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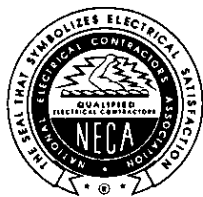
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91 pgs

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**INSIDE CONSTRUCTION
AND
MAINTENANCE
AGREEMENT**

May 1, 2000 - April 30, 2004



BETWEEN

**ST. PAUL CHAPTER,
NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION**

AND THE

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL UNION NO. 110
A.F.L. - C.I.O.**

LOCAL UNION NO. 110

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

1330 Conway Street
Saint Paul, Minnesota 55106
Telephone - (651) 776-4239

James R. Wagner, Business Manager



ST. PAUL CHAPTER

**NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION**

380 East Lafayette Frontage Road
Saint Paul, Minnesota 55107
Telephone - (651) 224-3377

Richard J. Wynne, Secretary-Manager



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NOTE: CHANGES AND REVISIONS IN THIS CONTRACT ARE DENOTED BY UNDERLINING.

CONSTRUCTION AGREEMENT

Agreement by and between the St. Paul Chapter of the National Electrical Contractors Association and Local Union No. 110, I.B.E.W.

It shall apply to all firms who sign a Letter of Assent to be bound by this agreement.

As used hereinafter in this agreement, the term "Chapter" shall mean the St. Paul Chapter of the National Electrical Contractors Association and the term "Union" shall mean Local Union No. 110, I.B.E.W.

The term "Employer" shall mean an individual firm who has been recognized by an Assent to this agreement.

BASIC PRINCIPLES

The intent of this agreement is to establish uniform conditions of employment for electrical employees and such other classifications as come under the scope of this agreement for the purpose of doing electrical construction, maintenance, reconstruction, station and cable work coming under the jurisdiction of Local Union No. 110.

The Chapter 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 Employers, the Union and the public. Progress in the industry demands a mutuality of confidence between the Employers and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common sense methods.

NONDISCRIMINATION

Notwithstanding any provisions of this agreement, it shall be expressly understood and agreed that without regard to race, creed, color, sex, national origin, or physical handicaps (except to the extent that such physical handicaps affect the qualifications for any type of regular work of a journeyman electrician), and/or union membership or lack of such membership, all applicants for employment meeting the requirements of Article XIII shall be referred by the Local Union #110 Referral Hall if work is available.

Male nouns and pronouns, as used in this agreement, are construed to include females.

ARTICLE I
EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES

SECTION 1:

This agreement shall take effect May 1, 2000 and shall remain in effect until April 30, 2004, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from May 1 through April 30 of each year, unless changed or terminated in the way later provided herein.

SECTION 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 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

(c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

(d) In the event that either party, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, has given a timely notice of proposed changes and an agreement has not been reached by the expiration date or by any subsequent anniversary date to renew, modify, or extend this

Agreement, or to submit the unresolved issues to the Council on Industrial Relations, either party or such an Employer, may serve the other a ten (10) day written notice terminating this Agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.

(e) By mutual agreement only, the Chapter, or an Employer withdrawing representation from the Chapter or not represented by the chapter, may jointly, with the Union, submit the unresolved issues to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. Such unresolved issues shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

(f) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

(g) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

SECTION 3:

This agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the I.B.E.W. for approval, the same as this agreement.

SECTION 4: GRIEVANCES AND DISPUTES

(a) During the term of this agreement, there shall be no stoppage of work either by strike or lockout because of any proposed changes in the agreement or disputes over matters relating to this agreement. All such matters must be handled as stated herein.

(b) There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (48) hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

(c) All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this agreement. In the event that these two are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Labor-Management Committee.

(d) All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership, and it shall be counted as though all were present and voting.

(e) Should the Labor-Management Committee fail to agree or to adjust any matter, such may then be referred to the Council on Industry Relations for the Electrical Contracting Industry for adjudication. The council's decision shall be final and binding.

(f) When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matter arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

ARTICLE II EMPLOYER RESPONSIBILITY

SECTION 1: DEFINITION OF CONTRACTOR

It is agreed between the parties that because of the relatively complex nature of electrical wiring, the electrical contractor occupies a position of great trust and responsibility and it is, therefore, necessary that such an employer have certain qualifications, knowledge, experience and financial responsibility. Therefore, an employer who contracts for, or does electrical work is:

(a) *An Individual, Partnership, Firm or Corporation who complies with the laws of the State of Minnesota and the Minnesota State Board of Electricity.*

(b) *The individual, partnership, firm or corporation shall maintain a permanent place of business open to the public during normal business hours, provide proof of financial responsibility to meet the payroll requirements, and employ not less than one (1) journeyman electrician continuously and whose principal business is electrical contracting. Furthermore, such business may be required to furnish proof of the ability to perform electrical work by submitting upon request of the Local Union, a list of tools and equipment available to them which would be required to successfully and safely perform such work.*

(c) **WORKING EMPLOYERS:** *Employers as defined in Article II, Section I of this Agreement, may be permitted to work on jobs under this Agreement subject to the following conditions:*

- i) Only one (1) person who is an owner shall be designated as the working employer. This designation must be in writing notifying the Chapter and the Union prior to the start of work.
- ii) The working employer must obtain a referral from the Referral Hall prior to the start of work.
- iii) All provisions in this Agreement (wages, fringes, working conditions, etc.) shall apply to the working employer except the working employer shall not be required to make contributions to fringe benefits he cannot legally or by policy participate in.
- iv) A working employer may work a maximum of forty (40) hours per week. However, these hours shall be worked during the normal working hours of 7:00 a.m. to 4:30 p.m., Monday through Friday, except for emergency work required by the customer.

(d) Any employer who becomes signatory to this agreement shall make an advance bond payment in an amount as determined by the trustees. Such payment shall be made before any employees are initially referred and shall be made to the M.E.I.B. Wage Benefit Fund.

(e) All employees, except apprentices, shall be employed through the Referral Hall as provided in the Referral Procedures, Article XIII, in this Agreement. Upon referral of an applicant, the referral office shall notify the employer as soon as possible.

(f) An employer signatory to a collective bargaining agreement or to a letter of assent to an Agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

(g) The shop steward shall be advised when an employer is aware in advance of the need to schedule overtime work. No such notice is necessary when overtime results from an emergency nor is the consent or approval of the steward necessary in order for any overtime to be worked. The steward shall be furnished with a list of overtime worked at least once a month, a copy of which shall be posted in the shop. Scheduled overtime shall be distributed as equitably as practicable.

(h) If any firm signatory to this agreement performs any work covered by this agreement under its own name or under the name of another, or a corporation, company, partnership, or other business entity including a joint venture, wherein the employer through its officers, directors, partners or stockholders, exercises either directly or indirectly, management control or ownership, the terms and conditions of this agreement shall be applicable to all such work.

(i) For all employees covered by this Agreement, the employer shall make regular payments to the federal and state governments for Social Security, workers' compensation and unemployment insurance, as provided by law and shall furnish satisfactory proof of such to the Union upon request.

(j) All employer equipment which is permanently leased or owned outright, using public streets and driven by employees under the terms of this agreement, shall bear permanent identification signs, seals, decals or stickers of a size that is legible from a reasonable distance. In the event "legibility" becomes an issue, the Labor Management Committee shall make that determination.

(k) **LOANING EMPLOYEES:** The employer shall not loan or cause to be loaned any employee in his employ whose classification is covered by this Agreement to any other employer without first securing permission of the two parties.

(l) **COMMINGLING EMPLOYEES:** All employees shall be referred from the hiring hall, and the employers shall not commingle their employees with another employer's.

SECTION 2: 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.

ARTICLE III
UNION RECOGNITION - RESPONSIBILITY

SECTION 1:

(a) *The Employer recognizes the Union as the exclusive bargaining agent of all employees covered under this Agreement performing work within the jurisdiction of the Union for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. Any and all such employees shall receive wages as set forth herein and work under the conditions of this Agreement.*

(b) *The employer agrees that all bargaining unit employees shall, as a condition of employment become and remain members of the Local Union. Employees who pay the Local Union's initiation fees (if any) and dues relating to the Union's representational function shall be deemed to have satisfied the membership obligation.*

(c) *In the event any change is made in any applicable labor law or statute by legislation or adjudication which may permit a greater degree of Union security than that provided for in this Agreement, it is agreed that upon written notice served by the Union upon the Employer, the contract shall be considered open to renegotiate such provisions of the Agreement as may be affected.*

(d) *The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.*

(e) Employees who are subject to employment by employers under the terms of this Agreement shall not act in the capacity of employers, nor compete with employers by doing contract work.

SECTION 2:

(a) The Business Manager of the Union or his designated representative shall be allowed access at any shop or job at any reasonable time where employees covered under the terms of this agreement are employed.

(b) The Business Manager of the Union shall have the right to appoint a working shop or job steward where four or more employees are employed under this agreement. The Union shall notify the employer in writing and the Chapter when stewards are appointed. It is understood that the union will not appoint an individual as shop steward who has worked in the shop less than 30 calendar days. The 30-day requirement shall be waived, however, for traveling contractors, newly-organized shops, and for shops in which the existing steward must be replaced, but no existing employees wish to assume the duties of steward.

(c) In the event it is necessary that the employer reduce his work force in the shop or on the job, the shop or job steward shall not be terminated until there are four (4) or less employees working in the shop or on the job. Properly designated foremen, general foremen, and general foremen-in-charge who have been working in such capacity as per Article VII, Section 1 (a) through (f) of the Construction and Maintenance Agreement may be bypassed during a steward layoff, but they shall be included in the four employee count as described above.

(d) In the event of a dispute or controversy arising on any job involving employees working under the terms of this Agreement, the employees shall remain at work and report their grievance to the steward. Should the steward be unable to satisfactorily adjust such dispute or controversy, he shall notify the Business Manager of the Local Union.

(e) A steward shall be given reasonable time to perform his duties without loss of wages and benefits providing he notifies his immediate supervisor. If he has no immediate supervisor, he must call the shop when he is to be absent for the purpose of carrying out his responsibilities. In the event of a dispute between the steward and the employer with respect to the steward's proper and intended use of time off the job for the performance of steward's duties, the steward or the employer may file a grievance which shall be handled in accordance with the grievance procedure outlined in this agreement.

SECTION 3: WORK COVERED

(a) This Agreement covers all work under the jurisdiction of the Union, which includes installation, whether of a temporary or permanent nature, in connection with heat, light, power, and maintenance in buildings or in the course of construction or renovation. Such work shall be the work of employees covered under this Agreement. "Maintenance" shall be construed to mean to keep in repair and operating condition all electrical equipment, services and connections thereto.

(b) All chasing, channeling, opening and closing of places for electrical work to be installed shall be performed by employees under the terms of this Agreement. The handling and moving of all electrical materials, motors, apparatus, etc. shall be performed by employees covered under this Agreement except where life or property is jeopardized to the extent that work must be sublet to a licensed, bonded mover. The electrical contractor and the Business Manager shall jointly determine the need for the service of such mover before the work is sublet. Such work by a licensed, bonded mover shall be directed by the employees in the classifications covered herein.

(c) As a primary working condition, all fabrication of materials, of the nature specified in separate amendments, negotiated from time to time by the parties signatory hereto, shall be performed on the job site or in a shop of the employer signatory hereto, which shop is located within the jurisdiction of the Union signatory hereto, except as otherwise mutually agreed upon with relation to any particular job. This provision shall not be circumvented by any arrangement such as a joint venture, the effect of which is to avoid its application directly or indirectly. Amendments referred to above shall become a part of this Agreement as outlined in Article I, Section 2 of this Agreement.

(d) The policy of the members of the Local Union is to promote the use of materials and equipment manufactured, processed, or repaired under the economically sound wage, hour and working conditions of their fellow members of the International Brotherhood of Electrical Workers.

SECTION 4: EMPLOYEE RIGHTS AND RESPONSIBILITIES

Employees covered by this agreement shall have the following rights free of any discharge or disciplinary action:

(a) To refuse to cross any lawful primary picket line.

(b) To refuse to perform any service which his employer undertakes to perform as an ally of any employer or person whose employees are on strike and which service, but for such strike, would be performed by the employees of the employer or person on strike.

(c) To refuse to perform any work on a job on which there is an active jurisdictional dispute between the International Brotherhood of Electrical Workers and another building trades labor organization where such dispute would directly affect the job duties and functions of the employee. If such a jurisdictional dispute should occur, the parties agree to meet promptly in order to attempt to resolve it through approved procedures.

(d) Employees who refuse to work on projects where a legal reserve gate has been established will not be afforded the protection of this Section.

