**STATE OF CALIFORNIA** Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

*MAILING ADDRESS:*
*P. O. Box 420603*
*San Francisco, CA 94142-0603*

# SCOPE OF WORK PROVISIONS

FOR

# ELECTRICAL UTILITY LINEMAN:
# LINEMAN, HEAVY LINE EQUIPMENT MAN
# CABLE SPLICER, POWDERMAN
# JACKHAMMER MAN
# GROUNDMAN
# POLE SPRAYER TRAINEE

IN

DEL NORTE, MODOC AND SISKIYOU COUNTIES

61-X-8

RECEIVED
Department of Industrial Relations

APR 23 2004

Div. of Labor Statistics & Research
Chief's Office

2004 - 2007

# AGREEMENT

between the

NORTHWEST LINE CONSTRUCTORS CHAPTER

of the

NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, (AFL-CIO)

LOCAL UNION NO. 77
Seattle, Washington

LOCAL UNION NO. 125
Portland, Oregon

LOCAL UNION NO. 483
Tacoma, Washington

LOCAL UNION NO. 659
Central Point, Oregon

Original Agreement February 11, 1946
Effective February 1, 2004
through January 31, 2007

## PURPOSE AND SCOPE OF THIS AGREEMENT

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

IBEW Local Unions 77, 125, 483 and 659 are presently chartered by the International Brotherhood of Electrical Workers (AFL-CIO) to cover all such outside electrical work in the states of Washington, Oregon, (except Malheur county), the ten (10) northern most counties in the state of Idaho, and also Siskiyou, Modoc and Del Norte counties in Northern California. The Northwest Line Constructors Chapter of the NECA is presently chartered by the National Electrical Contractors Association, Inc. in the same areas as covered by the four (4) above named IBEW Local Unions. Therefore, the territorial scope of this Agreement shall uniformly cover the above area.

The scope of work covered under this Agreement and workmen employed under the provisions of this Agreement shall perform all production and maintenance work in accordance with the National Labor Relations Board certification of said Union in Case No. 36-RC-815 which shall include:

1. Pole line construction work (whether built of wood, metal or other material); the digging and backfilling of holes for poles or anchors (by hand or mechanical equipment); the moving of men, tools or equipment; the loading and moving of materials from the first drop; and 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 men, 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 from the fastening to the stub-in on concrete footing or pad, 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 OCBs and other related electrical equipment.

3. Highway lighting systems, where such work properly comes under the outside jurisdiction, shall be handled in the same manner as pole line construction. (See Item 1.)

4. Electrical underground construction work where such work comes under the outside jurisdiction shall be covered as follows: the moving of men, tools or equipment, the loading, moving or assembly of all electrical materials or raceways, such as duct,

from the first drop shall be performed by workmen under this Agreement. This shall also include the placing of fish wire, the pulling of cables or wires through such raceways, installing and making up of potheads, and the splicing of such conductors.

5. 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 men, 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, and shall be performed by workmen under this Agreement.

It is understood on dismantling of structures that after the structure has hit the ground, the remainder of the dismantling, if any, may be done by Groundmen and Apprentice applicants under the supervision of a Foreman who is a Journeyman Lineman. Hauling from the right-of-way to the first drop shall be performed by employees covered under the terms and conditions of this Agreement.

## BASIC PRINCIPLES

The Electrical Contractor 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. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

## ARTICLE I--CIR

Effective Date - Changes - Grievances - Disputes

* 1.1 This Agreement shall take effect February 1, 2004, and shall remain in effect until January 31, 2007, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from February 1 through January 31 of each year, unless changed or terminated in the way later provided herein.

* 1.2 (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least ninety (90) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

8.4 On jobs having a Foreman, workmen are not to take directions or orders or accept the layout of any job from anyone except the Foreman.

8.5 No Foreman shall at the same time perform or supervise work of more than one (1) crew.

8.6 A regularly constituted line crew is defined as one which is made up of a majority, if any, of Linemen. Foremen, who shall be Journeyman Lineman, and Apprentice Linemen shall be counted as Linemen. The remainder, if any, of the crew will be made up of Line Equipment Men and Groundmen.

8.7 When framing poles or structures, including the installation of cross-arms and hardware, the ratio of one (1) Groundman to each Journeyman Lineman shall not be exceeded.

8.8 The framing and erecting of poles, making, installing, and pulling of guys and the assembling and erecting fixtures shall be done by Linemen and Groundmen.

8.9 Aerial treatment of poles with preservatives shall be done by regularly constituted line crews.

8.10 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, and Groundmen under the supervision of Line Foremen (or by Groundmen as specified in Section 8.13). When holes are dug by a mechanical digger, the crew shall consist of one (1) Journeyman Lineman and one (1) Line Equipment Man. This crew may also drop poles in holes, except in primary energized lines.

