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SCOPE OF WORK PROVISIONS

FOR

ELECTRICAL UTILITY LINEMAN:
LINEMAN, CABLE SPLICER
POWDERMAN
GROUNDMAN

IN

ALL LOCALITIES WITHIN THE STATE OF CALIFORNIA, EXCEPT DEL NORTE, MODOC, AND SISKIYOU COUNTIES

61-X-3

CALIFORNIA OUTSIDE LINE CONSTRUCTION

AGREEMENT

BETWEEN

WESTERN LINE CONSTRUCTORS CHAPTER OF NECA

AND

LOCAL UNIONS NO. 47 and 1245

AFL-CIO

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

AS AMENDED, EFFECTIVE JUNE 1, 2006
THROUGH May 31, 2009

RECEIVED
Department of Industrial Relations
JUL 17 2006
Div. of Labor Statistics & Research
Chief's Office

PREAMBLE

Agreement by and between the Western Line Constructors Chapter, Inc., NECA. Inc. and Local Unions No. 47 and 1245, IBEW. It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement. As used hereinafter in this Agreement, the term "Chapter" shall mean the Western Line Constructors Chapter, Inc., NECA, Inc. and the term "Union" shall mean Local Unions No. 47 and 1245, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

PURPOSE AND SCOPE OF THIS AGREEMENT

The intent of this Agreement is to establish uniform conditions of employment for Outside Electrical Workers as hereinafter provided.

Local Unions 47and 1245 is presently chartered by the International Brotherhood of Electrical Workers. AFL-CIO, to cover certain outside electrical work in the States of California (except Siskiyou, Modoc, and Del Norte Counties) and Nevada (except Lincoln, Clark and that part of Nye County lying south of the Mount Diablo base line). The Western Line Constructors Chapter of the N.E.C.A. is presently chartered by the National Electrical Contractors Association Inc.. in the same area as covered by the above named Local Union; therefore, the territorial scope of this Agreement shall uniformly cover the above area.

SCOPE OF THIS AGREEMENT

The scope of the work covered by this Agreement shall be: All outside work on electrical transmission lines, distribution lines. catenary and trolley facilities, switch yards and substations, and shall include:

1. Pole line construction work (whether built of wood, metal or other material); the digging and back-filling of holes for poles or anchors (by hand or mechanical equipment); the moving of employees, tools or equipment; the loading and moving of materials from the first drop, the handling, assembly or erection of all materials including the guying, stringing of conductors or other work necessary on through to the ultimate completion of such pole line work.

2. Steel or metal structures used for the purpose of carrying electrical wires. conductors or equipment (this includes transmission towers, outdoor substations, switch racks or similar electrical structures); the moving of employees, tools or equipment: the handling, sorting and moving of materials from the first drop, the handling, assembly and erection of all materials used on the job site starting with the concrete footing or pad, or concrete anchor, including the assembly of the grillage, on through to the ultimate completion of such structures, except for any low voltage control or lighting work which may properly belong to the inside branch of the electrical industry. Work covered shall include the grounding of all such structures; the stringing and installation of wires. cables and insulators or other electrical equipment suspended from such structures: also the handling and placing of transformers or O.C.B.'s and other related electrical equipment.

3. Installing and maintaining the catenary and trolley work and bonding of rails shall be handled in the same manner as pole line, and steel construction

4. Street lighting systems owned, maintained and operated by electrical utility companies or agencies where such work properly comes under the outside jurisdiction shall be handled in the same manner as pole line construction.

5. Electrical underground construction work, where such work comes under the jurisdiction of this Agreement, shall be covered as follows: The moving of employees, tools, or equipment, the loading, moving or assembly of all electrical materials or race-ways, such as duct. from the first drop, shall be performed by workers under this Agreement. This shall also include the placing of fish wire, the pulling of cables or wires through such race-ways, installing and making up of pot-heads, and the splicing of such conductors.

6. In connection with all of the above items, it is understood the scope of this Agreement shall include not only new installation work but shall also govern the repair, maintenance, or dismantling of such structures, lines or equipment, the handling and operating of all equipment used to transport employees, tools and/or materials on the job site, as well as the equipment used to move, raise or place materials used in the outside branch of the Electrical Industry. shall be performed by workmen under this Agreement.

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common-sense methods.

MANAGEMENT RIGHTS

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

Now, therefore, in consideration of the mutual promises and Agreements herein contained, the parties hereto agree as follows:

ARTICLE I
EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES

1.1 This Agreement shall take effect June 1, 2006, and shall remain in effect until May 31. 2009 unless otherwise specifically provided for herein. It shall continue in effect from

3. No Foreman shall work when his/her crew is more than five (5) employees including himself. except that he may be the sixth (6th) employee when an Apprentice is on the crew.

4. General Foreman is a non-working classification.

No Foreman shall act as Foreman on more than one (1) crew, or job at one time. Workers shall be employed, laid off and if necessary, discharged by the Foreman or General Foreman, with the Foreman's concurrence and shall receive all instructions on the job from their immediate supervisor.

No Foreman of one job shall be transferred to another job for the purpose of working as a Journeyman on overtime unless previous connection with the overtime job requires special consideration.

No worker shall be paid Foreman's pay unless he is working as a Foreman.

On any job where three (3) or more gang Foreman are employed, a General Foreman shall be designated by the Employer.

All Foreman and General Foreman must possess the qualifications of Journeyman Lineman, except for crews working on electrical foundations and underground electrical substructure work. A foreman on those crews may be a qualified person, as designated by the Employer.

Foreman and General Foreman shall not be discriminated against by the Union for performing as an Employer's representative. Any questions pertaining to this Agreement regarding disciplinary action of Foreman or General Foreman shall be referred to the Labor-Management Committee.

Lineman

6.3 (a) Lineman employed under the terms of this Agreement shall provide themselves with the following tools: Hammer, pliers, (long-nose pliers on underground jobs), ruler, 12" crescent wrench. screwdriver, skinning knife, body belt, safety strap and climbers.

(b) The classification Journeyman Lineman shall cover men operating equipment and machinery such as caterpillars, trucks equipped with winch and/or boom, hydraulically operated backhoe with or without front loader, hydraulic mounted booms and similar equipment.

Line Equipment Man

6.4 Line Equipment Man may operate crawler tractors. Commercial Motor Vehicles, backhoes, trenchers, cranes (50 ton and below), overhead and underground distribution line equipment, and other mutually agreed upon equipment.

The parties will jointly develop a training program for this classification as soon as practical upon ratification of this Agreement.

Groundman

6.5 Groundman shall work under the direct supervision of linemen at all times and shall assist linemen as directed in the performance of their work which includes the operation of jack-hammers, man-hauls, and the loading and unloading of materials and equipment, but under no circumstances shall a groundman climb poles, towers or structures, or work in the proximity of energized lines or equipment.

Groundman may operate pick-up trucks and light flatbed trucks.

Groundman may operate trucks used to service trucks and equipment on transmission lines.

Groundman may drive bucket trucks, line trucks, and light trucks on the job. Groundman may be required to place water and ice in water can.

Groundman shall furnish themselves with the following tools: hammer, pliers, ruler, 10" adjustable wrench and skinning knife.

Groundman may use hand-mechanized tools to assist tower and pole assembly.

Framing Poles

6.6 The framing and erecting of poles, making, installing, and pulling guys and assembling and erecting fixtures shall be done by Lineman.

Groundman may assist Linemen in the performance of such work in accordance with the provisions of Sections 6.4 of this Article.

Digging Holes and Trenches

6.7 Digging of pole and anchor holes and digging trenches for duct and cable installations and ground line treatment of poles by hand shall be done by Linemen, Cable Splicers and Groundmen, under the supervision of a Line Foreman. When holes are dug by a mechanical digger, the crew shall consist of at least two (2) workers, one (1) of which shall be a Journeyman Lineman. This crew may also drop poles in holes, except in primary energized lines.

Manning Line Crews

6.8 (a) The erection of poles by hand and the stringing of all wire shall be done by regularly constituted line crews consisting of Foreman, Linemen, Groundmen, or Apprentice Linemen. Tamping and Line crews shall consist of Foreman, Lineman, Groundmen or Apprentice Linemen. In such crews the majority of men

shall be Linemen. Foreman included.

(b) When energized work on lines or equipment of 600 volts or more is performed except as noted in paragraph (c) below, the crew shall consist of at least three (3) Journeyman Linemen and one (1) Groundman, Foreman included. or two (2) Journeyman Lineman, one (1) Hot Apprentice, and one (1) Groundman, Foreman included. A Cold Apprentice may be substituted for a Groundman.