EXAMPLES OF THE DUTIES OF A STEWARD

Examples of the duties of a steward shall consist of, but shall not be limited to:

- (1) Determine that an up-to-date employee list is posted in the employer's shop at all times.
- (2) Attempt to settle disputes between the employer and his employees arising from the application or interpretation of this Agreement.

- (3) Attempt to adjudicate differences between crafts in order to settle jurisdictional disputes on the job.
- (4) To assure as far as possible that all jobs shall be performed with maximum safety.
- (5) Report to the Business Manger of the Union all alleged violations of this Agreement which he is unable to settle.

SECTION 5: LOCAL GRIEVANCE PROCEDURE

(a) The Chapter shall recognize the Union stewards who have been properly designated in accordance with Union rules and the provisions of this agreement as initial grievance representatives of the bargaining unit. The Union shall notify the Employer in writing of the name of the steward and of any successors when so named.

(b) It is recognized and accepted by the Chapter and the Union that the processing of grievances may be accomplished during working hours. The steward and a grieving employee shall suffer no loss of wages and benefits when a grievance is processed during working hours, provided the steward and the employee have notified their immediate supervisor. If they have no immediate supervisor they must call the shop.

(c) The procedure established by this Article shall be the sole and exclusive procedure for the processing of grievances initiated by either party which are defined as an alleged violation of the terms and conditions of this agreement.

Grievances shall be handled in conformance with the following procedure:

STEP 1.

Upon the occurrence of an alleged violation of this agreement, the employee involved and the steward shall attempt to resolve the matter on an informal basis with the employee's immediate supervisor. If the matter is not resolved to the employee's satisfaction by the informal discussion, it shall be reduced to writing and referred to Step 2 by the Union steward. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged Section(s) of the agreement violated, and the relief requested. Any alleged violation of the agreement not reduced to writing by the Union within two (2) working days of the first occurrence of the event giving rise to the grievance or within two (2) working days after the employee, through the use of reasonable diligence should have had the knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived.

STEP 2.

Within two (2) working days after receiving the written grievance, a designated Employer supervisor shall meet with the Union steward and attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unresolved, the Employer shall reply in writing to the steward within two (2) working days following this meeting. The Union may then refer the grievance in writing to Step 3 within two (2) working days following receipt of the Employer's written answer. Any grievance not referred in writing by the Union within two (2) working days following receipt of the Employer's answer shall be considered waived.

STEP 3.

Within two (2) working days following receipt of a grievance referred from Step 2 or a grievance initiated by the Chapter, the Chapter Manager and the Union Business Manager or their designated representatives shall meet and attempt to resolve

the grievance. Within two (2) working days following this meeting, the Chapter shall reply in writing to the Union stating the disposition of the grievance or vice-versa if the grievance is initiated by the Employer. If, as a result of the written response the grievance remains unresolved, the matter may be referred to the Local Labor-Management Committee. Any grievance not referred to the Local Labor-Management Committee within five (5) working days following receipt of the Chapter's answer shall be considered waived.

Times referred to herein may be extended by mutual consent.

ARTICLE IV
INDUSTRY FUND AND OTHER TRUST FUNDS

SECTION 1: NATIONAL ELECTRICAL INDUSTRY FUND

Each individual employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

a. Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 man-hours.

b. One-hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year. (Productive electrical payroll is defined as the total wages including overtime, paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

SECTION 2: ST. PAUL ELECTRICAL CONSTRUCTION MEDICAL REIMBURSEMENT PLAN

The parties hereto have agreed to the establishment of the St. Paul Electrical Construction Medical Reimbursement Plan and have entered into an amended agreement and Declaration of Trust to which each employer shall contribute an amount as determined by the parties. These contributions shall be used to provide health, dental, sickness, permanent disability or other welfare benefits for such employees as may qualify under the rules which the Board of Trustees of the Plan may adopt and promulgate and in the amounts which the Board may decide are proper and possible with the funds hereby made available. The parties hereto agree to accept and to be bound by the terms and provisions of the Trust Agreement establishing the above Plan, together with all amendments thereto and such rules and regulations as may be made from time to time by the Board of Trustees.

SECTION 3: ST. PAUL ELECTRICAL WORKERS' CONSTRUCTION PENSION PLAN

The parties hereto have agreed to the establishment of a Trust for the purpose of providing retirement benefits, to which each employer shall contribute an amount as determined by the parties. These contributions shall be used to provide for the payment of retirement and other benefits in accordance with the rules contained in the above-referenced Trust, "The Pension Plan," of the St. Paul Electrical Workers' Construction Pension Plan and such rules and regulations as are adopted and promulgated by the Trustees. The parties hereto agree to accept and to be bound by the terms and provisions of the Trust Agreement establishing the above Plan, together with all amendments thereto and such rules and regulations as may be made from time to time by the Board of Trustees.

**SECTION 4: ST. PAUL ELECTRICAL CONSTRUCTION
WORKERS' SUPPLEMENTAL PENSION PLAN**

The parties hereto have agreed to the establishment of the *St. Paul Electrical Construction Workers' Supplemental Pension Plan* to which each employer shall contribute an amount as determined by the parties.

These contributions shall be used to provide benefits for such employees as may qualify under the rules which the Board of Trustees may adopt and promulgate. The parties hereto agree to accept and to be bound by the terms and provisions of the Trust Agreement establishing the above Plan, together with all amendments thereto and such rules and regulations as may be made from time to time by the Board of Trustees.

**SECTION 5: ST. PAUL ELECTRICAL CONSTRUCTION
WORKERS' 401(k) PLAN**

The parties hereto have agreed to the establishment of the *St. Paul Electrical Construction Workers' 401(k) Plan* for which the employer agrees to deduct weekly from the hourly wages and forward monthly an amount determined by the participant in accordance with the rules established by the Board of Trustees.

These contributions shall be used to provide benefits for such employees as may qualify under the rules which the Board of Trustees may adopt and promulgate. The parties hereto agree to accept and to be bound by the terms and provisions of the Trust Agreement establishing the above Plan, together with all amendments thereto and such rules and regulations as may be made from time to time by the Board of Trustees.

SECTION 6: ST. PAUL ELECTRICAL WORKERS' REGULAR VACATION AND HOLIDAY TRUST

The parties hereto have agreed to the establishment of a Trust for the purpose of providing Holiday and Regular Vacation Benefits to which each employer shall contribute an amount as determined by the parties. These contributions shall be used to provide for the payment of Holiday and Regular Vacation Benefits in accordance with the rules and regulations established and promulgated by the Trustees. The parties hereto agree to accept and to be bound by the terms and provisions of the Trust Agreement establishing the above Plan, together with all amendments thereto and such rules and regulations as may be made from time to time by the Board of Trustees.

SECTION 7: NATIONAL ELECTRICAL BENEFIT FUND (PENSION BENEFIT)

It is agreed that in accordance with the National Employees Benefit Agreement entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, that unless authorized otherwise by the National Employees Benefit Board the individual employer will forward monthly to the designated Local Secretary Treasurer an amount equal to 3% of his gross monthly labor payroll, which he is obligated to pay to the employees in this bargaining unit and a completed payroll report prescribed by the National Board. The payment shall be made by check or draft and shall constitute a debt due and owing to the National Board on the last day of each calendar month, which may be recovered by suit initiated by the National Board or its assignee. The payment and payroll report shall be mailed to reach the office of the appropriate Local Secretary-Treasurer not later than fifteen (15) calendar days following the end of the calendar month.

Individual employers who fail to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been made to the Local Secretary-Treasurer.

The failure of an individual employer to comply with the applicable provisions of the National Employees Benefit Agreement shall also constitute a breach of this labor agreement.

SECTION 8: ST. PAUL ELECTRICAL CONSTRUCTION WORKERS' RESERVE TRUST PLAN

The parties hereto have agreed to the establishment of the St. Paul Electrical Construction Workers' Reserve Trust and have entered into an agreement and Declaration of Trust to which each employer shall contribute an amount as determined by the parties.

These contributions shall be used to provide benefits for such employees as may qualify under the rules which the Board of Trustees may adopt and promulgate and in the amounts which the Board may decide are proper and possible with the funds hereby made available.

The parties hereto agree to accept and to be bound by the terms and provisions of the Trust Agreement establishing the above Plan, together with all amendments thereto and such rules and regulations as may be made from time to time by the Board of Trustees.

SECTION 9: LOCAL AND NATIONAL LABOR MANAGEMENT COOPERATIVE COMMITTEES

Part A. Local Labor Management Cooperative Committee:

The parties agree to participate in the Labor Management Cooperative Committee, or its successor, which is established under the authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 USC S175 (a) and S302 (c) (9) of the Taft-Hartley Act, 29 USC S186 (c) (9). The purposes of this committee are:

- (a) to improve communications between representatives of labor and management;
- (b) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (c) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (d) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the construction industry;
- (e) to enhance the involvement of workers in making decisions that affect their working lives; and
- (f) to do any and all other lawful activities authorized under the Act.

The Committee shall function in accordance with, and as provided in the Agreement and Declaration of Trust of the Labor Management Cooperation Committee, and the subsequent amendments thereto. Employers making contributions shall be entitled to participate therein, as provided in said Agreement and Declaration of Trust.

Each employer shall contribute an amount to the trust as determined by the parties.

Part B. National Labor Management Cooperative Committee:

(a) The parties agree to participate in the NECA/IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C., 175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C., 186(c)(9). The purposes of this fund include the following:

- i to improve communications between representatives of labor and management;
- ii to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- iii to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- iv to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;

- v to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- vi to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- vii to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- viii to engage in public education and other programs to expand the economic development of the electrical construction industry;
- ix to enhance the involvement of workers in making decisions that affect their working lives; and
- x to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

(b) The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

(c) Each employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The St. Paul Chapter, NECA, or its designee, shall be the collection agent for this Fund.

(d) If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20.00), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

SECTION 10: ADMINISTRATIVE MAINTENANCE FUND

All employers signatory to this agreement shall contribute an amount as determined by the Chapter's Board of Directors to the Fund.

Funds collected are to be for the purposes of administration of this labor agreement, including the handling of grievances, and all other management duties and responsibilities pertaining to this agreement.

Administrative Maintenance Fund contributions shall be submitted with all other fringe benefits as provided in Section 12(a) of this Article by the 15th of the month following the month for which remittances are made.

The enforcement for delinquent payments to the fund shall be the sole responsibility of the fund and the St. Paul Chapter, N.E.C.A.; the Local Union shall not be responsible for the collection of funds, nor shall the St. Paul Electrical Industry Administrative Service Corporation, nor the trustees of the various other funds described in this article.

The fund will be solely administered by the St. Paul Chapter, N.E.C.A., and will not be used in any manner detrimental to the Local Union or the I.B.E.W.

SECTION 11. SUPPLEMENTAL UNEMPLOYMENT BENEFIT FUND (sub-fund)

Should Local 110 determine that the establishment of a Supplemental Unemployment Benefit Fund is necessary and practicable during the term of this agreement, they shall have the right to establish such a fund utilizing the funds available within the wage/fringe benefit packages established herein.

SECTION 12: TRANSMITTAL OF EMPLOYER CONTRIBUTIONS

(a) There is hereby established the Electrical Industry Fringe Benefit Receiving Account. In order to simplify the method by which contributing employers may make contributions herein referred to, all contributing employers shall comply with the payment schedules, reporting and payroll procedures developed for the above-mentioned Receiving Account, including the use of a form provided for reporting such information as is thereon requested.

(b) The Electrical Industry Fringe Benefit Receiving Account shall transmit the 3% NEBF contribution to the Local Secretary-Treasurer, the 1% NEIF contribution to the National Electrical Industry Fund Account, and any Administrative Maintenance Fund contributions to the St. Paul Chapter, N.E.C.A.

(c) The remaining employer contributions on all classifications, excluding apprentices, shall be remitted to the appropriate trust funds as specified in Appendix A.

(d) The employer contributions required for apprentices on local fringe benefits shall be as specified in Appendix B.

SECTION 13: DEFAULT IN PAYMENTS

(a) **Due Date for Contributions.** All payments provided for in this Agreement are due and payable on the 15th of the month following the month during which the work was performed for which contributions are required ("Due Date"). Any employer who has not made the required payment by the 15th of the month, shall be notified in writing that the 15% penalty has been invoked.

(b) **Delinquencies Resolved Before Institution of Suit.** If payment of contributions are not paid by the Due Date specified in Section 13(a) above, but are paid prior to the institution of suit therefor, the follow rules shall apply:

1. If the payments required as outlined in this agreement are not received by the 15th of the following month, there shall be added a penalty equal to 15% of the total amount due and owing to the Electrical Industry Fringe Benefit Receiving Account for all items other than NECA service charges on the EIFBRA report form plus fifty dollars (\$50.00) per day (Saturdays, Sunday and holidays included) for each day that contributions are delinquent. Notwithstanding the foregoing, however, the maximum penalty payable by a delinquent employer is the amount determined pursuant to Section 502(g) of ERISA.

2. If a contractor is delinquent for any further consecutive months, there shall be added a 20% penalty of the above amounts.

3. Upon evidence of reasonable cause, the initial 15% penalty (but not the \$50.00 per day penalty) may be waived by the Trustees upon the joint written recommendation of the Business Manager and Chapter Manager but in any event, such penalty cannot be waived if payment is not received by the 25th of the month in which the Due Date falls.

4. Unless the delinquency in contributions is completely paid within the same month as the Due Date, fees of attorneys, accountants or other experts incurred to calculate, collect or assist in the collection of any delinquent contributions shall be added to the amount due hereunder.

(c) **Delinquencies Resolved After Commencement of Suit.** If, as a result of violations of this Section, it is necessary for the Union and/or Trustees of the joint Trust Funds to institute court action to enforce an award rendered in accordance with (a) and (b) of this Section, or to defend an action which seeks to vacate such award, the delinquent contractor shall pay:

1. The unpaid contributions past due; plus

2. Interest on such unpaid contributions determined at the rate then being charged for delinquent payments of federal income tax pursuant to Internal Revenue Code Section 6621, calculated from the original Due Date thereof until the date of actual payment; plus

3. Liquidated damages equal to the greater of: (A) the amount of interest charged pursuant to subsection 13(c)(2), above, or (B) 20% of the unpaid contributions; plus

4. Reasonable attorneys fees and the cost of the action; plus

5. Such other legal or equitable relief as the court may deem appropriate.

(d) Any employer working under the provisions of this agreement who is found to be delinquent in his payments with reference to wages, checkoff of Union dues, authorized Credit Union deductions, United Way and contributions required by the agreement to be made to the Electrical Industry Fringe Benefit Receiving Account, shall be subject to immediate cancellation of the agreement, after the employer has been sent one warning notice in writing. Such cancellation shall not be determined as or considered to be a strike, walkout, or stoppage of work and is subject to approval of the International President.

(e) Any employer signatory to this agreement who is in default on any payment or payments per Article IV, Section 13 herein, shall, in addition to all of the foregoing, be required to make an advance payment to the Electrical Industry Fringe Benefit Receiving Account equal to the estimated liability of such employer for two months. Without such advance payment, existing employees may not be allowed to continue employment under the provisions of this agreement. The employer shall be required to continue to make such advance payments until a period of twelve (12) consecutive months have passed during which such employer has not been in default for any payments required to be made. Subsequent payments shall be made at the time and in the manner prescribed by the Trustees of the affected Trusts. If at any time the employer's estimated payments are below those of his actual liability, he shall remit the difference at the time and in the manner prescribed for regular payments to the Receiving Account. If his estimated payments are higher, they shall be applied as a credit toward his next month's estimated payments.

This payment must be in the form of a bond, advance deposit, or letter of credit in form and content acceptable to the Trustees.

ARTICLE V SUBLETTING WORK

(a) The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual employer of the approved agreement of this or any other Local Union of the IBEW, other than violations of paragraph (b) of this Article, will be sufficient cause for the cancellation of this Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

(b) The subletting, assigning or transfer by an individual employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its local unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other local union to be performed at the site of construction, alteration, painting, or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

(c) All charges of violations of paragraph (b) of this Article shall be considered as disputes and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

ARTICLE VI
WORKING CONDITIONS - WAGES - HOLIDAYS

SECTION 1: HOURS

(a) Eight (8) hours of work between the hours of 7:00 a.m. and 4:30 p.m. with thirty (30) minutes for lunch period shall constitute a normal working day. Forty (40) hours within five (5) such work days, Monday through Friday inclusive, shall constitute a normal work week.

(b) The hours of work referred to in this section are modified to 6:00 a.m. to 6:00 p.m. to meet the needs of the contractor. Any variations outside of 6:00 a.m. to 6:00 p.m., are subject to prior notification of, and approval by, both parties. Any dispute regarding the intent of this modification is subject to the action of the Labor-Management Committee.

(c) When employees are ordered to report to the employer's shop in the morning, they shall report ready for work at 8:00 a.m.; when ordered to return to the shop at quitting time, they shall report not later than 4:30 p.m. When instructed to report on the job, employees shall be at the job ready for work at 8:00 a.m. and shall remain on the job until regular quitting time unless otherwise ordered by the employer. The starting and quitting times may be adjusted in accordance with Sections 1(a) and (b) of this Article.

(d) Employees ordered to report for work during regular working hours when conditions are such that they cannot work, shall receive two (2) hours' pay.

(e) Any employee called to work outside his regular working hours shall receive not less than the equivalent of two (2) hours' straight time pay or the prevailing rate whichever is greater. The time that the employee receives the call shall be his starting time and the time of his arrival back at his residence shall be his quitting time.

(f) An employee may be sent home due to a lack of work for up to two (2) working days. If no work is available after two (2) working days, and should the employee request it, he shall be given a reduction in force.

SECTION 2: RATES OF PAY

- (a) STRAIGHT TIME - All work performed within a normal work day as defined above shall be paid at straight-time rates.
- (b) TIME AND ONE-HALF – One-and-one-half (1-1/2) times the straight-time rate of pay shall be paid for all hours worked outside the normal work day through the twelfth (12th) hour worked, providing such overtime hours commence within two (2) hours after the close of that particular normal work day.
- (c) DOUBLE TIME - Two (2) times the straight-time rate of pay shall be paid for:
- i) all hours worked on Saturdays;
 - ii) all hours worked on Sundays;
 - iii) all hours worked on the following holidays:

New Year's Day *
Memorial Day
Independence Day *
Labor Day **
Thanksgiving Day
day after Thanksgiving
Christmas Eve (when Christmas Eve
falls on Monday, Tuesday,
Wednesday or Thursday it is a
recognized holiday; when Christmas
Eve falls on Friday, Saturday or
Sunday it is not a recognized
holiday).
Christmas Day *

* If the holiday falls on Saturday,
Friday will be the designated day off.
If the holiday falls on Sunday,
Monday will be the designated day
off.

** No work shall be performed on
Labor Day except in cases of
emergency, and then only after
permission is granted by the
Business Manager of the Union

- iv) all hours worked between
midnight and 6:00 a.m.;
- v) all hours worked outside the
normal work day beyond the twelfth (12th)
consecutive hour;

vi) all hours worked outside the normal work day if such overtime work begins more than two (2) hours after the close of that particular work day.

(d) **EMERGENCY WORK AT TIME AND ONE-HALF** – One-and-one-half (1-1/2) times the regular rate of pay shall be paid for all work performed outside the normal work day if such work is necessitated by immediate attention because of wind, flood, or other natural disasters or because of emergency caused by fire or electrical accident which results in potential danger to life or property.

(e) No employer or any of his employees covered under this Agreement, or the bargaining agent for such employees, shall give or accept directly or indirectly any rebate of wages. Any employer found violating this provision shall be subject to having his agreement terminated.

(f) Overtime will not be paid without completion of a full shift unless an acceptable reason for an absence during the regular shift hours has been relayed to the person in charge.

(g) In case of any grievance with reference to wage and fringe payments, the Business Manager of the Union and the Chapter Manager or their designated representatives shall have the right to examine the records of the employer relating to such grievance.

(h) An applicant rejected prior to reporting to the shop or to a job shall not be entitled to any pay.

(i) Should an applicant be rejected upon reporting to the shop or to a job, he shall be entitled to two hours' pay, however, no applicant shall be entitled to such compensation from a given employer more than once in any twelve-month period. Compensation shall be in the form of an expense reimbursement in an amount equal to two hours' straight-time wages (with no fringe benefits) within the timeframe of the next regularly scheduled payroll period.

SECTION 3: SHIFT WORK

(a) When so elected by the contractor, multiple shifts of at least (5) days' duration may be worked. When two (2) or three (3) shifts are worked, the first shift shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Employees who work on the first shift shall receive eight (8) hours' pay at the regular hourly rate for eight (8) hours' work.

b) The second shift shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Employees who work on the second shift shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7-1/2) hours' work.

(c) The third shift shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Employees who work on the third shift shall receive eight (8) hours' pay at the regular hourly rate plus 15% for seven (7) hours' work.

(d) A lunch period of thirty (30) minutes shall be allowed on each shift.

(e) All overtime work required after completion of a regular shift shall be paid at one-and-one-half (1-1/2) times the shift hourly rate.

(f) There shall be no pyramiding of overtime rates and double the straight-time rate shall be the maximum compensation for any hours worked. There shall be no requirement for a first shift when either the second or third shift is worked.

SECTION 4: ADJUSTMENT OF SHIFT HOURS

The parties agree to the adjustment of shift hours by the contractor to meet the needs of, or requirements of, a customer. The employer must notify the Chapter Manager and Business Manager prior to such change. When hours are changed the employee shall be compensated in accordance with the appropriate shift rate. Any dispute regarding the interpretation of, or intent of, this provision shall immediately be referred to the Labor-Management Committee.

SECTION 5: MEAL BREAK

If an employee is required to work eleven (11) consecutive hours or more that involves scheduled overtime, he shall be allowed to take a thirty (30) minute meal break. Such meal break shall be taken within the first two (2) hours beyond the close of the regular work day. However, time off for meals will not be counted as time worked.

SECTION 6: INDUSTRY TIME OFF AND UNEMPLOYMENT EMERGENCIES

(a) On or before November 1st of each year the two parties shall survey the anticipated manpower needs of the industry for the months of January through May of the following calendar year, taking into account the employers' projected work loads, utilization of industry time off, and the probable number of layoffs that can be expected. All employers shall respond as accurately as possible to the two parties within twenty (20) days.

(b) An unemployment emergency may be declared by the contractor on an individual shop basis.

(c) When the contractor declares an unemployment emergency he shall notify all employees in the shop and the Business Manager, Chapter and Referral Office immediately.

For rules on industry time off utilization and additional information concerning unemployment emergencies, please see Appendix C.

SECTION 7: PREMIUM PAY

In the event a dispute arises over the determination of work qualifying for such premium pay as outlined below, the parties will meet within twenty-four (24) hours to settle the dispute. If work is in progress when the dispute arises, it shall continue uninterrupted until the parties meet as provided above. If the parties cannot come to an agreement, the dispute shall be settled in accordance with the provisions of Article III, Section 5 (b).

These premium provisions do not apply to work within completed, structurally reinforced or non-reinforced tunnels which have been in existence and use.

(a) Certain work on smokestacks, poles or structural steel towers, and bridges over water requiring employees with special talents in climbing or working at unusual heights away from solid, guarded platforms, scaffolds or permanent enclosed ladders shall receive premium pay at the rate of 50% above the rate applying at the time such work is performed.

(b) Within deep wells and tunnels excavated beneath the surface of the earth which are under construction, employees shall qualify for premium pay as follows:

Fifty percent (50%) of the hours worked shall be paid at the rate applying at the time the work is performed; the other fifty percent (50%) shall be paid at one-and-one-half (1-1/2) times the rate applying at the time the work is performed.

SECTION 8: WORK-RELATED INJURIES

(a) An employee injured on the job shall be reimbursed for actual time lost while receiving medical care on the day such accident occurs. In the event such injured employee is *instructed by the doctor not to return to work the day of the accident*, such employee shall be entitled to full wages and benefits for that day, and any mileage and parking incurred due to the injury.

(b) Any employee who has been injured, who feels he is ready to return to work, upon certification from his physician, shall report to his employer, or if unemployed, to the Administrator of the Referral System.

SECTION 9: LOCAL TRANSPORTATION

(a) When an employee is requested by the employer to go from the shop to the job, or return, or from job to job and is requested to use his own automobile, and he agrees, the employee shall be reimbursed at the current IRS optional mileage rate with a minimum of fifty cents (\$.50) per job order of less than one (1) mile and one dollar and fifty cents (\$1.50) per job order of one (1) mile or more, plus reimbursement for necessary parking fees which the employee may be obligated to pay.

The local mileage rate shall be adjusted each contract year as of May 1st to reflect the current IRS optional mileage rate.

(b) Employees who use their own automobile at the request of the employer and in the interest of that employer, shall be allowed to carry minor electrical materials and shop tools not to exceed that which can be carried in a two-cubic-foot box.

SECTION 10: PARKING

The employer shall provide parking at no cost to the employee when free space is not available within three (3) blocks of the job site.

SECTION 11: PROJECT RULES

It is agreed by the Union that all of the employees covered by this Article shall be made aware of project-specific rules and regulations by the employer at the time of their assignment, and that they shall be bound by them throughout the duration of their assignment to that project.

ARTICLE VII GENERAL RULES

SECTION 1: FOREMAN CLASSIFICATIONS

All foremen, general foremen, and general foremen-in-charge shall possess a State of Minnesota electrician's license.

(a) On any jobs requiring from three (3) to ten (10) employees inclusive, one such employee shall be designated by the employer as a working foreman, i.e., no working foreman shall be required to supervise more than nine (9) employees. An additional working foreman shall be designated for each additional nine (9) employees or fraction thereof employed on the same job.

When two (2) working foremen have been designated on a job, one shall be classified as a general foreman. A general foreman shall not be permitted to supervise more than one job site that requires a general foreman, nor shall he be permitted to supervise more than four crews at any one time. For each additional four (4) crews or fraction thereof, another general foreman shall be appointed. When more than one (1) general foreman is employed on the same job, the first general foreman selected shall be general foreman in charge.

(b) On any job having a general foreman, foremen will not take directions or orders or accept layout of any job from anyone except the general foreman. On jobs having a foreman, employees will not take directions or orders or accept the layout of any job from anyone except the foreman.

(c) The foreman on each job shall be responsible for the safety of men working under his supervision and he shall also be responsible for seeing that the necessary equipment is furnished by the employer for the safety of the employees.

d) On any job having a regular working foreman or general foreman as described in paragraph (a) of this Section, and such foreman or general foreman is absent from the job, the employer shall, after two (2) days, designate another employee as foreman or general foreman during the balance of such absence.

(e) Only Group I employees, if available, shall be general foremen.

(f) All individuals covered by this section shall successfully complete training in the following areas:

- First Aid/CPR (must be kept up to date)
- Leadership

All training must be approved by the St. Paul Electrical Industry JATC.

Individuals covered under this section at the inception of this agreement shall complete the required training by the expiration of the agreement.

All individuals newly appointed to foreman, general foreman or general foreman in charge positions will have one year from the time of their appointment to complete the training requirements.

THESE REQUIREMENTS FOR TRAINING ONLY APPLY TO THOSE INDIVIDUALS COVERED BY THIS SECTION BY VIRTUE OF THE PROVISIONS OF SECTION 1(a) ABOVE.

SECTION 2: SPECIALTY SKILL REQUIREMENTS

(a) CABLE SPLICERS:

- (i) *The work of joining and terminating lead covered or shielded cables rated in excess of 1000 volts shall be performed by cable splicers. Cable splicers shall not be required to work on wires or cables when the difference in potential is over 300 volts between any two conductors, or between any conductors and ground, unless assisted by another journeyman. In no case shall cable splicers be required to work on energized cable carrying in excess of 500 volts.*
- (ii) Cable splicers shall furnish only hand tools.

(b) COMMERCIAL DRIVER'S LICENSE:

If an employer requests that an employee obtain a Commercial Driver's License (CDL) or that an employee renew a CDL, and should the employee agree, the following conditions shall be met:

- the employer shall cover the costs of obtaining the license, including the cost of providing a vehicle for use during the test, the cost for the license itself, and for the time spent obtaining the license in accordance with the wage and fringe benefit provisions in this agreement.

(c) **MASTER'S LICENSE:**

- (i) Local Union 110 members employed by signatory employers who meet the definition of a contractor in Article II, Section 1 may be requested to place their Master Electrician's License on record with the State of Minnesota. These members shall be compensated as a minimum at the highest pay classification in this agreement.

- (ii) The Local Union will not refer a member as a Master Electrician in order to fulfill state requirements for a new signatory or a traveling contractor.

SECTION 3: TOOLS

(a) Journeymen wiremen shall provide themselves with the tools from the following lists, and a toolbox sufficient to hold them:

A List	B List
<p>pocket tool pouch and belt <i>chalk line (100' line)</i> crescent wrench 10" combination open end box wrench set (3/8, 7/16, 1/2, 9/16 5/8, 11/16, 3/4) cold chisel 1/2" center punch 6" <i>taps, (6/32, 8/32, 10/32, 10/24, 1/4"/20)</i> tap wrench or wrenches to fit above taps hacksaw to accommodate 12" blades flashlight (2 D-Cell) tester for maximum 600V (solenoid-type with case) combination square 12" plumb bob and line 2 pair 10" channel locks or equal Allen wrench set 0-1/2 20 oz. hammer, Klein 801-20 or equal drills in accordance to tap size plus 3/8" and 1/2" knockout punch 1/2" to 1-1/4" w/leather case keyhole saw 12" blade (aluminum handle) or sheetrock saw</p>	<p>6' folding rule (inside reading) <i>steel tape measure (25')</i> 9" magnetic torpedo level side cutting pliers, 9" Klein or equal screwdrivers 3/16 x 4", 1/4 x 8", 3/8 x 12" wire stripper for standard wire 16-10 long nose pliers, 7" Klein or equal diagonal nose pliers, 7" Klein or equal scratch awl 6" screwdrivers Phillips 4" and 6" electrician's knife</p>

(b) The Employer shall replace with similar tools of equal value and quality any of the above-listed tools from the B List which are turned into him by the employee which are no longer serviceable because of wear or breakage, providing the employee has been in the employ of the particular contractor for one (1) month or more. Tools from the A List above, however, shall be replaceable due to wear or breakage once an employee has been employed for six (6) months or more, except apprentices, who must have been in the contractor's employ for four (4) months or more. Taps, drill bits, and flashlight batteries are exempt from the waiting period and will be replaced as needed.

(c) Where the employer supplies a locked storage place for employees to store their personal tools for safekeeping (locked storage place to be defined as gang box, jobbing truck, trailer, or room designated by the employer) and if there is evidence of these storage places being broken into and theft results, the employee shall report such theft to the employer and the proper authorities immediately.

(d) If tools are stolen from a locked place of storage as defined above, and the preceding steps have been followed, the employee shall provide a list of stolen tools on forms provided by the contractor. Only tools listed in the tool list shall be replaced. Upon authorization of the Chapter Manager and Business Manager, the tools will be ordered and paid for through the Local LMCC.

ARTICLE VIII
STANDARD INSIDE APPRENTICESHIP LANGUAGE

SECTION 1:

There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and policies. All apprenticeship standards shall be registered with the NJATC and thereafter submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.).

SECTION 2:

All JATC member appointments, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a three (3) year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

SECTION 3:

Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolution, as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement, except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

SECTION 4:

There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunications apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

SECTION 5:

The JATC may select and employ a part-time or full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

SECTION 6:

To help ensure diversity of training, provide reasonable continuous employment opportunities and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job-training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

SECTION 7:

All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

Apprentices may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in

any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at sometime in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

SECTION 8:

The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture a total number of apprentices not to exceed a ratio of one (1) apprentice to three (3) Journeymen Wiremen normally employed under a collective bargaining agreement. The JATC shall indenture a larger number of apprentices provided the individuals are entering the program as the result of direct entry through organizing, as provided for in the registered apprenticeship standards.

SECTION 9:

Though the JATC cannot guarantee any number of apprentices, if a qualified employer requests an apprentice, the JATC shall make reasonable efforts to honor the request. If the JATC is unable to fill the request within ten (10) working days, and if the JATC has fewer indentured apprentices than permitted by its allowable ratio, they shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

SECTION 10:

To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignments. Unindentured workers shall be used to meet job site ratios except on wage-and-hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage-and-hour (prevailing wage) job sites.

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured workers, such as math review, English, safety, orientation/awareness, introduction to OSHA, first-aid and CPR. Participation shall be voluntary.

SECTION 11:

The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

SECTION 12:

Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeymen Wiremen or fraction thereof as illustrated below.

<u>No. of Journeymen</u>	<u>Maximum No. of Apprentices/Unindentured</u>
<u>1 to 3</u>	<u>2</u>
<u>4 to 6</u>	<u>4</u>
<u>7 to 9</u>	<u>6</u>
<u>10 to 12</u>	<u>8</u>
<u>etc.</u>	<u>etc.</u>

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be single, separate job sites.

SECTION 13:

An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks.

Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

SECTION 14:

Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this agreement.

SECTION 15:

The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations. The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

SECTION 16:

All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement (see Appendix B). This sum shall be due to the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE IX
PAY DAY - CHECKOFF - CREDIT UNION - UNITED WAY -
WORKERS' COMPENSATION

SECTION 1: PAYDAY

(a) The regular payroll period for each employer shall commence on Saturday at 12:01 a.m. and end the following Friday at 12:00 midnight. Payday shall not be later than the following Thursday. However, when an employee voluntarily quits, the employer may mail his check on the next regular payday. Any employee laid off or discharged shall be paid all wages due immediately.

(b) Paychecks that are to be mailed to employees shall be postmarked not later than the Wednesday in advance of the designated payday. If a holiday falls on Monday and/or Tuesday, the payday may be adjusted accordingly.

(c) Employees who indicate in writing that they do not want their paychecks mailed, must have paychecks delivered to the jobsite prior to quitting time.

(d) For employees who indicate in writing that they want their paychecks to be deposited directly into the I.B.E.W. 110 Federal Credit Union, the employer must do so via any of the following methods: electronic transfer, mailing of checks, hand-delivery, or in the case of multiple employees, mailing of or hand-delivery of a single check with a breakdown of the names of the individuals included plus their respective amounts.

(e) If the employee does not receive his paycheck by Thursday, the employee may request prior to 9:00 a.m. on Friday, that the check be replaced and delivered to the jobsite prior to 4:30 p.m. that day.

(f) If an employer fails to meet the payday deadline or any of the aforementioned requirements, the employee may file a grievance in accordance with the grievance procedure. The Labor-Management Committee shall assess a 10% penalty where it can be demonstrated beyond doubt that failure to pay on time was the result of the employer's negligence and not due to the employee's failure to submit his time in a timely manner.

SECTION 2: CHECKOFF

(a) The employer agrees to deduct weekly and forward monthly, on forms provided by the Electrical Industry Fringe Benefit Receiving Account, the additional working dues from the pay of each IBEW member. Such payment shall be received not later than the 15th of the following month. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the employer by the Local Union upon request by the employer.

(b) Deductions shall commence with the first week of employment.

SECTION 3: CREDIT UNION

(a) Employers shall deduct from each employee's wages, upon proof of proper authorization having been signed by the employee who has membership in the IBEW Local Union No. 110 Credit Union, such amount as indicated on the authorization. Such deductions shall be received by the Credit Union on or before the 15th of each month.

(b) A list of each employee and the amount of his deduction is to be listed on forms provided by the Credit Union.

(c) No deduction shall be made for less than five dollars (\$5.00) and the employee's deductions shall be uniform each month.

SECTION 4: UNITED WAY

(a) The employer agrees to deduct monthly from the payroll check of the employee that amount voluntarily pledged by the employee for United Way.

(b) No deduction shall be made for less than two dollars (\$2.00) and the employee's deduction shall be uniform each month and shall continue for twelve (12) months.

(c) Said amount is to be forwarded monthly to the Electrical Industry Fringe Benefit Receiving Account for transmittal to the United Way.

SECTION 5: WORKERS' COMPENSATION

A jointly managed, alternative dispute resolution workers' compensation program is hereby established which allows for optional participation by signatory contractors and Local 110. It is the purpose of this alternative dispute resolution workers' compensation program to provide a system to ensure the timely and fair payment of workers' compensation benefits required by Minnesota law or the law of any other jurisdiction to participants who have suffered work-related illnesses or injuries while performing work under this Collective Bargaining Agreement.

The operation of the alternative dispute resolution workers' compensation program will be determined by the trustees in accordance with the Agreement and Declaration of Trust of the Union Construction Crafts Workers' Compensation Fund (hereinafter the "Fund"). This Fund will be administered by an equal number of Employer Trustees and Union Trustees and will be funded from contributions from participating employers on behalf of employees covered by this Collective Bargaining Agreement.

The parties hereto agreed to be bound by the Agreement and Declaration of Trust establishing the Fund, together with any amendments thereto and rules and regulations established by the trustees. The parties hereby designate as their representatives on the Board of Trustees such trustees as are named pursuant to the Trust Agreement, together with any successors who may be appointed pursuant to the Trust Agreement.

The parties hereby agree to be bound by the delinquency collection procedures established by the trustees of the Fund. The amount of contributions to this Fund shall be established by the trustees and may be changed from time to time.

ARTICLE X SAFETY - SUBSTANCE ABUSE

SECTION 1: SAFETY

It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with safety rules and regulations.

SECTION 2: SUBSTANCE ABUSE

The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The parties recognize the employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. However, the Union reserves the right to negotiate regarding the terms of the employer's policy before the policy is implemented by the Employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

ARTICLE XI MAINTENANCE

NOTE: THIS ARTICLE IS TO BE DELETED IN ITS ENTIRETY ON APRIL 30, 2004.

SECTION 1: BASIC PRINCIPLES

(a) All provisions of the construction agreement shall be in full force and effect with respect to maintenance work except as specifically modified by this Article.

(b) This Article and all its provisions shall become effective for an employer after he has negotiated a contract with a customer to perform maintenance work covered by this agreement on the customer's property and when a copy of the contract between the employer and the customer has been filed with and approved by the Union and the Chapter.

(c) It shall be the employer's prerogative to select his supervisors and appoint such foremen as he sees fit. However, when any journeyman is placed in charge of four (4) or more employees, he shall be paid the foreman's rate.

SECTION 2: SCOPE OF WORK

(a) The scope of work of this Article covers all electrical work within existing buildings and facilities assigned by a customer to an employer under the terms of their contract which is identified by contract number, work order, or other methods used to order such work.

(b) However, this Article does not include new construction of additional buildings on the premises nor does it cover "add ons" to existing buildings.

SECTION 3: WORKING CONDITIONS

(a) Regular scheduled daytime working hours shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. with one-half (1/2) hour intermission for lunch. Forty (40) hours or five (5) days, beginning Monday morning and terminating Friday evening shall constitute a regular week's work except as otherwise provided herein.

(b) When the nature of services of a customer may require establishment of a work week other than Monday through Friday, the Chapter and the Union by mutual agreement may establish a work week which shall consist of five (5) consecutive eight (8) hour days, except that Sunday shall not be included as a regular scheduled work day.

(c) To meet the requirements of the job, the starting and quitting time of any shift, including day work, may be changed provided that such change is scheduled for at least one (1) regular work week.

(d) Except on Sundays and holidays, all work within the scope of this Article, performed in excess of eight (8) hours in any one day or in excess of forty (40) hours in one week, and on Saturday, shall be paid at the rate of one-and-one-half (1-1/2) times the regular rate of pay. Sundays and holidays shall be paid at two (2) times the regular rate of pay. Holidays not to exceed those specified in Article VI, Section 2(c)iii shall be those recognized in any contract between the customer and the Union representing the customer's production employees.

(e) Any employee who reports for work covered under this Article without having been notified the previous day not to report, shall be guaranteed four (4) hours' work and/or pay at the regular hourly base rate applying to those particular hours.

SECTION 4: SHIFT WORK

(a) To meet the needs of the customer, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked, the first shift shall be worked between the hours of 6:00 a.m. and 4:30 p.m.

(b) The second shift shall be eight (8) hours of work between the hours of 2:30 p.m. and 12:30 a.m. When a second and third shift are worked, both shifts shall be allowed to eat their lunch without loss of pay. Employees on second shift shall receive forty cents (\$.40) per hour shift differential in addition to the regular wage.

(c) The third shift shall be worked between the hours of 10:30 p.m. and 8:00 a.m. Where a third shift is required, the employees on the third shift shall be permitted to eat their lunch without loss of pay. Employees on third shift shall be paid fifty-five cents (\$.55) per hour shift differential in addition to the regular wage.

(d) Employees who work the regular daytime hours and who are required to work overtime and receive overtime rates shall not be entitled to shift differential.

(e) Shifts other than the regular daytime shift Monday through Friday may be established to meet the needs of the customer providing one (1) week's notice is given by the employer to the union and the chapter, and such shifts must be maintained for a period of at least one (1) week.

Any dispute regarding the interpretation or intent of this provision shall immediately be referred to the Labor Management Committee.

(f) Employees normally working on a particular shift may be transferred from that shift to another shift to fill vacancies providing they are given twenty-four (24) hours' notice of such transfer.

(g) Any employee who is regularly scheduled for a particular shift during a given week and is reassigned to work on a different shift during that week, shall receive overtime pay for all hours worked outside the regularly scheduled shift, except in the event of a transfer to fill a vacancy as provided in paragraph (f) above.

(h) Additional employees over and above those normally required for shift work may be assigned to such shift work other than the day shift but shall receive the regular overtime rate of compensation as provided herein if the arrangement is for less than five (5) work days.

(i) When overtime is regularly scheduled for Saturday, Sunday or on a holiday, employees who may be required to work such overtime shall be notified at least forty (40) hours prior to the start of the shift on which the work is to be done.

(j) Any employee called to work outside his regular assigned shift shall receive a minimum of four (4) hours' straight-time pay or the prevailing rate, whichever is greater.

SECTION 5: PROJECT RULES

(a) It is recognized that in an operation of this kind, the employer and the Union have interests in the rules governing the performance of work under this contract. It is agreed that such project rules and regulations will be jointly prepared by the Local Union and the employer and distributed by the employer among the employees on the job.

(b) It is agreed by the Union that all of the employees covered by this Article shall be made aware of these project rules and regulations by the employer at the time of their assignment to the project and that they shall be bound by them throughout the duration of their employment under this contract.

(c) It is further agreed that violation of these project rules and regulations is direct and just cause for disciplinary action, including immediate discharge subject to the appropriate grievance procedure.

ARTICLE XII RESIDENTIAL

SECTION 1: BASIC PRINCIPLES

All provisions of the construction agreement shall be in full force and effect with respect to residential work, except as specifically modified by this Article.

SECTION 2: SCOPE OF WORK

The provisions of this Article shall apply to all projects involving the construction, alteration or repair of residential properties from single-family homes up to and including apartment buildings of not more than three (3) stories above grade in height. This includes residences that have common dining areas.

SECTION 3: APPRENTICE RATIOS

The number of apprentices on a project as defined in the scope of work section above shall not exceed a ratio of two apprentices to one journeyman.

ARTICLE XIII REFERRAL PROCEDURES

SECTION 1: GENERAL PROVISIONS

In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

(a) The Union shall be the sole and exclusive source of referral of applicants for employment.

(b) The Employer shall have the right to reject any applicant for employment.

(c) The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure:

1. The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority group for which he qualifies.

JOURNEYMAN WIREMAN

GROUP I

All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee; and who have been employed in the trade for a period of at least six months in the last four years in the geographical area covered by the collective bargaining agreement.

GROUP II.

All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III

All applicants for employment who have two or more years' experience in the trade; are residents of the geographical area constituting the normal construction labor market; and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.

GROUP IV

All applicants for employment who have worked at the trade for more than one year.

2. If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure, but such applicants, if hired, shall have the status of "temporary employees."

The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

(d) "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured, which includes the following:

GOODHUE, that portion west of Belle Creek, Minneola, Roscoe and Vasa townships.

ANOKA, entire county except Anoka, Fridley, Grow and Ramsey townships.

CHISAGO, entire county.

DAKOTA, entire county.

ISANTI, entire county.

KANABEC, that portion south of Hillman, Peace and Pomroy Townships

LE SUEUR, that portion east of Cleveland, Sharon, Tyrone and Washington townships.

MILLE LACS, that portion south of Bradbury, Lewis and Onamia townships.

PINE, that portion south of Arlone, Barry, Clover, Hinckley and Ogema townships.

RAMSEY, entire county.

RICE, entire county.

SHERBURNE, that portion east of Becker and Santiago townships.

WASHINGTON, entire county.

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which the Agreement applies.

(e) "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

(f) "Examination" – An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four (4) years' experience in the trade.

SECTION 2: ORDER OF REFERRAL

(a) The union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

(b) An applicant who is hired and who received, through no fault of his own, work of forty (40) hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

(c) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

(d) The only exception which shall be allowed in this order of referral is as follows:

When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

SECTION 3: APPEALS COMMITTEE

(a) An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

(b) It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Article XIII, Section 2 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement, and its decisions shall be in accord with this Agreement.

SECTION 4:

A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

SECTION 5:

A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the office of the Local Union and in the offices of the Employers who are parties to this Agreement.

SECTION 6: REFERRAL OF APPRENTICES

Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

ARTICLE XIV TERMINATION PROCEDURES

The parties agree to the following layoff procedures. When making reductions in the number of employees due to lack of work, employers shall use the following procedure:

1. Temporary employees, if any are employed, shall be laid off first. The employees in Group IV shall be laid off next, if any are employed in this group. Next to be laid off are employees in Group III, if any are employed in this group, then those in Group II, and then those in Group I.

2. Article XIV, paragraph 1. above, will not apply as long as the special skill requirement as provided for in the referral language is required.

3. Supervisory employees covered by the terms of this agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of journeyman, they will be slotted in the appropriate group in Article XII, Section 1 (c).

Group II, III or IV supervisory employees covered by the terms of this agreement will be excluded from layoff, however, they shall subsequently be laid off when the project they are supervising has been completed if there are Group I journeymen available for work, unless an exception is granted by the Business Manager.

4. Upon completion of apprenticeship, the individual shall be reclassified to journeyman status and shall remain with their employer as a journeyman if mutually agreeable.


ARTICLE XV


Should any provisions of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

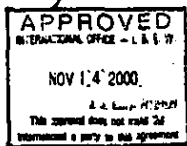
If any provisions of this Agreement are held invalid without first complying with certain prerequisites contained in the Labor Management Act of 1947, the parties agree to cooperate to the end that said prerequisites will be met as soon as reasonably possible.

Signed for:


Local Union No. 110
International Brotherhood of Electrical Workers

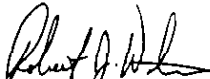

James R. Wagner
Business Manager
Financial Secretary


Frank L. Gurney
President



St. Paul Chapter
National Electrical Contractors Association, Inc.


Richard J. Wynne
Chapter Manager


Robert J. Weber
President

opeiu#12/crw

APPENDIX A HOURLY WAGE AND BENEFIT SCHEDULE

Effective:	<u>05/01/00</u>	<u>05/01/01</u>	<u>05/01/02</u>
Journeyman Wireman	\$27.28	\$XX.XX	\$XX.XX
Cablesplicer	1.00*	1.00*	1.00*
Certified Welder	1.00*	1.00*	1.00*
Foreman	2.00*	2.00*	2.00*
General Foreman	3.00*	3.00*	3.00*
General Foreman-in-charge	4.00*	4.00*	4.00*
St. Paul Elec'l. Const. Medical Reimbursement Plan	3.38	X.XX	X.XX
St. Paul Elec'l. Const. Workers' Pension Plan (5.24%)	1.43	X.XX	X.XX
St. Paul Elec'l. Const. Workers' Supplemental Pension Plan (5.15%)	1.40	X.XX	X.XX
St. Paul Elec'l. Constr. Workers' 401(k) Plan	elective	elective	elective
St. Paul Elec'l. Workers' Vacation & Holiday Trust (13%)	3.55	13%	13%
National Elec'l. Benefit Fund (Pension - 3%)	.82	3%	3%
St. Paul Elec'l. Constr. Workers' Reserve Trust	1.05	X.XX	X.XX
St. Paul Elec'l. J.A.T.C.	.36	X.XX	X.XX
St. Paul LMCC/National LMCC	.10	X.XX	X.XX
Total	\$39.37	\$41.57	\$43.72

* Above Journeyman rate

** Contributions to the Regular Vacation and Holiday Trust, the National Electrical Benefit Fund (N.E.B.F.) and the Pension and Supplemental Pension Plans shall be made on the basis of gross labor payroll. All other contributions required in Appendix A shall be made on hours actually worked times the cents-per-hour figures indicated above except that the definition of hours on which contributions are due on construction shifts will include one-half (1/2) hour additional for the second shift and one (1) hour for the third shift if the full shift is worked.

**APPENDIX B
APPRENTICE WAGE AND FRINGE SCHEDULE**

Effective 08/26/00, Journeyman Rate: \$27.28/hr

	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>	<u>10th Step</u>
Hours	950	950	950	950	950	950	950	950	950	950
Percent of JW	40%	44%	48%	51%	60%	65%	70%	75%	80%	90%
Wage	\$10.91	\$12.00	\$13.09	\$13.91	\$16.37	\$17.73	\$19.10	\$20.46	\$21.82	\$24.55
NEBF	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Vac. & Hol.	13%	13%	13%	13%	13%	13%	13%	13%	13%	13%
Medical	1.71	1.85	3.05	3.15	3.38	3.38	3.38	3.38	3.38	3.38
JATC	0	0	.26	.26	.26	.26	.36	.36	.36	.36
Reserve Trust	0	0	.06	.06	.06	.06	.06	.06	.44	.71
Pension	0	0	.14	.14	.25	.25	.40	.40	1.00	1.00
LMCC/NLMCC	0	0	0	0	0	0	0	0	0	0
Sup. Pension	0	0	0	0	.08	.25	.37	.53	.69	.90
Total	\$14.37	\$15.77	\$18.69	\$19.75	\$23.02	\$24.76	\$26.72	\$28.46	\$31.18	\$34.83

Contributions to the Regular Vacation and Holiday Trust and NEBF shall be made on the basis of gross labor payroll. All other contributions required in Appendix B shall be made on hours actually worked times the cents-per-hour figures indicated above except that the definition of hours on which contributions are due on construction shifts will include one-half (1/2) hour additional for the second shift and one (1) hour additional for the third shift if the full shift is worked.

APPENDIX C
INDUSTRY TIME OFF AND
UNEMPLOYMENT EMERGENCY PROGRAMS

SECTION I. INDUSTRY TIME OFF

a) The time period for utilization of industry time off shall be January 1 of any given year through January 31st of the following year.

b) The time period referenced in a) above may be extended on an industry-wide basis only by mutual agreement between the Business Manager and the Chapter Manager.

c) Employees scheduled for I.T.O. must be given a five (5) day notice when the employer has not declared an emergency in his shop.

d) An individual has the option to take a voluntary lay off instead of utilizing assigned industry time off. For purposes of this section only, a voluntary layoff taken by an employee will be treated as a quit for unemployment compensation purposes.

SECTION II. UNEMPLOYMENT EMERGENCY

a) Once a contractor declares an unemployment emergency in his shop, he shall schedule all employees eligible for industry time off, and notify them of their scheduled time off. Employees scheduled for industry time off must be given twelve (12) working hours' notice.

b) During the period of the declared emergency, the contractor is permitted to use a four-day work week in conjunction with industry time off upon approval of the Business Manager.

c) Once the contractor has declared an emergency, it may not be canceled until all industry time off has been used.

d) No overtime shall be worked during an unemployment emergency except to serve the immediate needs of the customers and with prior notification of the Local Union.

e) Loan transfers may be arranged with the approval of the Business Manager.

SAFETY MANUAL

as adopted by

**LOCAL UNION NO. 110, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**

and

**ST. PAUL CHAPTER, NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION**

IBEW



James R. Wagner
Business Manager
Local Union No. 110
I.B.E.W.
(612) 776-4239

Richard J. Wynne
Chapter Manager
St. Paul Chapter,
N.E.C.A.
(612) 224-3377

2000 JOINT SAFETY COMMITTEE

Steve Galatowitsch
William Royce
Edward Nelson
Keven Osterloh

Richard Reynolds
Basant Ahluwalia
Wes Lindberg
David Hogan

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FOREWORD

PLEASE BE ADVISED THAT THIS MANUAL SEEKS TO PROVIDE A GENERAL GUIDELINE FOR SAFETY EQUIPMENT AND PROCEDURES. DO NOT CONSTRUE IT TO BE THE FINAL SOURCE OF INFORMATION FOR COMPLIANCE WITH LEGAL REQUIREMENTS!

BASIC PRINCIPLES

The intent of this Safety Manual is to assure safe and healthful conditions of employment for employees working under the scope of the collective bargaining agreement between Local Union #110, I.B.E.W. and the St. Paul Chapter, N.E.C.A.

This Safety Manual shall be considered a part of the collective bargaining agreement by reference and shall supersede all previously issued-bulletins by the Joint Safety Committee.

The employer shall provide all protective equipment required under the terms of this Manual which shall include, but not be limited to: helmets, eye and face protection, rubber gloves and blankets, hearing protection, grounding equipment, respirators, disposable clothing including footwear, gloves, coveralls and face protection and all other necessary safety equipment.

The employer shall provide proper containers, kits or storage areas to keep all safety equipment in satisfactory condition and the employees shall be required to keep the safety equipment in the containers and/or the areas provided. The employer shall have all safety equipment checked regularly by accepted procedures. Rubber goods shall not be placed in use unless checked for holes or worn areas. High voltage gloves shall be air

tested prior to being placed in use. Rubber gloves shall be thoroughly tested by normally accepted procedures a minimum of once every six months and at more frequent intervals when they have been subject to excessive use or abuse. Other rubber goods shall be tested according to the requirements set forth in the ASTM Manual as specified in section F496.

Employees who fail to use the safety equipment provided shall be subject to disciplinary action, as per the labor agreement.

SECTION 1 - JOINT SAFETY COMMITTEE

There shall be a Joint Safety Committee consisting of three (3) members representing the employers and three (3) members representing the union. The duties of this Committee shall be to develop and recommend safe work rules. Those safe work rules as recommended by the Committee shall be submitted to the parties to the labor agreement to be used as part of the collective bargaining process. Any proposed changes or revisions in these safe work rules shall first be considered by this Committee for their concurrence and recommendations before being acted upon by the parties to the labor agreement. It shall also be a function of the Safety Committee to study and update these safe work rules for the benefit of both parties. This Committee shall meet at least once each quarter and also when called by the Chairman, or when called by a majority of the current Committee members.

Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three (3) years unless removed by the party they represent. The term of one employer and one union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A committee member is eligible to succeed himself/herself.

SECTION 2 - GENERAL SAFETY AND HEALTH PROVISIONS

No employer shall require any employee to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety. It shall be the responsibility of the employers to inform their employees of conditions which are unsanitary, hazardous or dangerous to the employees' health or safety.

Under the HAZCOM (Minnesota Hazard and Communications) and AWAIR (A Workplace Accident and Injury Reduction) Acts, it is your right to know the potential hazards of the chemical substances and physical conditions you may be exposed to on the job site. It is your employer's responsibility to provide you with appropriate training.

It shall be the responsibility of the employer to initiate and maintain a safety program as required by law. In accordance with Minnesota Statute 182.654, Subdivision 1 1, "An employee acting in good faith has the right to refuse to work under conditions which the employee reasonably believes present an imminent danger of death or serious physical harm to the employee."

The Joint Safety Committee encourages contractors signatory to the Local #110 Inside Agreement to use the Electrical Industry Tool Box Talks Program distributed in January, 1996.

Please use the talk (on the Took Box Talks Schedule) that corresponds to the week of the year in which you will be presenting the material. By conducting the presentations based upon this schedule an electrician who moves between shops will receive no duplicate training.

If you need to order more copies of the "Talks" or have questions regarding them please contact the St. Paul N.E.C.A. Office at (612) 224-3377.

In the event of an accident involving serious injury or equipment failure, the union hall must be notified **immediately** so they may inspect the accident site before it is cleaned up. It shall be mandatory that all accident reports be turned over to the local union at once.

The employer shall permit only those employees qualified by training or experience to operate equipment and machinery.

SECTION 3 - MEDICAL SERVICES AND FIRST AID

Be sure to be aware of the location of the nearest first aid kit, emergency care facility and appropriate emergency telephone number at all times. If you are unsure of the location of these three ask your foreman or appropriate company officer. Remember that dialing 911 may not always work.

Accident forms shall be readily available from the employer.

The Joint Safety Committee has made Red Cross First Aid and CPR training available to all employees. In the absence of an infirmary, clinic, hospital, or physician that is reasonably accessible in terms of time and distance to the worksite, which is available for the treatment of injured employees, a person who has a valid certificate in first aid training from the U.S. Bureau of Mines, the American Red Cross, or equivalent training that can be verified by documentary evidence, shall be available at the worksite to render first aid.

First aid kits of a sufficient quantity shall be provided on the job sites or jobbing trucks for the number of employees involved. The kits shall be examined and restocked on a regular basis.

The industry's consulting physician suggests that the following items be contained in the first aid kits to cover 1-25 people:

1. 2 pkgs. 3M steri-strips, 1/4"
2. 50 adhesive bandages, 3/4"
3. 10 knuckle bandages
4. 1 adhesive tape, 1/2" x 180"
5. 1 adhesive tape, 1" x 180"
6. 1 first aid tape, 1" x 180"
7. 1 less reactive tape (can be placed directly on wound)
- 3M or equivalent
8. 10 antibacterial cleansing wipes
9. "Kling Gause" - two rolls of 2" and two rolls of 3"
10. 5 Telfa pads, 2" x 2"
11. 10 Telfa pads, 3" x 3"
12. 1 cold pack
13. Small metal fingertip protectors
14. 6 ammonia inhalants, 0.4 cc
15. 1 triangular bandage
16. 1 ounce cotton balls
17. 2 eye pads
18. 50 swabs
19. 6 tongue depressors
20. 1 scissors
21. 1 tweezers
22. 1 pencil and note pad
23. 1 first aid booklet
24. 1 bottle Betadine solution
25. Eye irrigation equipment - irrigation tray, adequate supply of saline solution/irrigant and materials (saline solution - "Blinks" brand, for example - can be purchased in ready-to-use squirt bottles).
26. Tylenol for pain relief
27. 1 Venti-mask (eliminates mouth-to-mouth contact for resuscitation and improves ventilation)
28. 2 pair rubber gloves

SECTION 4 - HOUSEKEEPING

Combustible scrap, rubbish, etc., shall not be allowed to accumulate and shall be removed regularly. Work areas, passageways, etc., shall be kept free of debris and scrap. Containers shall be provided for collection of trash and emptied regularly.

SECTION 5 - MATERIAL SAFETY DATA SHEETS (MSDS)

The MSDS is a short technical report that provides you with the known hazards of a specific material. The MSDS tells you how to use, handle and store chemicals safely. And as you will see in the explanation of its parts, it has a lot of useful information. Each MSDS may look different, since there isn't just one way to write one, but they all give the same basic kinds of information.

Identity

The first section contains information about the chemical name and manufacturer of a material. An emergency telephone number is provided to aid in emergency treatment or spill involving the materials. Synonyms or trade names and the chemical identification of the material, and the CAS number (an identifier designated by Chemical Abstract Services) or structural formula are given.

Hazardous Ingredients

This section lists all the hazardous ingredients and how much of them are present in the material, along with the Threshold Limit Value (TLV), a measure of the toxicity of the material. Not all the categories will list information. Where the information is not applicable, ("NA") will appear.

Physical/Chemical Characteristics

Detailed information on the materials is provided here, which will help you identify the material by observing its appearance and odor. Other technical data is provided to help you control your exposure.

Fire and Explosion

Special fire protection information is in this section. The Flash Point, or temperature at which the material gives off vapor that will burn, is important. This section also tells you how to extinguish fires and includes any special firefighting procedures.

Reactivity

This section identifies reactive materials. It tells you what conditions to avoid and what other materials must be kept away from this material to assure safety.

Health Hazard

Health concerns are covered here, including the TLV's, the effects of overexposure, and where in the body the health effects occur. Some of the effects listed will only apply to very high doses of the material. Emergency and first aid information will provide methods for treating overexposure.

Safe Handling and Use

Covered in this part are special handling precautions. Knowing the hazard is good, but here you are told the precautions to take when using the material, how to store it safely, and methods for cleaning up spills. Special instructions on waste disposal are also given.

Control Measures

This section is very important in protecting yourself from the physical and health effects of the material. Usually, if adequate ventilation is available, respiratory protection is not needed. Using the correct type of gloves, clothing, eye protection, respirator or other special protective equipment should prevent overexposure.

SECTION 6 - PERSONAL PROTECTIVE EQUIPMENT

Employees working in any area where there is possible danger of head injury from impact, or from falling or flying objects, or from electrical shock and burns shall be required to wear protective, electrically-insulated helmets. It is recommended that

polyester or synthetic clothing not be worn because of problems associated with burns.

Employees shall be required to wear eye, ear and face protection equipment when machines and/or operations present potential eye, ear or face injury from physical, audible, chemical or other agents.

Lifelines, harnesses, safety belts and lanyards shall be used only for employee safeguarding. Any such piece of equipment actually subjected to in service loading shall be immediately removed from service and shall not be used again. Safety belt lanyards shall provide for no greater fall than six (6) feet.

Safety nets shall be provided when work places are more than twenty-five (25) feet above the ground or water surface, or other surfaces where the use of ladders, scaffolds, catch platforms, temporary floors, safety lines, or safety belts is impractical.

Employees working over or near water where the danger of drowning exists shall be provided with U.S. Coast Guard-approved life jackets. Ring buoys with at least ninety (90) feet of line shall be readily available for rescue operations. At least one lifesaving boat shall be immediately available at locations where employees are working over or adjacent to water.

Employees working on or near roadway surfaces under traffic conditions shall be provided with fluorescent-type vests.

SECTION 7 - TOOLS, HAND AND POWER

All hand and power tools whether furnished by the employer or the employee, shall be maintained in a safe condition. When power-operated tools are designed to accommodate guards, they shall be equipped with such guards when in use. Any tool found not in proper working order or that develops a defect during use, shall be immediately removed from service and shall be identified by tagging with appropriate information, including the nature of the defect, and the date and signature of the employee affixing the tag. Such tools shall not be reissued until properly repaired. Employees using hand and power tools and exposed to the hazards of falling, flying, abrasive and splashing objects shall be required to wear the particular personal protective equipment necessary to protect themselves from the hazard.

Electric power-operated tools shall either be of the approved double-insulated type or grounded. The use of electric cords for hoisting or lowering tools shall not be permitted. Electric drills of 3/8" chuck capacity or larger, if equipped with a trigger-locking device, shall have such device rendered inoperative before being issued for use.

Only employees who have been trained in the operation of the particular tools in use shall be allowed to operate a powder-actuated tool. **Powder-actuated tools** shall be tested each day before loading to see that safety devices are in proper working condition. Tools shall not be loaded until just prior to the intended firing time.

Neither loaded nor empty tools are to be pointed at any employee. Loaded tools shall not be left unattended. Tools shall not be used in an explosive or flammable atmosphere. All tools shall be used with the correct shield, guard or attachment recommended by the manufacturer.

Hearing protection shall be worn by workers using heavy duty tools to fire into steel or in a confined space. Driving into materials easily penetrated shall be avoided.

SECTION 8 - ELECTRICAL

All electrical work, installation and wire capacities shall be in accordance with the pertinent provisions of the current National Electrical Code. If an employee is to work in such proximity to any part of an electric power circuit that he may contact the same in the course of his work, the employee shall be protected against electric shock by deenergizing the circuit and grounding it, or by guarding it by effective insulation or other means.

Sufficient space shall be provided and maintained in the area of electrical equipment. In accordance with Sections 110-16, 110-32 and 110-34 of the National Electrical Code, the minimum clear distance necessary for performing work around exposed energized equipment varies depending on voltages and conditions from at least 36' wide, 3' to 12' deep and not less than 6-1/2' high. In all cases the work space shall permit at least a 90-degree opening of equipment doors or hinged panels.

Equipment or circuits that are deenergized shall be rendered inoperative and have locks and tags attached according to OSHA regulations at all points where such equipment or circuits can be energized.

All **temporary wiring** shall have **ground fault protection** for personnel in accordance with section 305-6 of the National Electrical Code. *Temporary lights, regardless of mounting height, shall be equipped with guards to prevent accidental contact with the bulb, except that guards are not required when the construction of the reflector is such that the bulb is deeply recessed. Temporary lights shall not be suspended by their electric cords unless designed for this means of suspension. Work spaces, walkways, and similar locations shall be kept clear of cords so as not to create a hazard. All cords and cables for temporary feeders and branch circuits are required to be of a type identified for hard usage or extra hard usage (types S or SJ). Worn or frayed electric cables shall not be used.*

Extension cords shall be protected against accidental damage as may be caused by traffic, sharp corners or projections and pinching in doors and elsewhere. They shall not be fastened with staples, hung from nails or suspended by wire. It should be noted that metal fish tapes easily become energized by *inadvertently pulling them across a male cord cap that is not fully plugged in.*

SECTION 9 - LADDERS, SCAFFOLDS, PERSONNEL LIFTS AND AERIAL PLATFORMS

When employees are required to work on ladders, scaffolds, personnel lifts and aerial platforms over public thoroughfares, no less than two people are required.

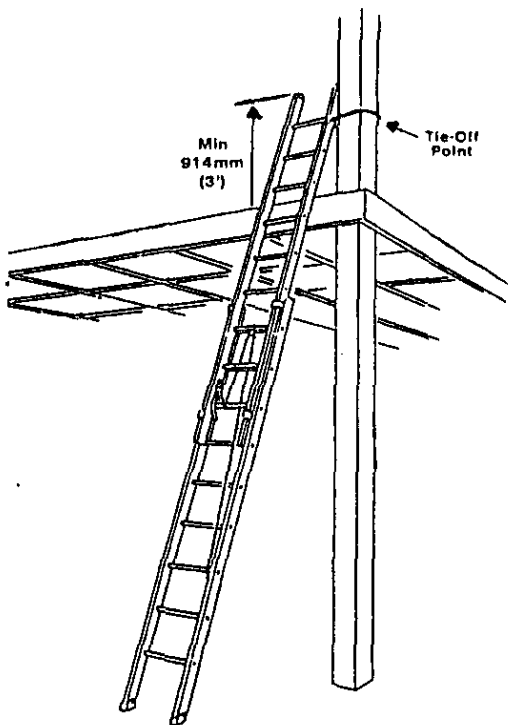
A. Ladders

Inspect all equipment before use. The use of painted ladders (defects are invisible on painted ladders), or ladders with broken or missing rungs or steps, broken or split siderails or other faulty or defective construction is prohibited. When ladders with such defects are discovered, they shall be immediately withdrawn from service.

When using **stepladders**, stand only on the steps!
(Never stand on the top step.)

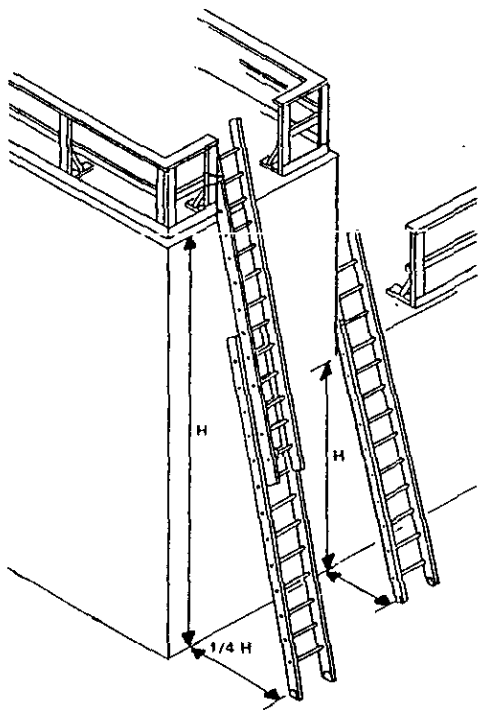
Portable metal ladders shall not be used. Ladder feet shall be placed on a substantial base and the areas around the top and bottom of the ladder shall be kept clean. Ladders shall not be placed in passageways, doorways, driveways or any location where they may be displaced by activities being conducted on other work unless protected by barricades or guards.

The base of the ladder must be set back a safe distance from the vertical - approximately one-fourth of the working length of the ladder.

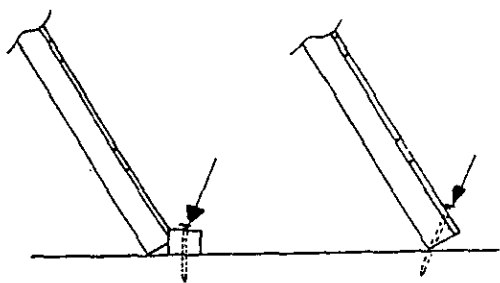


Tied Off Extension Ladder

Ladders used for access to a floor or platform must extend at least three feet above the landing.



Proper Ladder Angles



**Methods of Securing Ladder Base
Against Displacement**

B. Scaffolds

Please be reminded that this manual is not intended to be a complete reference to OSHA requirements; it merely highlights them. For further details, consult the OSHA regulations.

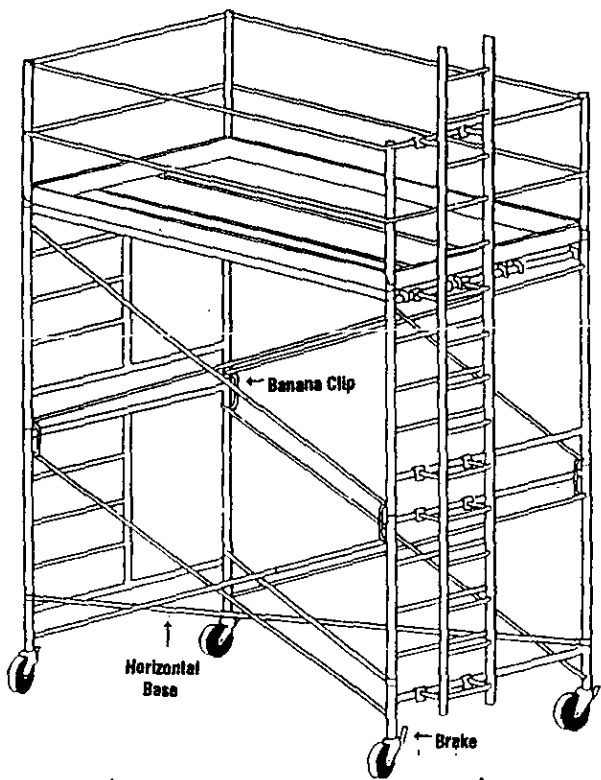
The footing or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. Unstable objects such as barrels, boxes, loose bricks or concrete blocks shall not be used to support scaffolds or planks. Guardrails and toeboards shall be installed on all open sides and ends of platforms more than six feet above the ground. Guardrails shall be two inches by four inches or the equivalent, approximately 38 inches high with a midrail at 21 inches high. Supports shall be at intervals not to exceed eight feet. Toeboards shall be at a minimum of four inches in height.

For platform planking use only lumber that has been properly inspected and graded as scaffold plank and which is individually identified as such. Scaffold planks must overlap each other by at least 12 inches and shall extend not less than six inches nor more than 12 inches beyond the centers of their end supports. Single span planks must be cleated at both ends or must be of a prefabricated type having end hooks to seat over bearers to restrain the planks from movement. Secure planking to the scaffold if windy or whenever necessary. Planking must be placed across the full width of scaffold platforms, avoiding excessive gaps. At corners where diagonal planks are used, the diagonally placed plank shall rest directly atop the scaffold frame bearers and shall be underneath the planking of the main platforms. Never use ladders or makeshift devices on tops of scaffolds to increase the height. Never place planks on, or stand on, guardrails and midrails.

Scaffolds must be tied onto the building or structure at intervals which do not exceed 30 feet horizontally and 26 feet vertically. If the scaffold is less than 30 feet, it should be tied and butted in at least two places horizontally. Ties and butts must prevent the scaffold from moving forward or away from the structure. Never delay the installation of ties and butts or remove them prematurely for any reason.

When free-standing mobile scaffolds are used, the height shall not exceed four times the minimum base dimension. Do not ride on manually-propelled scaffolds unless: 1) the floor or surface is within three degrees of level. 2) the minimum dimension of the scaffold base is at least one-half the height; outriggers, if used, are installed on both sides of the staging. 3) all tools and materials are secured or removed from the platform. 4) all wheels are attached with hinge pins or bolted to each other. 5) all frame sections are securely pinned or bolted to each other. 6) screw legs are not extended more than 12 inches on rolling scaffolds.

Lock or block wheels when the scaffold is not being moved.



↑
**Never use this
side to climb up.**

↑
Use the ladder only!

C. Personnel Lifts and Aerial Platforms

The following procedures shall be adhered to in the use of personnel lifts and aerial platforms:

1. Only trained and authorized operators shall be permitted to operate lifts.
2. A malfunctioning lift shall be shut down until repaired.
3. The controls shall be plainly marked as to their function.
4. *The controls shall be tested each day prior to use to determine that they are in safe operating condition, and lifts shall be regularly inspected by authorized personnel.*
5. For all lifts that extend other than only vertically, all personnel shall wear an approved safety belt with the lanyard attached to the platform attachment point.
6. Load limits specified by the manufacturer shall not be exceeded. Loads shall be distributed evenly on platform.
7. Instruction and warning placards must be legible.
8. Lifts shall not be used near electric power lines unless the lines have been deenergized or adequate clearance is maintained (see OSHA 29 CFR 1910.67, 1926.400 and Section 8, "Minimum Electrical Clearance" of this safety manual).

9. Ground controls shall not be operated unless permission has been obtained from personnel in the platform except in case of an emergency.
10. Personnel shall always stand on the floor of the platform, not boxes, planks, railings or other devices for a work position
11. Personnel shall not lean over the platform guardrail to perform work unless properly restrained.
12. Personnel shall not override any hydraulic, mechanical or electrical safety devices.

For additional information pertaining to this section, please refer to OSHA Standards Part 1926.451.

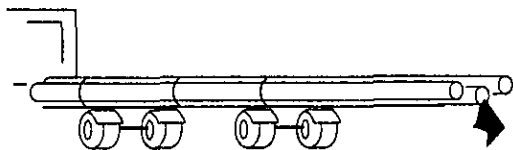
SECTION 10 - MOTOR VEHICLES

All vehicles (trucks, station wagons, and passenger vehicles furnished by the employer) shall be maintained in safe condition and shall comply with the applicable Minnesota Department of Safety, Minnesota Department of Highways and United States Department of Transportation regulations.

Safety belts shall be fastened prior to the operation of any vehicle. Tools and materials shall be secured to prevent movement when transported in the same compartment with employees. Such other means as necessary shall be used to protect the operator and passengers from injury by materials being transported in any type of vehicle- under normal operating conditions.