8.11 The erection and tamping of poles and the stringing of all wire shall be done by regularly constituted line crews.

8.12 The duties of a Groundman shall be to assist Linemen, and under no circumstances shall they climb poles, towers or, ladders.

8.13 When a Groundman or Groundmen are assigned to manual hole or trench digging only, he shall work under the supervision of a Journeyman Lineman.

A Groundman or Groundmen assigned to ground line treatment shall work under the supervision of a Journeyman Lineman or Pole Sprayer.

8.14 (a) The assembly and erection of steel towers and racks shall be done by a regularly constituted line crew. An exception will be: Workmen who have regularly been employed in the assembly of steel for at least three (3) years, prior to April 15, 1968, in the area covered by this Agreement, shall not be reduced in rate, which will parallel that of Line Equipment Man. Foremen and Apprentices will be counted as Linemen, Line

Equipment Men will be counted Groundmen but will be paid the Line Equipment Man rate. Apprentices shall be paid their indenture rate.

(b) The rigging of the steel for erection shall be done by Journeyman Linemen.

8.15 Men using equipment, except that defined in Section 8.25, to hoist steel and insulators up to Linemen, or for sagging or stringing wire, shall be paid at the Line Equipment Man's rate of pay.

8.16 A Certified Welder is a Journeyman Lineman who has been certified under applicable federal regulations and may be assigned other Journeyman work when not engaged at welding.

8.17 (a) If clipping in crew consists of not more than two (2) Linemen and two (2) Groundmen, one (1) Lineman shall be designated as the Foreman and paid Foreman's rate of pay.

(b) If clipping in crew consists of more than two (2) Linemen and two (2) Groundmen, there shall be a nonworking Foreman.

8.18 (a) All men employed on wood structures at the seventy-five (75) foot working level or higher shall be paid at the straight-time rate, plus the applicable rate for the time involved while working at such height.

(b) Men employed on steel towers at a height in excess of two hundred twenty-five (225) feet, measured from the center line hub, shall be paid the straight-time rate, plus the applicable rate for the time involved while working at such height.

(c) Men working directly under a hovering aircraft shall be paid one hundred percent (100%) of the straight-time rate, plus the applicable rate for the time involved.

(d) Men required to service the lighting or the high frequency apparatus on any steel structure in excess of one hundred fifty (150) feet shall be paid at double (2x) the straight-time rate of pay from the apparent structure base.

8.19 When two (2) Cable Splicers are working for an Employer on the same job, one (1) of them shall be considered as Cable Splicer Foreman and be paid accordingly. When there are more than two (2) Cable Splicers and two (2) Helpers, they shall have a nonworking Foreman. A Cable Splicer Foreman shall be a Journeyman Cable Splicer.

All work of joining, splicing, insulating, terminating and placing of flame proof covering on nonkit type jacket insulated power cable shall be performed by Cable Splicers. Journeyman Linemen only shall be used in assisting Cable Splicers. Cable Splicers shall not be required to work on wires or cables when the difference in potential is over three hundred (300) volts between any two (2) 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 six hundred (600) volts.

8.20 Linemen employed under the provisions of this Agreement, when required, shall provide themselves with the following tools: hammer, pliers, rule, twelve inch (12") crescent wrench, screwdriver, skinning knife, body belt, safety strap and climbers. In addition, they must have a current first aid card. Cable Splicers shall furnish only hand tools.

8.21 Whenever possible, on jobs employing five (5) or more Journeyman Linemen, every fifth (5th) Journeyman shall be fifty (50) years of age or older.

8.22 The duties of a Head Groundman shall be to drive trucks for material haul, man haul and light line equipment. He may be used for Groundman duties when not otherwise engaged. For the purpose of this Section, Groundmen may drive pickup trucks.

8.23 Definition of Line Equipment Man. This classification shall cover men operating the following equipment: caterpillars, truck equipped with winch and/or boom, hydraulically operated backhoe with or without front-end loader, hydraulic mounted booms and such other equipment as is mutually agreed on by the Labor-Management Committee.

8.24 Definition of Heavy Line Equipment Man. This classification shall cover operation of any piece of equipment which, in accordance with manufacturer's recommended specifications, is capable of operating with one hundred (100) or more aggregate feet of boom, be it crane, backhoe, clam shell, drag line or shovel. (The intent of this section is for cranes that are extended one hundred feet and beyond, due to necessity or work, and are used primarily for erection of steel towers, steel poles, or wood high-line structures. All other equipment shall be operated in accordance with the above sections of the Agreement.)

8.25 All manhauls shall provide each man with a place to sit and seating shall conform to local state requirements. Manhauls shall be of rigid construction, having bus type seats. Heating and ventilation shall be provided. No tools or materials shall be carried loose in the crew compartment when it is being used to transport men. The Foreman shall be responsible for the sanitary condition of the manhauls.

## ARTICLE IX
### Shift Work

* 9.1 When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked: