interpreted as preempting or modifying the Section 29 obligation of the Grant of Right-of-Way, that all TAPS employers, at any tier, are subject to the provisions of Section 29.

Designated Contractor

An Organization that contracts to provide direct labor for Alyeska Pipeline Service Company, on a continuous basis and has at least 50 employees, engaged full-time (at least but not limited to 2,080 hours per employee, per year) in work directly on TAPS within the State of Alaska.

(Regular) Full Time Employee (FTE)

A full time equivalency of a minimum of 2,080 hours, (regular work) within a one year period will be the basis for calculating one full-time equivalent employee. Work may be pro-rated on a basis of 1 FTE = 2,080 hours for employees working less than 2,080 hours.

Transitional (Employment) Training

Alaska Native applicants who do not meet the entry level educational or experience requirements and Alaska Native students who show promise and indicate an interest in Alyeska as an employer may be offered on-the-job training positions. These positions will be designed to provide trainees with on-the-job experience and lead to full-time employment for successful trainees.

On-The-Job Trainee

Any person gaining on-the-job training and experience to meet the entry-level qualifications for a TAPS job.

Alaska Native Utilization Agreement

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Internship

An internship is an opportunity for an individual to gain practical experience, specialized training, or otherwise acquire skills needed to prepare him/her for positions that are related to the jobs available in the petroleum industry in Alaska. Individuals who successfully complete the planned program, will normally become a full-time employee with Alyeska or other entity that works on TAPS.

Seasonal Hires (trainees)

Individuals hired for a specific period of time (such as construction season or summer employment) with no anticipation of continuing employment.

Administrative Cost

Those expenditures that support the program activities necessary to recruit, hire, train, advance, and place Alaska Natives. These are identified in the Implementation Plan.

Gateway Program

Program which expands opportunities for Alaska Natives to participate in the oil and gas industry whereby Alyeska provides the needed elements of recruitment, training, and placement for job positions within Alyeska or its contractors. When Alyeska is unable to place or transfer Section 29 employees, whose current positions are no longer available due to downsizing or reorganization; Alyeska will make reasonable effort to place, in cooperation with other oil and gas industry employers, those Section 29 employees at other oil and gas companies and their contractors in job categories which include managerial, technical, professional, and administrative. This gateway strategy shall also be applicable to those interns or apprentices who have successfully completed training for a targeted position within Alyeska that, for whatever reason, become unavailable at the time the training is completed.

F.2 Alaska Native Program Implementation Plan for the Alaska Native Utilization Agreement

[Reproduced from best available copy.]

Alaska Native Program

Implementation Plan for Alaska Native Utilization Agreement

January 2002

Implementation of the revised Alaska Native Utilization Plan (*Attachment 1*) is an ongoing process of planning, action, assessment and modification. Participants in the process include Alyeska Pipeline Service Company, designated contractors, the Authorized Officer for the Bureau of Land Management on behalf of the DOI and the Section 29 Advisory Board.

This Implementation Plan broadly describes strategies and activities for each section of the Agreement. Details of current items are found in the attachments. Specific activities may change through the process of assessment and modification. In all cases, the requirements of the Agreement shall remain the controlling elements of this plan.

The dynamic process described in this plan will enable Alyeska Pipeline Service Company (APSC) to meet the goals described in the Alaska Native Utilization Agreement, The Alaska Native Program Communication Plan for Section 29, the September 1997 JPO Audit Report, and Section 29 of the Federal Grant of Right of Way for TAPS.