(c) On G.O. 95 maintenance work, radio interference, maintenance work or other light maintenance work, limited to greasing insulators, tightening of hardware, guy replacement, a three (3) man crew consisting of three (3) Journeyman Linemen (Foreman included) or two (2) Journeyman Lineman (Foreman included) and one (1) Hot Apprentice.

(d) A service crew shall consist of two (2) Journeyman Lineman or one (1) Journeyman Lineman and one (1) Apprentice. A Journeyman Lineman shall be designated as a Working Foreman on each service crew.

Cable Crew - ("Bull Gang")

6.9 Cable Crew ("Bull Gang"). A cable crew may be used on de-energized circuits to install ducts and enclosures, lay cables, pull cables in ducts by hand, and other work involving underground cable systems, excluding cable splicing and terminations of cables above 300 Volts.

The Foreman of a cable crew shall be either a Journeyman Lineman or a Cable Splicer. The remainder of the crew is to be made up of Journeyman Lineman, Apprentice Lineman or Groundmen. The crew size is to be limited to ten (10) employees.

For work involving energized cable or enclosures over 300 Volts, the crew shall have at least two (2) Journeymen Linemen. Foreman included. or one (1) Journeyman Lineman (Foreman included) and one (1) Hot Apprentice. and the remainder may be Groundmen. When such work requires that employees be inside an energized enclosure above 300 Volts, those employees shall be Journeyman Linemen or Apprentices. For work involving energized cable or enclosures under 300 Volts, such work shall be performed by a Journeyman Lineman (Foreman included) or a Hot Apprentice.

High Time - Bonuses

6.10 Any tension dead-ending of 220KV or higher voltage required to be done in the air on steel towers at any height, shall require a bonus equal to the worker's straight-time rate. This bonus shall not apply to hanging the dead-end on the towers after it has been made up on the ground.

This bonus pay shall be at a minimum of two (2) hours and for each succeeding hour or portion thereof, shall be paid at the bonus rate.
Soft dead-ends made without supporting the ladder from the conductor shall not be at the bonus pay.

All workers required to work on any type of pole (lattice poles excepted) at the 75 foot level or higher shall receive a bonus equal to the workman's straight-time rate. This height will be measured from the ground level to the point of attachment to the structure of the material, or equipment, being worked on.

Any work performed from an aerial basket suspended from a headache ball or hook shall also require a bonus equal to the worker's straight-time rate.

Cable Splicing

6.11 Journeyman Cable Splicers shall furnish only hand tools.

6.12 When two (2) Journeyman Cable Splicers are working on a job together, one of them shall be considered as Foreman and paid accordingly. When there are more than two (2) Journeyman Cable Splicers and two (2) Helpers, they shall have a Non-Working Foreman. A Cable Splicer Foreman shall be a Journeyman Cable Splicer.

All work of joining, splicing and insulating and the placing of flameproof covering where wiped lead joints are necessary, shall be performed by Cable Splicers. Journeyman Linemen, Cable Splicers or Apprentices shall be used in assisting Cable Splicers. Cable Splicers shall not be required to work on wires or cables where the difference in potential is over 300 Volts between any two (2) conductors or between any conductors and ground, unless assisted by another Journeyman Lineman. In no case shall Cable Splicers be required to work on energized cables carrying in excess of 600 Volts.

Ratio For 55-Year-Old Journeyman

6.13 Whenever possible on jobs employing five (5) or more Journeymen Linemen, every fifth Journeyman shall be fifty-five (55) years of age or older.

Overalls and Gloves

6.14 On any job where employees are required to perform exceptionally dirty work, the Employer shall furnish overalls and gloves, and shall have such clothing cleaned or laundered or replaced at least twice a week. Employees shall sign for overalls, and be responsible for same.

When work is performed on towers or substation structures, the Employer shall furnish safety belts.

Aircraft Rules and Insurance

6.15 When employees are transported, working around, near, with or underneath aircraft they shall be protected by a life and casualty insurance policy in the amount of $300,000 in addition to regular Workers' Compensation coverage.

A Journeyman Lineman shall perform the necessary rigging of any material or equipment