

Memorandum of Understanding
Bonneville Power Administration
and
International Brotherhood of Electrical Workers, Local 125

**Subject: Live-Line Bare-Hand Work Practices and
BPA/CPTC Collective Bargaining Agreement Interpretations**

The purpose of this memorandum of understanding (MOU) is document the parties agreements pertaining to the use of bare-hand work practices as well as joint interpretations of the BPA and Columbia Power Trades Council (CPTC) agreement for the permanent bare-hand line crew. This MOU supersedes the Live-Line Work Practices for Transmission Line Maintenance MOU, dated April 9, 2008, and Live-Line Bare Hand TLM Crew MOU, dated July 9, 2008.

I. Bare Hand Work Practices

A. Bare-Hand TLM Crew Composition and Qualifications

The bare-hand transmission line maintenance (TLM) crew will be made up of qualified journeyman linemen, which may also include a line equipment operator, who volunteer to perform bare-hand work. The permanent crew will be led by a Lineman Foreman III and Foreman I, and the crew will be staffed appropriately for each job. Employees performing bare hand work practices shall complete specialized training and be certified in the use of bare-hand work practices in accordance with paragraph D below.

All crew members must have and maintain an exemplary safety record. At a minimum, serious violations of safety rules will be grounds for removal from the bare-hand crew and assignment by management to a different TLM crew or position.

B. Apprentice Training

BPA, through the Lineman Apprenticeship Craft Committee and Central Joint Council for Apprentices, shall make modifications to the Standards of Apprentices for the lineman craft to incorporate training on live-line bare-hand work practices at Step V or above. The revision of the apprenticeship standards shall not require an apprentice to "bond on" unless the apprentice has volunteered to do so. All lineman apprentices, however, will be required to complete apprentice program training and meet apprenticeship program objectives to demonstrate their knowledge and understanding of live-line bare-hand work practices (e.g., theory, care of equipment, etc.)

If an apprentice volunteers to be trained and certified in bare-hand work practices, the apprentice will be required to meet apprenticeship program training

hour requirements for bare-hand work practices in accordance with the Standards of Apprenticeship for the Lineman Apprenticeship program.

For purpose of determining the appropriate crew size for a specific task or job, the apprentice may not be counted.

C. Bare-Hand TLM Crew Travel and Work Coordination

The permanent bare-hand TLM crew is a standalone crew in addition to the District Transmission Line Maintenance (TLM) crews and will be expected to travel throughout the BPA system as needed to perform bare-hand work. As such, the crew is in a nearly continuous travel status as a condition of employment. When not performing bare-hand work, members of the crew may be dispatched to work with other crews, or the crew may be assigned other TLM work that does not involve the use of bare-hand work practices. The manager of the bare-hand crew or the Lineman Foreman III/I (or the responsible Planner Scheduler/ Resource Management Specialist) of the crew shall advise the local District Lineman Foreman III in advance of the nature and location of any work performed by the bare-hand crew, whether bare-handing work or otherwise, in the District.

D. Bare-Hand Certification and Work for District TLM Personnel

The following applies to BPA employees that occupy permanent positions on District TLM crews (i.e., excludes employees on permanent bare-hand crew) that request to be trained and certified in bare-hand work practices.

1. To be eligible for consideration by management for bare-hand work practice training and certification, employees must volunteer to receive the training.
2. Employees that volunteer to be trained and certified in the use of bare-hand work practices agree that by doing so, the employee is obligated to perform management assigned bare-hand work for a period of one-year from the date bare-hand certification is obtained.
3. BPA management will attempt to assign work in a manner to minimize travel, when practical to do so.
4. A permanent District TLM employee can opt out of performing bare-hand work after a period of one-year from the date certification is obtained. An employee that opts out of performing bare-hand work is doing so with the understanding that it is BPA's decision whether to grant a request by the employee to be re-certified, except if selected and assigned to the permanent bare-hand crew. BPA, however, will give due consideration to an employee's request to opt out of the one-year commitment early for personal hardship reasons.

5. District TLM lineman that are certified in bare-hand work practices as of February 2012 may opt out of performing bare-hand work by notifying the Manager, Specialty Services (TFHS), in writing, within 30-days of contract ratification.
6. BPA District TLM employees assigned bare-hand work in which travel is required are covered by the provisions of the BPA/CPTC agreement applicable to District Maintenance crews (e.g., paragraph 1-23.07). This, however, does not apply to an employee that accepts a detail on to the permanent bare-hand crew in which case the employee shall be covered by the same provisions as the permanent bare-hand crew.