ACTION	TIMING	RESPONSIBILITY OR GENERATED BY	COMMENTS OR GENERATED FOR
SECTION 1: INTRODUCTION			
COMMUNICATION STRATEGY		Section 29 Manager	
<i>Scope:</i>			
<ul style="list-style-type: none"> • Communication will convey accurate information about Section 29 in order to meet commitments made under the agreement. Information will include available opportunities and how Alaska Natives can obtain training, scholarships and jobs. 	Ongoing	Corporate Communications	Authorized Officer
<ul style="list-style-type: none"> • The external communication tools to be used: 			
<ul style="list-style-type: none"> – Continue participation in job fairs/ AFN 	On Request	Recruitment	
<ul style="list-style-type: none"> – APSC Website 	In-Place/ Ongoing- APSC	Section 29 Staff	
<ul style="list-style-type: none"> – Utilize administrators of Native higher education scholarship providers to disseminate information including Native Student Services (UAA) and Rural Student Services (UAF) and other vocational and academic institutions to inform recipients about career opportunities under Section 29. 	As vacancies occur	External recruiting	Outreach distribution list
<ul style="list-style-type: none"> • The internal communication tools to be used: 			
<ul style="list-style-type: none"> – Continue Native cultural awareness through use of a video for new employees 	To all new APSC hires	Section 29 Manager	APSC added to new hire orientation; Distribute to contractors for their use
<ul style="list-style-type: none"> – Periodic meetings with Business Unit Managers Alaska Native Network groups and Human Resource Generalists 	Quarterly/ Ongoing	Section 29 Manager	
<ul style="list-style-type: none"> – Update APSC Executive Leadership Team 	Quarterly	VP Human Resources	Executive Leadership Team Authorized Officer
<ul style="list-style-type: none"> – Regular meetings with designated contractors' management and staff 	Quarterly/ Ongoing	Section 29 Manager / APSC Contract Stewards	
<ul style="list-style-type: none"> • Notification of Significant Items or Events to: 	As needed	Section 29 Manager/ Community Communications in CHQ, FBU, VBU	External Publications
<ul style="list-style-type: none"> – Alaska Native Organizations 			
<ul style="list-style-type: none"> – Authorized Officer 			
<ul style="list-style-type: none"> – APSC Employees 			
<ul style="list-style-type: none"> – The Public 			

<u>ACTION</u>	<u>TIMING</u>	<u>RESPONSIBILITY OR GENERATED BY</u>	<u>COMMENTS OR GENERATED FOR</u>
<p><u>Review:</u></p> <ul style="list-style-type: none"> Verbal and written feedback from target populations will enable us to gauge effectiveness of communication strategy and make improvements. <p>REVIEW AGREEMENT ONCE EVERY THREE YEARS</p> <p><u>Scope:</u></p> <ul style="list-style-type: none"> Review agreement every three years to assess the programs and commitments. <p>DEVELOP/REVIEW IMPLEMENTATION PLAN</p> <p><u>Scope:</u></p> <ul style="list-style-type: none"> Implementation plan will describe the intended timing of the programs and commitments in the agreement. This review date will be used annually to adjust the Implementation Program using results from the annual employee survey and recommendations from the Advisory Board 	<p>Annually</p> <p>December 31, 2004</p> <p>February 01, 2002</p> <p>January 30 annually, beginning in 2003</p>	<p>Section 29 Advisory Board</p> <p>Authorized Officer and APSC</p> <p>Section 29 Manager for approval</p> <p>APSC, Authorized Officer</p>	<p>APSC VP HR Authorized Officer</p> <p>DOI</p> <p>APSC provides to Authorized Officer for approval</p>

ACTION	TIMING	RESPONSIBILITY OR GENERATED BY	COMMENTS OR GENERATED FOR
SECTION 2: EMPLOYMENT			
EVALUATE/MEASURE EMPLOYMENT			
<i>Scope:</i>			
<ul style="list-style-type: none"> Identify and evaluate those reporting Contractors providing direct labor to APSC who will be subject to the reporting requirements of APSC's Implementation Plan. 	November 1, 2001 Through February 1, 2002	APSC, Authorized Officer, Contract Steward, Section 29 Manager	APSC & JPO
<ul style="list-style-type: none"> Measure TAPS Workforce on annual average, based on quarterly totals to be used for assessing progress toward employment goals (<i>Attachment 2</i>). 	COB Final Pay Period in a given calendar year.	APSC, HR Associate	Advisory Board Authorized Officer APSC Direct Reports to CEO
2.1 ALYESKA			
<i>Scope:</i>			
<ul style="list-style-type: none"> Financial Commitments 			
<ul style="list-style-type: none"> - APSC will spend \$25 million over the 12 year period (to be spent at a rate of approximately \$2.1 million per year). 	1996-2007	APSC; Section 29 Manager and Financial Analysts	Authorized Officer
<ul style="list-style-type: none"> - These costs will be tracked and accounted for in accordance with established financial guidelines. 	Ongoing	Section 29 Manager and Financial Analysts	APSC VP Human Resources Authorized Officer
<i>Reporting (Numbers of AK Natives employed):</i>			
<ul style="list-style-type: none"> Status report will be used to measure progress of APSC and Designated Contractors Final reports submitted and accepted after review. On file and maintained in Section 29 Office. 	Mutually agreed upon reporting formats by JPO and APSC	Section 29 Manager Contract Steward	Authorized Officer

