STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
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TRAVEL AND SUBSISTENCE 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

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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

It shall be considered a willful act on the part of the Employer if an employee who has been terminated and ceases work outside the Employer's office business hours is not paid by noon of the next day.

In the event an employee receives a payroll check which is returned or refused by the bank and so marked NSF, he shall receive eight (8) hours pay for each twenty-four (24) hours or portion thereof until funds for the original check amount are received. (Funds means: cashier check, cash, or cashable check.)

It shall be the responsibility of any employee working alone to have time sheets mailed or delivered to the Employer promptly after the completion of the pay period. It shall also be the employee's responsibility to notify the Employer promptly if wages do not arrive by the scheduled time.

Each employee, during his first two (2) weeks of employment, shall be entitled to one (1) draw not to exceed fifty percent (50%) of his accumulated earnings. The draw shall be given to the employee not later than forty-eight (48) hours following the request, or mailed to the job within twenty-four (24) hours, Saturdays, Sundays and holidays excepted.

When Apprentices are transferred by the Apprenticeship Committee from one Employer to another, within forty-eight (48) hours' notice to the Employer, they shall be paid in full on the last day worked prior to transfer.

5.4 Any man reporting for work at starting time in the morning and being terminated before noon, not having been notified the previous day, shall be paid four (4) hours' wages; if terminated any time after noon, he shall be entitled to eight (8) hours' pay. If an employee is terminated for cause, only the actual hours worked shall be paid. If a man's tools and belongings are not available to him at headquarters when he is terminated, he shall be paid only that time required to gather these items, but not to exceed four (4) hours.

5.5 Men ordered to report for work when weather conditions are such that they cannot work, by decision of the Employer or employees, shall receive one (1) hours' pay at the applicable rate. When men report to work without previous orders to the contrary, except as stated above, and are not put to work, they shall be paid two (2) hours' time at the applicable rate.

5.6 The Employer shall pay for traveling time and furnish transportation for all employees from the place where they report for work each day and return to the same place at the end of each workday on all work within the jurisdiction of the Union.

5.7 All work performed outside of the regularly scheduled working hours and on Saturdays, Sundays and the following holidays - New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and the Friday following, and Christmas Day, or

11.4 A Spray Crew Foreman handles chemicals for use on right-of-ways and shall receive Journeyman Lineman's pay.

11.5 HEADQUARTERS. Pre-job Conferences (not pre-bid conferences). Prior to the start of any job, a Pre-job Conference shall be held with the Local Union having jurisdiction. The results of such conference shall be reduced to writing and shall be binding on all parties.

Should the Employer and the Union be unable to agree upon locations to be designated as Job Headquarters and places to be agreed upon as Reporting Headquarters, they shall refer the matter to the Labor-Management Committee, which shall meet within twenty-four (24) hours to render a decision which will be final and binding. If a pre-job conference is not held, such violation shall be considered a grievable issue as defined under this Agreement and appropriate penalties shall apply.

If the Labor-Management Committee cannot agree, the matter shall be referred to arbitration, under rules and procedures adopted by the parties to the Agreement. In any event, the Contractor shall be able to start the job, PROVIDED A PRE-JOB CONFERENCE HAS BEEN HELD. Any decision shall be retroactive to the start of the job.

11.6 Permanent Headquarters shall be the Employer's established place of business as set forth in 4.12 and shall be known as the Employer's Shop.

11.7 Job Headquarters shall mean any location within the area of this Agreement which may be designated by the Employer as headquarters for any job. It shall be at a place where accommodations are sufficient within a five (5) mile radius from such Job Headquarters to provide suitable board and lodging for all workmen reporting to such Job Headquarters.

11.8 Reporting Headquarters (other than Permanent Headquarters or Job Headquarters) may be established by a Pre-job Conference at any agreed upon place where living facilities are not sufficient to accommodate all members of the crew reporting to this headquarters.

(a) All men working out of a reporting headquarters shall be reimbursed for travel time at a rate of one dollar ($1.00) per road mile one (1) way. Reimbursements for travel time shall be computed on the distance one way from the location qualified to be a job headquarters to reporting headquarters where workmen will report at the beginning of the workday.

(b) In lieu of mileage, for work performed at McChord Air Force Base in the state of Washington, there shall be paid a travel allowance of not less than four dollars ($4.00) per day; and for work performed at Fort Lewis, Washington, there shall be paid a travel allowance of not less than six dollars ($6.00) per day.

(c) The Pre-job Conference shall determine when and where the reimbursement for mileage shall apply and shall determine the distance involved.

11.9 (a) Workmen shall receive no allowance for either board and lodging or travel time when working out of the Employer's Permanent Headquarters.

(b) Workmen shall receive no reimbursement for travel time when working out of a Job Headquarters. No allowance for daily board and lodging shall be paid unless the workman is employed less than eight (8) calendar days as hereinafter provided.

(c) Any workman who reports to a Job Headquarters either by transfer or initial employment and is either terminated or transferred to another Job Headquarters shall not be entitled to a daily board and lodging allowance unless the duration of his employment at such Job Headquarters is less than eight (8) calendar days, nor shall he be entitled to the allowance if he voluntarily quits or is discharged for cause.

Any workman who is referred for initial employment to a Job Headquarters which has existed or will exist for more than eight (8) calendar days, and who has been advised his initial employment at that Job Headquarters may be completed in less than eight (8) calendar days, shall not be entitled to board and lodging allowance.

11.10 At least three (3) regular workdays' notice shall be given for a transfer from Permanent Headquarters to Job Headquarters or from one Job Headquarters to another, except that only one (1) day's notice is required of assignment to a Job Headquarters of less than eight (8) days' duration, in which case expenses shall be paid.

11.11 If camp accommodations are provided, in lieu of established accommodations, board and lodging will be furnished by the Employer at a cost to the employee not to exceed two dollars and fifty cents ($2.50) per day.

11.12 Board and lodging at thirty dollars ($30.00) shall be paid by the Employer for all employees working out of temporary headquarters for a period of less than eight (8) calendar days.

Maximum of one (1) board and lodging payment per employee per day.

11.13 When ferry and/or toll bridge crossings occur between Job Headquarters and Reporting Headquarters, and from Reporting Headquarters to Job Headquarters, the Employer shall reimburse each employee for all such fares and/or tolls upon receipt. Reimbursement not to exceed the face value of the ticket.

11.14 The Employer shall pay for traveling time and furnish transportation to employees transferred from Permanent Headquarters to Job Headquarters, and from Job Headquarters to Job Headquarters. The Employer shall not be required to pay for traveling time nor furnish transportation after the employee has been terminated.