E. Training Program and Certification Requirements

1. BPA bare-hand training shall be in accordance with OSHA 1910.269(a)(2), which includes familiarizing crew members with safety related work practices, safety procedures, applicable emergency procedures (such as structure and aerial lift rescue), and other safety requirements that pertain to their respective job assignments.
2. Initial training shall consist of a minimum of 80 hours of classroom and hands on training provided by a qualified trainer of bare-hand work practices and techniques. The training shall include, but not be limited to:
 - Bare-Hand Principles
 - Work Rules and Clearances
 - Qualifications for Bare-Hand Work
 - Basic Rigging Principles
 - Safe Working Loads and Limitations of Live-Line Tools
 - Current Leakage Meters
 - Insulated Aerial Device
 - Conductive clothing
 - Live-Line Rope
 - Insulated Ladders
 - Bonding Procedures
 - Gin and Boom Assembly
 - Work Procedures Utilizing Ladders, Aerial Devices, and Conductor Carts
 - Rescue Methods

On a regular and recurring basis, the Foreman III and Foreman I will monitor each crew member to ensure the employee is demonstrating: (1) knowledge of bare-hand rules and procedures; and (2) ability to safely perform bare-hand work, including the control and positioning of personnel support equipment being used.

3. BPA employees engaged in the use of bare-hand work practices shall complete a minimum of 80 hours of specialized training and be certified in the use of bare-hand work practices, except Step V apprentices who may be assigned for training purposes, but are required to complete classroom training prior to the assignment. In accordance with the Bare-Hand Work Manual, BPA employees are required to be re-certified periodically in the use of bare-hand work practices, which requires an employee to successfully

perform a minimum of 40 hours of bare-hand maintenance, periodic refresher training, and performance testing. If an employee's certification expires, the employee will not be permitted to use bare-hand work practices until re-certified.

4. BPA management, during the term of the agreement, will develop and implement an in-house bare-hand work practice training and certification program.

F. Equipment and Tools

The bare-hand crew will be properly equipped with the apparel, tools, and equipment to safely and efficiently perform bare-hand work. All such apparel, tools and equipment shall be tested, stored, and maintained in accordance with OSHA, IEEE, American National Standards Institute (ANSI) and American Society for Testing and Materials (ASTM) standards, and shall be considered personal protective equipment.

BPA will issue each bare-hand certified employee a set of conductive clothing (i.e., suit, socks, etc.) for use when performing bare-hand work. Bare-hand work apparel issued to an employee is BPA property, for which the employee is responsible for the proper care and accountable for its return at the end of their bare-hand assignment or employment with BPA.

G. Safety Requirements

The Lineman Foreman III shall be responsible to ensure that bare-hand work procedures are planned in advance using as-built drawings or actual measurements to determine the location of all grounded and energized parts in the vicinity of the proposed work. Safe distances to the personnel-support equipment, including movements while performing bare-hand work, shall be determined in advance and strictly observed.

The use of bare-hand work practices shall be performed in accordance with the General Work Rules contained in the Bare-Hand Manual.

All bare-hand work will meet or exceed the safety requirements of OSHA 1910 and the BPA Accident Prevention Manual (APM).

H. Bare-Hand Work Practices, Methods, and Techniques

BPA employees shall adhere to the General Work Standards for Bare-Hand Manual and work-specific BPA Standards and Guides, as appropriate.

The development and establishment of all bare-hand work standards shall be consistent with any rules established by the bare-hand arbitration award. The establishment of new and/or revised work standards that are specific to bare-handing work shall occur through a joint labor/management committee that is

composed of up to five delegates each for management and the union. The committee shall attempt to make decisions by consensus, consistent with the protocols established by joint committee. In the absence of consensus, any change requires majority agreement. The parties agree that such bare-hand work standards will not require approval by the Central Safety and Health Committee.

I. Bare-Hand Crew Retreat Rights

A bargaining unit employee (i.e., current BPA employee) selected for the bare-hand TLM crew noted in Section 1 (A) has the right, during the first 90-days following the date bare-hand certification is obtained, to voluntarily retreat to the next available BPA vacancy (that is equivalent to the classification and pay level from which the employee was selected) that occurs after advising the Administration of such intent in writing, provided: (1) that there is such a vacancy within 90-days of advising the Administration; and (2) the employee meets the physical requirements of the position. Any retreat moving expenses will be paid by the employee.

J. Bargaining Obligation or Negotiability Disputes

In the event there is a dispute (bargaining obligation or negotiability) between the parties, including such a dispute in connection with Section 1, paragraph F, the aggrieved party may file an action with the FLRA (mediation-arbitration shall not be used for such disputes).

II. BPA/CPTC Collective Bargaining Agreement Interpretations

The purpose of Section II is to document the parties' agreement regarding the appropriate application of identified sections of the collective bargaining agreement (including joint interpretations and other understandings) for the permanent bare-hand TLM crew, which is regarded as a construction crew for purposes of applying provisions of the BPA/CPTC agreement and accompanying agreements and understandings.

The bare-hand TLM crew travels throughout BPA's service territory performing work. Because the crew will complete work assignments throughout the BPA service territory, it is a roving crew with no assigned geographic area. The crew is in a nearly continuous travel status throughout most of the year as a condition of employment similar to BPA construction staff. As such, the parties acknowledge it is necessary to modify or interpret certain provisions of the collective agreement that are tied to geographical considerations as noted further below. This section also establishes an exception to the rules regarding the Lineman Foreman III working with the tools of the trade.

The modifications and interpretations described below apply to employees who are permanently selected for the bare-hand crew to perform bare-hand work, and employees who accept a detail on to the bare-hand crew and are considered in effect at all times while assigned to the crew (exception: if a member of the crew is

dispatched to work with a District Maintenance crew for a partial or full day, the shop-to-shop rules applicable to the District crew will apply to the employee).

- A. Residence Requirement – There shall be no residency requirement for employees permanently assigned to the bare-hand crew. This does not alter such employees' responsibility for responding to call-outs when reached and in a fit-for-duty status.
- B. Paragraph 1-23.07 – The paragraph does not apply to the permanent bare-hand crew, and to a District TLM employee that accepts a detail on to the bare-hand crew. However, if an employee permanently assigned to the bare-hand crew is temporarily assigned to support a District TLM crew, the employee is regarded as a member of the District TLM crew for purpose of applying this paragraph.
- C. Paragraph 2-2.04 and Appendix A - Under paragraph 2-2.04 and the definition of "Absence" in Appendix A, the parties have historically interpreted "absence" for purposes of determining eligibility for maintenance employees to receive temporary upgrades to include situations in which the Lineman Foreman III is in a duty status, but he/she is working out of the Maintenance District. In these situations, the Foreman I or other journeyman Lineman would be assigned responsibility for the District and upgraded to Lineman Foreman III rate of pay, when the permanent Foreman III was absent from the District for four (4) or more consecutive hours.

Because the bare hand crew is a roving crew with no assigned geographic area, there is no geographic Maintenance District boundary for the Lineman Foreman III to be absent in the situation described above. Therefore, it is agreed to treat the bare-hand crew in the same manner as that used historically for electricians assigned to Construction. Specifically, if the Foreman III is in a duty status, within BPA's service territory and available to discharge his/her Lineman Foreman III responsibilities, there is no requirement for the Administration to upgrade the Foreman I or another crew member to the Foreman III level to be in charge of the bare-hand crew.

- D. Paragraph 1-15.06 – The explanation described below is intended to make clear the appropriate interpretation and application of paragraph 1-15.06 of the collective bargaining agreement regarding entitlements to paid moves.

Subject to other eligibility criteria contained in paragraph 1-15.06, the Administration will be obligated to pay moving expenses when an employee actually relocates to a residence within one-hour of their official duty station in connection with being selected permanently to a position on the live-line bare hand crew. The following are illustrative examples of this interpretation:

- 1) *Paid Move Must Be Paid* - If the selected employee's official duty station of record prior to selection was Pasco, Washington, the employee would be

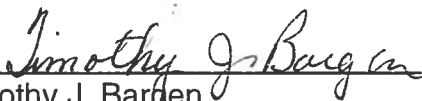
entitled to a paid move, subject to meeting other eligibility criteria of paragraph 1-15.06, if the employee relocates his/her residence to within one-hour of his/her new permanent duty station of Spokane, Washington.

2) *Paid Move Is Not Required* - If the selected employee's official duty station of record prior to selection was Pasco, Washington, the Administration is not obligated to pay moving expenses if the employee relocates his/her residence to a location that is more than one-hour (e.g., The Dalles, Oregon) from his/her new permanent duty station of Spokane, Washington.

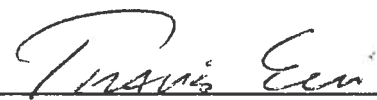
E. Paragraph 1-28.02 – Consistent with the treatment of Construction Electricians, paragraph 1-28.02 (B) will apply to the bare-hand crew and paragraph 1-28.02 (A) would apply only when the crew is not in an official travel status.

F. Paragraph 2-1.07 and Appendix A – Paragraph 2-1.07 and Appendix A establish limitations on the Foreman III classification with respect to handling the tools of the trade to perform journeyman Lineman tasks. However, as an exception to such limitation and as needed to meet minimum requirements for maintaining the Lineman Foreman III (Live-Line) bare-hand qualifications and certification, the parties agree that the Lineman Foreman III (Live-Line) is permitted to plan and schedule work with the intent that his/her working with the tools is essential to the continuation or completion of a task.

Agreed to this 27 day of November 2012:



Timothy J. Borgen
Labor Relations Officer
Bonneville Power Administration



Travis Eri
Executive Secretary
Columbia Power Trades Council