EXHIBIT 1
SECTION 29 EMPLOYMENT LEVELS

YEAR	1998	1999	2000	2001	2002	2003	2004
MANAGERS/ SUPERVISORS	4%	6%	7%	9%	10 – 12%	12 – 14%	14 – 16%
PROFESSIONALS	10%	11%	13%	14%	16%	18%	19%
TECHNICIANS	11%	13%	15%	16%	18%	18%	21%
CLERICAL & ADMINISTRATIVE	21%	22%	24%	26%	27%	29%	30%
TOTALS	10%	12%	14%	16%	17%	19%	20%

Note: All Designated Contractors are required to use the same percentages, as Alyeska's shown above, in their Implementation Plans

<u>ACTION</u>	<u>TIMING</u>	<u>RESPONSIBILITY OR GENERATED BY</u>	<u>COMMENTS OR GENERATED FOR</u>
2.2 DESIGNATED CONTRACTORS			
<i>Scope:</i>			
<ul style="list-style-type: none"> Designated Contractors with 50 or more employees working on TAPS-related work under contract with APSC on a regular basis will be required to have Section 29 Implementation Plan in place 90 days after signing of ANUA. Currently there are seven (7) Designated Contractors (<i>Attachment 3</i>). 	January 25, 2002 or 90 days after commencing TAPS work	Designated Contractor, Contract Steward, Section 29 Manager	APSC Authorized Officer
<ul style="list-style-type: none"> Reporting Contractors with 15 – 49 employees will need to be notified of ANUA employment goals & reporting requirements 	2nd quarter of 2002	Section 29 Manager	
<ul style="list-style-type: none"> Content of Contractor Implementation Plans is to mirror the format and sections of Alyeska's Implementation Plan 	Draft due December 21, 2002; Final Due 1/25/2002	Contract Stewards Section 29 Manager	Section 29 Manager APSC review & approves contractor plans Authorized Officer
<i>Notification</i>			
<ul style="list-style-type: none"> Notify Contractors regarding compliance requirements 	Quarterly review of reports	APSC/ Section 29 Manager/ Contract Stewards/ Section 29 Representative for each contractor	APSC/ Contractors
<i>Reporting</i>			
<ul style="list-style-type: none"> Final reports submitted and accepted after review. On file in Section 29 Office. 	April 15, 2002	Contract Steward/ HR Associate	Advisory Board Authorized Officer
<ul style="list-style-type: none"> Quarterly progress reports required and submitted with APSC Status Report 	Quarterly	APSC/ Section 29 Manager/ Contract Stewards/ Section 29 Representative for each contractor	

<u>ACTION</u>	<u>TIMING</u>	<u>RESPONSIBILITY OR GENERATED BY</u>	<u>COMMENTS OR GENERATED FOR</u>
SECTION 3: RECRUITING AND PLACEMENT			
<ul style="list-style-type: none"> APSC will continue to implement a proactive program of recruitment, placement and employment of Alaska Natives based upon existing or potential candidate skill levels and organizational needs. 	Ongoing	APSC HR Recruitment	
<i>Scope</i>			
3.1 RECRUITING METHODS			
<ul style="list-style-type: none"> APSC will continue to be responsible for the ongoing implementation of a recruitment program and will expand and strengthen existing recruiting sources and establish new affiliations with Native entities. 	Ongoing	Human Resources Recruitment, Contractors, Managers and Supervisors	
<ul style="list-style-type: none"> APSC and contractors will share information gained through their respective recruiting sources. 	Ongoing	APSC Reporting & Designated Contractors	
<i>Notification</i>			
<ul style="list-style-type: none"> Alaska Native organizations; External candidates on database; Internal employees, Authorized Officer 	Ongoing	Section 29 Manager, internal, electronic job posting system	
<i>Review:</i>			
3.2 SCREENING AND EVALUATION			
<i>Scope:</i>			
<ul style="list-style-type: none"> APSC will continue to ask for voluntary EEO forms to identify qualified Alaska Natives 	In-Place	APSC through the Resume/EEO form procedure	
<i>Review</i>			
<ul style="list-style-type: none"> Alaska Native applicants will be given an EEO form to voluntarily submit with application 		APSC Recruiting	
<ul style="list-style-type: none"> At time of employment Section 29 eligibility will be verified by voluntary submission of EEO form, CIB, Tribal Enrollment or Regional Corporation membership. 	Ongoing		Authorized Officer

