

## **ELECTRICAL WORKERS, IRON WORKERS**

### **Various Items and Interpretation of Paragraph 3 of Agreement—July 7, 1950**

#### **AGREEMENT BETWEEN THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AND THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRON WORKERS**

Form 320

#### **AGREEMENT**

In the interest of mutual progress, resulting from cooperative understanding and effort in behalf of the memberships of the respective organizations, it is hereby agreed by and between Daniel W. Tracy, International President of the International Brotherhood of Electrical Workers and John H. Lyons, General President of the International Association of Bridge, Structural and Ornamental Iron Workers, that the jurisdiction between the two unions shall be and is defined as follows:

1. All work in connection with the assembling and erection of steel switch racks and substations shall be the work of the International Brotherhood of Electrical Workers.

2. All work in connection with the assembling and erection of steel towers used to carry transmission or distribution lines shall be the work of the International Brotherhood of Electrical Workers.

3. The unloading, moving, handling, placing and setting of electrical machinery and equipment when rigging and/or power equipment is used—except “setting electrical motors”, which work is covered by decision held to be operative by the Building and Construction Trades Department—shall be the work of the International Association of Bridge, Structural and Ornamental Iron Workers.

4. All work in connection with the assembling and erection of radio, television, and other structural steel towers, except as provided in Items Nos. 1 and 2 above, shall be the work of the International Association of Bridge, Structural and Ornamental Iron Workers.

It is not the intention of this agreement to alter the present practices of utilities with regard to the work referred to in paragraph 3 above, when performed by their own forces.

It is further agreed, that in the event of a situation developing, which in the opinion of the International President of either of the parties hereto would involve interpretation or application of this agreement, the two International Presidents upon notice of either to the other shall within a period of 2 days of such notice acting directly or through a respective representative of each or either make effort to adjust the situation in conformity with the provisions of this agreement. If such adjustment does not result from this effort within a period of 3 days the matter shall be referred, for decision, to a third party mutually agreed upon by the respective International Presidents. Failing to agree upon the third party, within a period of 3 days, either International President may request the Federal Mediation and Conciliation Service to appoint the third party. The decision by the third party shall be rendered within a period of 5 days and shall be final. Such final decision is hereby agreed to be binding upon both parties and shall be accepted by each. In the meantime, it is understood there shall be no stoppage of work over the situation which developed.

It is further agreed that this agreement shall not relate to or have any bearing on jurisdictional disputes that may exist, or in the future occur, between either of the parties hereto with any other International Union or subordinate body thereof.

The above agreement and understanding was ratified and approved by the General Executive Council of the International Association of Bridge, Structural and Ornamental Iron Workers June 27, 1950, and by the Executive Council of the International Brotherhood of Electrical Workers July 5, 1950, and the General Presidents of the two International Unions have been authorized by their respective Executive Councils to sign same.  
Dated July 7, 1950

Signed: International Association of Bridge,  
Structural and Ornamental Iron Workers  
General President

Signed: International Brotherhood of Elec-  
trical Workers  
International President

#### **INTERPRETATION OF PARAGRAPH 3**

“3. (a) The unloading, handling, and setting of electric motors, cubicles, panel boards, cables and light miscellaneous equipment, in whatever method

required, shall be the work of the International Brotherhood of Electrical Workers.

(b) The unloading, handling, and setting on foundations of generators, turbines, stators, rotors, switch gear, circuit breakers, transformers and heavy equipment, when power equipment and/or rigging is used, shall be the work of the International Association of Bridge, Structural and Ornamental Ironworkers.

(c) Where equipment is to be placed in common stockpile or warehouse and power equipment is used, it shall be the work of the members of the International Association of Bridge, Structural and Ornamental Ironworkers. When no common stockpile or warehouse is used, the equipment to be unloaded with power equipment shall be unloaded by the Ironworkers to the point of installation."

May 5, 1955

Mr. John H. Lyons  
General President  
International Association of Bridge,  
Structural and Ornamental Iron Workers  
3615 Olive Street  
St. Louis 8, Mo.

Dear Jack:

In our discussion here Monday, May 2, 1955, I agreed to abide by the attached agreement negotiated by you and our late President Tracy in 1950 and which agreement was then approved by the Executive Councils of the two organizations.

Since the agreement contains no terminating date, I now agree—without such being added to

the agreement—that it shall continue in effect from year to year unless written notice of a desire to modify, change or terminate the agreement is served by either party upon the other sixty days prior to January 1 of any year.

The agreement, of course, can be reviewed, modified or changed by mutual consent of the parties at any time.

Every good wish.

Sincerely yours,  
/s/ J. SCOTT MILNE  
International President

JSM:q  
encl.

May 5, 1955

Mr. J. Scott Milne  
International President  
International Brotherhood of  
Electrical Workers  
1200 15th Street, N.W.  
Washington, D.C.

Dear Scott:

I have for acknowledgment your letter of May 5 for which I thank you.

Please be advised I have carefully reviewed the contents of your letter and I fully agree with same in its entirety.

With kind personal regards, I am  
Cordially and fraternally,  
/s/ J. H. LYONS  
General President

JHL:q

## **ELECTRICAL WORKERS, IRON WORKERS**

### **Clarification on Motor Generator Sets and Other Items—December 19, 1957**

#### **MEMORANDUM OF AGREEMENT**

The following Memorandum of Agreement between the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS and the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRON WORKERS clarifies and supplements the Agreement of May 5, 1955 between the two organizations on the following items.

It is expressly understood and agreed that this Agreement shall not relate to or have any bearing on jurisdictional disputes that may exist or in the future occur between either of the parties hereto with any other International Union or subordinate body thereof.

#### **Motor Generator Sets**

1. The base of unassembled motor generator sets, when power equipment is required, shall be unloaded and handled to the point of installation by a composite crew composed of equal numbers of Ironworkers and Electrical Workers, the generator shall be handled by the Ironworkers and the motor shall be handled by the Electrical Workers. Unloading and handling of assembled motor-generator sets mounted on a common base, when power equipment is used, shall be performed by a composite crew composed equally of Ironworkers and Electrical Workers not to exceed the required working force of a gang.

#### **Pole Pieces for Assembly of Unassembled Generators When Power Equipment Is Required**

2. Rigging for the unloading, moving and handling of pole pieces to the point of installation shall be performed by Ironworkers. Assembly and installation of pole pieces for the generator shall be performed exclusively by Electrical Workers.

#### **Clarification of the Interpretation of Paragraph 3**

3. (a) "Cubicles" shall be defined to mean metal clad enclosures with one or more partitions containing electrical equipment, instruments, or other apparatus for the control of electricity.

(b) "Stators" and "rotors" shall be defined to mean stators and rotors of generators only. "Switchgear" and "circuit breakers" are generally defined as the type used in outdoor substations and switchyards. When switchgear and circuit breakers are enclosed in cubicles as defined in paragraph (a) above, they shall be handled by Electrical Workers.

(c) When equipment itemized in paragraph (b) is placed in a common stockpile or warehouse by Ironworkers, the same equipment shall be handled by the Ironworkers to the point of installation when the equipment is removed from the common stockpile or warehouse.

Equipment itemized in paragraph (a) and electrical material shall be handled exclusively by Electrical Workers.

Signed for THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS  
GORDON M. FREEMAN,  
*International President*

Signed for THE INTERNATIONAL AS-  
SOCIATION OF BRIDGE,  
STRUCTURAL AND ORNAMENTAL IRON WORKERS  
J. H. LYONS,  
*General President*

DATED: December 19, 1957.

# **ELECTRICAL WORKERS, IRON WORKERS**

## **Installation of Cellular Floor Raceways — August 20, 1970**

August 20, 1970

In Reply Refer to: ARIZ 6/15/70

Henry C. Beck  
Company  
Contractor  
3550 North Central  
Phoenix, Arizona

H. H. Robertson  
Company  
Subcontractor  
221 Indianola Avenue  
Phoenix, Arizona 85012

Gentlemen:

Further reference is made to the jurisdictional dispute between the International Brotherhood of Electrical Workers and the International Association of Bridge, Structural and Ornamental Iron Workers over installing cellular floor used as electrical raceway, First National Bank project, Phoenix, Arizona, Henry C. Beck Co. contractor, H. H. Robertson Company subcontractor.

It has been agreed by the two International Unions involved that:

1. The installation of steel decking for flooring shall be assigned to iron workers.

2. On the installation of steel decking for flooring used as a raceway for electrical wiring, the electrical work in connection with the raceway shall be assigned to electrical workers.

3. The handling of cell units to the proper elevation and all rigging concerned therewith shall be assigned to iron workers. The handling of the cell units from the edge of the building to the point of installation shall be assigned to a composite crew of iron workers and electrical workers.

4. The electrical workers shall lay out the lines for the placement of the cell units. The positioning of the cell units shall be assigned to a composite crew of iron workers and electrical workers. The iron workers then shall weld and/or attach cell units in place.

5. The taping of abutting end joints, installation of cell end closures and inspection of cell units for obstructions shall be assigned to electrical workers.

6. The installation of cel-way units in a basement area or on a pre-poured concrete subfloor in which the cell units do nothing more than provide an electrical raceway, the handling of the cel-way units in these types of installation shall be assigned to electrical workers in their entirety.

7. The installation of other types of steel decking erected without electrical inserts shall be assigned to iron workers in their entirety. Drilling holes, installing electrical inserts shall be assigned to electrical workers.

8. It is also recognized in this directive that the steel erection subcontractor is not required to subcontract any of this work to an electrical contractor and that electrical workers would perform the work that is recognized to be theirs and furnish such necessary manpower to the steel erecting contractor. It is recognized that the steel erectors will sign a short form agreement binding them to pay prevailing rates, health and welfare, pension or any other monetary requirements.

Contractor is directed to proceed with work on this basis.

This directive was predicated upon particular facts and evidence regarding this dispute and shall be effective on this particular job only.

Very truly yours,  
/s/ WILLIAM J. COUR  
Chairman

WJC/lp

cc: J. H. LYONS—Iron Workers, C. H. PILLARD—  
Electrical Workers.