<u>ACTION</u>	<u>TIMING</u>	<u>RESPONSIBILITY OR GENERATED BY</u>	<u>COMMENTS OR GENERATED FOR</u>
3.3 GATEWAY PROGRAM			
<u>Scope:</u>			
<ul style="list-style-type: none"> • One of the primary methods of training Alaska Natives for jobs with APSC is through the scholarship and internship program. 	Ongoing	Section 29 Manager, APSC, Blue Ribbon Panel	APSC Authorized Officer
<ul style="list-style-type: none"> • APSC will: 			
<ul style="list-style-type: none"> – Establish a Gateway framework which will result in expanded opportunities for Alaska Natives to participate in the oil and gas industry in Alaska. 	Ongoing	Section 29 Mgr & Advisory Board	
<ul style="list-style-type: none"> – Identify and fund, through scholarships, appropriate training aimed at providing qualified Alaska Native candidates for openings present and future. 	Annually \$750,000	Grant recipient applications	
<ul style="list-style-type: none"> – Place successful trainees with members of the oil and gas industry when there are no appropriate TAPS openings 			
<u>Notification:</u>			
<ul style="list-style-type: none"> • APSC Managers/Supervisors 	As needed		
<ul style="list-style-type: none"> • Alaska Natives 			
<ul style="list-style-type: none"> • HR Generalists 			
<u>Review:</u>			
<ul style="list-style-type: none"> • Written reviews of internships are conducted: 			Authorized Officer
<ul style="list-style-type: none"> – By HR on a quarterly basis 	Quarterly		

<u>ACTION</u>	<u>TIMING</u>	<u>RESPONSIBILITY OR GENERATED BY</u>	<u>COMMENTS OR GENERATED FOR</u>
SECTION 4: TRAINING PROGRAMS			
4.1 TYPES OF TRAINING			
<u>Scope</u>	Annually	Employee/Supervisor	
Training opportunities will be identified and made available soon after an Alaska Native's initial employment date and will be reviewed and updated annually.			
4.2 LEARNING PLAN			
<ul style="list-style-type: none"> All APSC employees have a Learning Plan, developed by the employee and their supervisor and are based upon training required for compliance and personal development goals. 	Annually	Individual Employee, Supervisor, APSC Training Dept.	
<ul style="list-style-type: none"> Learning Plan is updated by each participating Alaska Native employee (or trainee) <ul style="list-style-type: none"> Training opportunities are made available continuously, based on employee's and APSC's changing needs 	Annually	Individual Employee, Supervisor, APSC Training Dept.	
<ul style="list-style-type: none"> An annual schedule of training events will be developed by the Training Department 	Annually	Individual Employee, Supervisor, APSC Training Dept.	
<u>Notification</u>			
<ul style="list-style-type: none"> All employees are notified annually of their Learning Plan requirement. 	Annually	Supervisors	Generated for the employee
<u>Reporting</u>			
<ul style="list-style-type: none"> Completed Learning Plan on file with employee and entered into Elite. 	Annually	Employee and Supervisor	
4.3 RESPONSIBILITY FOR TRAINING SUCCESS			
<ul style="list-style-type: none"> APSC will: <ul style="list-style-type: none"> Plan and organize training curricula to suit the needs of each employee to qualify trainees to assume the responsibilities of the positions to which they and APSC agree are appropriate; Make appropriate training personnel and facilities available; and Supervise, manage, and monitor the training efforts to improve the process. 	Ongoing	Individual Employee, Supervisor, APSC Training Dept.	

<u>ACTION</u>	<u>TIMING</u>	<u>RESPONSIBILITY OR GENERATED BY</u>	<u>COMMENTS OR GENERATED FOR</u>
SECTION 5: DEVELOPMENTAL OPPORTUNITIES			
APSC will also provide developmental opportunities for Alaska Native employees.	Ongoing	Employee & Supervisor	
5.1 LOANEE PROGRAM			
<u>Scope:</u>			
<ul style="list-style-type: none"> • Alaska Native employees wishing to gain specialized skills and experience not available at APSC may be placed with another organization to gain such skills. 	As appropriate	Employee, Section 29 Manager, HR General, Supervisor, Host Organization	
5.2 INTERN PROGRAM			
<u>Scope:</u>			
<ul style="list-style-type: none"> • The purpose of the intern program is to provide on-the-job training for Alaska Natives. Internships will: <ul style="list-style-type: none"> - Create a work experience. - Provide training. - Enable participants to be placed into targeted TAPS jobs. - Be developed by managers/supervisors. 	Ongoing	HR Generalists, Section 29 Manager and Managers/ Supervisors	
<u>Notification</u>			
<ul style="list-style-type: none"> • HR Generalists • Managers/Supervisors • Alaska Natives 	Ongoing	Section 29 Manager	
<u>Review:</u>			
<ul style="list-style-type: none"> • Quarterly written reviews of internships are conducted: <ul style="list-style-type: none"> - By the supervisor/sponsor. 	Monthly	Supervisors/Sponsor and Section 29 Manager.	
<ul style="list-style-type: none"> - By Section 29 on a quarterly basis 	Quarterly		Authorized Officer
<ul style="list-style-type: none"> • STATUS REPORT 	Quarterly		

<u>ACTION</u>	<u>TIMING</u>	<u>RESPONSIBILITY OR GENERATED BY</u>	<u>COMMENTS OR GENERATED FOR</u>
5.3 EDUCATIONAL ASSISTANCE			
<i>Scope:</i>			
<ul style="list-style-type: none"> APSC provides educational assistance for its employees. This program provides reimbursement of up to 100% for pre-approved courses. 	Ongoing	Employee, Supervisor	
<ul style="list-style-type: none"> Students must maintain a “C” average and submit grades. Educational courses can be degreed or technical programs. 	Each Semester	Employee responsible for submitting copies of transcript	
<i>Notification:</i>			
<ul style="list-style-type: none"> Provided to each employee during orientation and at the beginning of each calendar year 			
<i>Review:</i>			
<ul style="list-style-type: none"> Annual Learning Contract 	Annually	Employee, Supervisor	
<i>Reporting:</i>			
<ul style="list-style-type: none"> Annual Learning Contract 	Annually	Each Employee	Each Employee
5.4 SCHOLARSHIPS			
<i>Scope:</i>			
<ul style="list-style-type: none"> APSC will provide scholarships through its Scholarship program 	Annually	Section 29 Manager Blue Ribbon Panel	Authorized Officer
<ul style="list-style-type: none"> The scholarship program currently awards up to \$750,000 in accordance with the scholarship guidelines. 			
<i>Notification:</i>			
<ul style="list-style-type: none"> Notices sent in accordance with Communication Strategy. 			
<i>Review:</i>			
<ul style="list-style-type: none"> Proposal guidelines, progress of scholarship recipients will be reviewed by the Blue Ribbon Panel, the Advisory Board and APSC. 	Annually	Blue Ribbon Panel, Advisory Board, APSC	
<ul style="list-style-type: none"> Scholarship recipients will be evaluated once every 12 months to ascertain whether they are meeting RFP expectations 	Annually	Section 29 Manager/APSC	Authorized Officer
<ul style="list-style-type: none"> Changes to improve and strengthen the guidelines or Scholarship Awarding Procedures will be ongoing. 	Ongoing	Section 29 Manager	Blue Ribbon Panel/ APSC/ Educational Institutions

<u>ACTION</u>	<u>TIMING</u>	<u>RESPONSIBILITY OR GENERATED BY</u>	<u>COMMENTS OR GENERATED FOR</u>
<i>Reporting</i>			
<ul style="list-style-type: none"> Summary of scholarship proposal review process and awards will be documented and kept in internal files. 	Annually	Section 29 Manager	ASPC/Public
<ul style="list-style-type: none"> Notices of scholarship recipients will be publicly released. 	Letters/Website	Section 29 Manager	Authorized Officer
<ul style="list-style-type: none"> The number of programs, participants and evaluations will be documented as it relates to job placement. Scholarships are industry related/tied to TAPS 	Annually	Section 29 Manager	Authorized Officer
<ul style="list-style-type: none"> Reports from grantee organization will track TAPS employment of successful scholarship recipients. 			
5.5 EDUCATION SABBATICALS			
<i>Scope:</i>			
<ul style="list-style-type: none"> Alaska Native employees who have been with APSC for at least two years are eligible to participate in APSC's Educational Sabbatical Program. 	Ongoing	Employee, their Supervisor, Section 29 Manager	
<i>Notification</i>			
<ul style="list-style-type: none"> Employees will be notified through appropriate APSC channels. 			
<i>Review:</i>			
<ul style="list-style-type: none"> Students will be required to submit grades each semester. 	Each Semester	Employee, Section 29 Manager	
<i>Reporting:</i>			
<ul style="list-style-type: none"> Status Report (internal) 	Monthly	Section 29 and Related Manager	

<u>ACTION</u>	<u>TIMING</u>	<u>RESPONSIBILITY OR GENERATED BY</u>	<u>COMMENTS OR GENERATED FOR</u>
SECTION 6: NATIVE EMPLOYEE SUPPORT			
6.1 MENTORING			
<i>Scope:</i>			
<ul style="list-style-type: none"> APSC maintains a mentoring program for all employees and encourages Alaska Natives to participate as mentors or mentees. 	Ongoing	HR Generalists	Mentor & Mentee
<i>Notification</i>			
<ul style="list-style-type: none"> Employees will be notified through appropriate APSC channels. 			
<i>Review:</i>			
<ul style="list-style-type: none"> Employees and mentors complete evaluation form for compilation of statistics. 	Annually	Section 29 Manager	
<i>Reporting:</i>			
<ul style="list-style-type: none"> The mentoring program description and guidelines 	Ongoing	Section 29 Manager	
<ul style="list-style-type: none"> Statistics on total number of participants and number of participants by Business Unit 	Any time	Organizational Development & Diversity Manager	Authorized Officer
6.2 JOB COUNSELING			
<i>Scope:</i>			
<ul style="list-style-type: none"> Human Resource Generalists assigned to each company unit or department provides job counseling for all APSC employees <ul style="list-style-type: none"> Counseling includes assisting with concerns and problems on or off the job. 	Ongoing	HR Generalists, VP HR, Section 29 Manager, Employee Assistance Program	
<i>Notification</i>			
<ul style="list-style-type: none"> HRG'S are available to provide referrals to appropriate internal resources for job counseling. 	Ongoing	HR, Manager, Supervisor, Mentor, Training Generalist, Organizational Development	
<i>Review</i>			
<ul style="list-style-type: none"> On a case by case basis. 			
<i>Reporting</i>			
<ul style="list-style-type: none"> Trend Reports (Status & Trends) 		Authorized Officer	authorized officer

<u>ACTION</u>	<u>TIMING</u>	<u>RESPONSIBILITY OR GENERATED BY</u>	<u>COMMENTS OR GENERATED FOR</u>
6.3 CROSS CULTURAL AWARENESS			
<u>Scope:</u>			
<ul style="list-style-type: none"> APSC will actively promote a cross-cultural work environment by providing cross-cultural training to every employee. APSC desires to sponsor traditional cultural activities and these will be funded through its Corporate Communication department; proposals are considered individually. Alaska Native images are utilized in promotional material and in art work at each site. 	In-place & Ongoing	Section 29 Manager, Managers, Supervisors	
<u>Notification:</u>			
<ul style="list-style-type: none"> Employees will be notified through appropriate APSC channels. Community contributions will be analyzed on a semi-annual basis. 	Ongoing		
	Semi-Annually	Corporate Communication	
<u>Reporting</u>			
<ul style="list-style-type: none"> Participation in cross cultural training will be documented through the rosters. Annual recap of Corporate Contributions. 	Semi-Annually	Corporate Communication	
6.4 NONDISCRIMINATION			
<u>Scope:</u>			
<ul style="list-style-type: none"> APSC's Code of Conduct and EEO procedure specifically references nondiscrimination practices & is provided to new employees during orientation. APSC's Human Resources offices provide mechanism for responding to employee concerns, including discrimination. 	Ongoing	APSC HR Department	
<u>Notification Procedures:</u>			
<ul style="list-style-type: none"> Code of Conduct was distributed to all employees and is provided to each employee during orientation. Employees are required to attend HIRD refresher training each year. 	At time of hire	HR Department	

<u>ACTION</u>	<u>TIMING</u>	<u>RESPONSIBILITY OR GENERATED BY</u>	<u>COMMENTS OR GENERATED FOR</u>
<u>Review:</u>			
<ul style="list-style-type: none"> As cases are brought forward by HR Problem Resolution procedure 	As needed		
<u>Reporting:</u>			
<ul style="list-style-type: none"> Available through HR Problem Resolution reporting system 			Resource is the Employee Concern Program
6.5 TERMINATION/NOTIFICATION			
<u>Scope:</u>			
<ul style="list-style-type: none"> APSC addresses performance or conduct issues in a progressive manner as outlined in the HR Disciplinary Actions procedure 	Ongoing	Supervisors, HR Generalists	
<u>Notification:</u>			
<ul style="list-style-type: none"> Permittees shall inform the Authorized Officer of the discharge from such employment of each and every Alaska Native and of the reason therefor, in advance of such discharge wherever possible or, if advance notice is impossible, as soon thereafter as is practicable. 	As needed	Section 29 Manager	Authorized Officer
<u>Review:</u>			
<ul style="list-style-type: none"> Review on case by case basis 			
<ul style="list-style-type: none"> Annual evaluation of terminations for trends and lessons learned 	Annual	Section 29 Manager	Authorized Officer
<u>Reporting:</u>			
<ul style="list-style-type: none"> List maintained in Section 29 office. 	Ongoing	Section 29 Manager	DOI notification for each separation

<u>ACTION</u>	<u>TIMING</u>	<u>RESPONSIBILITY OR GENERATED BY</u>	<u>COMMENTS OR GENERATED FOR</u>
SECTION 7: MEASUREMENT OF PROGRESS			
<u>Scope:</u>			
<ul style="list-style-type: none"> Section 29 staff measures progress according to the Status Report criteria. <ul style="list-style-type: none"> APSC programs will be subject to an internal review process with the goal to continually strengthen the programming so that APSC may recruit and successfully retain more Alaska Natives. 	Monthly	Section 29 Manager	
<u>Notification:</u>			
<ul style="list-style-type: none"> Advisory Board 			Authorized Officer
<u>Review:</u>			
<ul style="list-style-type: none"> Measuring methods to be periodically adjusted to reflect changing business needs. 	As needed	Section 29 Manager	
<u>Reporting:</u>			
<ul style="list-style-type: none"> Status Reports, including Contractor progress and others as developed. 	As needed	Section 29 Manager	Authorized Officer
SECTION 8: MANAGEMENT/ADMINISTRATION			
<u>Scope:</u>			
<ul style="list-style-type: none"> APSC has set goals to provide appropriate Section 29 staff levels. 	Annually	Section 29 Manager HR Dept.	Authorized Officer
<ul style="list-style-type: none"> APSC will provide necessary resources to support the implementation and continuance of this program. 	Ongoing	HR Department	Authorized Officer
SECTION 9: ADVISORY BOARD			
<u>Scope:</u>			
<ul style="list-style-type: none"> Section 29 staff will continue an Advisory Board to provide advice and counsel regarding program operation and progress. Board membership will include representatives, representatives from designated contractors, external Alaska Native organizations and others as appropriate and will meet quarterly. 	Quarterly	Section 29 Manager	
<u>Reporting:</u>			
<ul style="list-style-type: none"> Minutes will be taken and reported. 	Quarterly	Staff	Advisory Board - Authorized Officer