The following rules shall be observed when hauling materials:

- a. Poles, ladders, pipe, etc., shall be loaded parallel with the truck length. Such material shall not extend beyond the normal width of the vehicle.
- b. Material shall be securely fastened to prevent a hazard due to shifting.
- c. Material which extends more than 4 feet beyond the front or back of the truck or trailer shall have warning devices attached. During the day, red flags shall be used; at night and during periods of poor visibility, red lights shall be used and shall be attached to the trailing end of the longest piece.



Boom and bucket trucks shall be visually inspected prior to their use. The hoisting mechanism and bucket shall be subject to annual inspection and/or testing as recommended by the manufacturer in order to provide for the safety of the employees.

When boom or bucket trucks are working in areas or conditions that might subject an employee to injury as a result of equipment failure of the truck there shall be a backup employee on the ground and he shall have access to controls for the operation of the bucket in case of emergency. Examples of these conditions or areas are poor weather, 480 volts or above, and traffic.

When boom or bucket trucks are working in close proximity to overhead lines (within the swing radius of the boom or load), an employee shall be designated to observe clearances of the equipment. During such operation, this shall be his only responsibility. When setting poles under such conditions, employees shall wear properly tested rubber gloves.

MINIMUM ELECTRICAL CLEARANCE

The operation of any equipment closer to high-voltage lines than the distances listed below is positively prohibited unless the worker is protected by use of insulating gloves and sleeves rated for the voltage involved and/or the energized parts are isolated or guarded from the worker and any other conductive object at a different potential. Be very aware and cautious of static (inductive) charges that can develop on an individual or equipment when working around or under high-voltage transmission lines; high-voltage gloves shall be worn under these conditions.

REQUIRED CLEARANCE FROM OVERHEAD HIGH-VOLTAGE LINES

<u>Voltage</u> <u>(Phase to Phase)</u>	<u>Minimum</u> <u>Required</u> <u>Clearance (Ft)</u>
750 - 50,000	10
Over 50,000 - 75,000	11
Over 75,000 - 125,000	13
Over 125,000 - 175,000	15
Over 175,000 - 250,000	17
Over 250,000 - 370,000	21
Over 370,000 - 550,000	27
Over 550,000 - 1,000,000	42

THE ABOVE CLEARANCES APPLY IN ANY DIRECTION, VERTICAL OR HORIZONTAL.

SECTION 11 - HIGH VOLTAGE WORK

When work is to be performed on energized lines or equipment of 440 volts or over, the area shall be isolated as to result in maximum safety. When doing construction or maintenance on live wires on equipment of 440 volts or over, no less than two journeymen are required. If additional help is needed, a third- or fourth-year apprentice may be utilized.

If deenergizing lines and equipment operated in excess of 440 volts when the means of disconnecting from electric energy is not visibly open or visibly locked out, the following provisions shall apply:

1. The particular section of line or equipment to be deenergized shall be clearly identified and it shall be isolated from all sources of voltage. When working on the high-voltage side of a transformer, isolate the low-voltage side by opening the mains to prevent backfeed from alternate sources of voltage such as time-delay electronic clock circuits.
2. Employees involved shall have assured themselves that:
 - a. all switches and disconnectors through which electrical energy may be supplied to the particular section of line or equipment to be worked on, have been deenergized.
 - b. all switches and disconnectors are plainly locked and tagged indicating that people are at work.
 - c. when the design of such switches and disconnectors permits, they have been rendered inoperative by locks or other means.
3. After all designated switches and disconnectors have been opened, rendered inoperative and tagged, visual inspection and such tests as appropriate shall be conducted to ensure that equipment or lines have been deenergized.
4. Protective grounds shall be applied on the disconnected lines or equipment to be worked on; ground clusters shall be the four-wire type. Phase-to-phase shorting is not sufficient.

5. When more than one independent crew requires the same line or equipment to be deenergized, a prominent tag for each such crew shall be placed on the line or equipment by each crew. Multiple-lock lockouts are required.
6. Upon completion of work on deenergized lines or equipment, it shall be determined that all employees are clear and that protective grounds installed have been removed prior to the removal of tags or locks.

On energized lines, rubber or such other goods may be used on voltages for which they are designed.

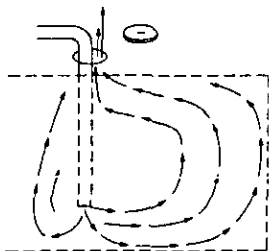
On energized lines in excess of the design of the protective equipment only hot sticks and/or such equipment as designed for that purpose shall be used.

SECTION 12 - CONFINED SPACES

A confined space is a space which by design has limited openings for entry and exit, unfavorable natural ventilation, may contain or produce dangerous air contaminants, is not intended for continuous employee occupancy or has any open top space (pit) more than four (4) feet deep. Examples include top entry transformers, storage tanks, ventilation ducts, coal hoppers, sewers, boiler drums, etc.

If a work area is a confined space, the following guidelines should be followed to ensure safe working conditions for the employees involved.

1. Test and monitor the area to determine if there are any *contaminants and/or lack of oxygen*.
2. Before entering a confined space, tests shall be made to determine:
 - i. presence of an explosive atmosphere
 - ii. percentage oxygen present
 - iii. presence of toxic chemicals such as carbon monoxide or hydrogen sulfide, depending on the situation.



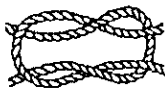
PROPLER POSITION OF VENTILATOR HOSE

- a. If test shows no explosive mixture present (20% LEL), adequate oxygen concentration (19.5%), and no toxic chemical concentration TLV, and work in-**PROPER POSITION OF side the confined space VENTILATOR HOSE** will take less than 1 0 minutes, and will not require the use of an open flame in the confined space, the confined space can be entered without forced ventilation.

- b. If test shows no explosive mixture present (20% LEL), adequate oxygen concentration (19.5-21.5%), no toxic chemical concentration TLV, and work inside the confined space will take more than 10 minutes and/or chemical products (i.e., solvents) are to be used inside the space, mechanical ventilation shall be provided before entering the confined space and as long as the confined space is occupied. Respiratory protection against the chemical product may also be necessary.
3. If adequate ventilation does not exist ensure that employees wear approved respirators when entering the space.
4. An employee should not enter a confined space unless there are provisions made for constant communication with another employee in the immediate vicinity (preferably visible contact) who is not in the confined space.
5. Provisions should also be made for adequate rescue procedures, including rescue equipment specifically designed for rescue from a confined space.
6. Employees working inside and outside of the confined space should be adequately trained in rescue and cardiopulmonary resuscitation (CPR).

APPENDIX A

Some Dependable Rope Knots and Hitches



Square or Reef Knot for joining ropes



Bowline gives loop that will not slip under strain, and can be easily untied after strain is released.



Running Bowline - Passing long end of bowline through loop makes a good slip knot.



Bowline on Bight makes a comfortable emergency sling to sit on.



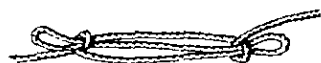
Timber Hitch and **Half Hitch** for lifting can be easily loosened after strain is released, but will not slip under pull.



Rolling Hitch for hauling spar or large cable.



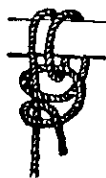
Double Sheet Bend for joining two ropes, especially those of unequal size, will hold new and wet ropes.



Sheepshank for shortening a rope or to bypass a weak spot.



Double Blackwall Hitch for hitching rope to hook for hoisting.



Fisherman's Bend for fastening rope to a ring or anchor.



Clove Hitch for snubbing a line.



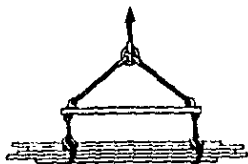
Wall Knot to prevent unstranding and act as a stopper.

GOOD AND BAD RIGGING PRACTICES

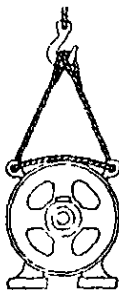
Double slings shall be used when hoisting two or more pieces of material over 12 feet long.



Wrong—Load over 12' long

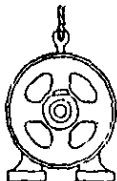


Right—Load over 12' long



EYE BOLTS

Vertical lift on eyebolt is good practice



Bad Practice—Lifting on eye bolts from an angle reduces safe loads as much as 90%

HOISTING STRUCTURAL STEEL

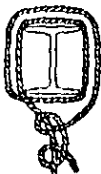


Bad Practice—Can bend flanges and cut rope



Good Practice—Use space blocks and pad corners

SUSPENDING NEEDLE BEAMS OR SCAFFOLDS



Bad Practice—Steel can cut rope



Good Practice—Sharp corners padded

WIRE ROPE

Improved Plow Steel*

Diameter Inches	Wire Center Minimum Breaking	Fiber Center Strength Net Tons	Pulling Line** Pounds
3/8	6.20	5.77	16,780
7/16	8.41	7.82	22,800
1/2	11.00	10.20	24,600
9/16	13.90	12.90	25,200
5/8	17.00	15.80	43,400
3/4	24.30	22.60	62,200
7/8	32.90	20.60	84,200
1	42.80	39.80	109,400

* 6 x 37 Classification

** 3 x 19 Classification

NYLON WEB SLINGS

(8000 lb/in Material)

**MAXIMUM SAFE WORKING LOADS -
POUNDS (SAFETY FACTOR = 5)**
(Eye and Eye, Twisted Eye, Triangle Fittings, Choker Fittings)

**Web
Width
(Inches)**

**Single
Vertical
Hitch**



**Single
Choker
Hitch**



**Single
Basket
Hitch
(Vertical
Legs)**



**2-Leg Bridle Hitch & Single
Basket Hitch With Legs
Included**



60°

45°

30°

1	1,600	1,200	3,200	2,770	2,280	1,600
2	3,200	2,400	6,400	5,550	4,520	3,200
3	4,800	3,600	9,600	8,300	6,800	4,800
4	6,400	4,800	12,800	11,100	9,050	6,400
5	8,000	6,000	16,000	13,850	11,300	8,000
6	9,600	7,200	19,200	16,600	13,600	9,600
7	11,200	8,400	22,400	19,400	15,800	11,200
8	12,800	9,600	25,600	22,200	16,100	12,800
9	14,400	10,800	28,800	25,000	20,400	14,400
10	16,000	12,000	32,000	27,700	22,600	16,000
11	17,600	13,200	35,200	30,500	24,900	17,600
12	19,200	14,400	38,400	33,300	27,200	19,200

If used with Choker Hitch multiply values by $\frac{1}{4}$.



For Double Basket Hitch multiply above values by 2.



NOTE: For Safe Working Loads of Endless or Grommet Slings, Multiply Above Values by 2.

NYLON WEB SLINGS

(6000 lb/in Material)

**MAXIMUM SAFE WORKING LOADS -
POUNDS (SAFETY FACTOR = 5)**
(Eye and Eye, Twisted Eye, Triangle Fittings, Choker Fittings)

Web Width (Inches)	Single Vertical Hitch	Single Choker Hitch	Single Basket Hitch (Vertical Legs)	2-Leg Bridle Hitch & Single Basket Hitch With Legs Included		
				60°	45°	30°
1	1,200	900	2,400	2,080	1,700	1,200
2	2,400	1,800	4,800	4,160	3,400	2,400
3	3,600	2,700	7,200	6,240	5,100	3,600
4	4,800	3,600	9,600	8,300	6,800	4,800
5	6,000	4,500	12,000	10,400	8,500	6,000
6	7,200	5,400	14,400	12,500	10,200	7,200
7	8,400	6,300	16,600	14,550	11,900	8,400
8	9,600	7,200	19,200	16,600	13,600	9,600
9	10,800	8,100	21,600	18,700	15,300	10,800
10	12,000	9,000	24,000	20,800	17,000	12,000
11	13,200	9,900	26,400	22,900	16,650	13,200
12	14,400	10,800	28,800	25,000	20,400	14,400

If used with Choker Hitch multiply values by 1/4.



For Double Basket Hitch multiply above values by 2.



NOTE: For Safe Working Loads of Endless or Grommet Slings, Multiply Above Values by 2.

SAFE WORKING LOADS FOR SHACKLES
(In tons of 2,000 pounds)

Material size (inches)	Pin diameter (inches)	SAE working load
1/2.....	5/8	1.4
5/8.....	3/4	2.2
3/4.....	7/8	3.2
7/8.....	1	4.3
1.....	1-1/8	5.6
1-1/8.....	1-1/4	6.7
1-1/4.....	1-3/8	8.2
1-3/8.....	1-1/2	10.0
1-1/2.....	1-5/8	11.9
1-3/4.....	2	16.2
2.....	2-1/4	21.2

**NUMBER AND SPACING OF U-BOLT
WIRE ROPE CLIPS**

Improved plow steel, rope diameter (inches)	Number of clips		Minimum spacing (inches)
	Drop forged	Other Material	
1/2.....	3	4	3
5/8.....	3	4	3-3/4
3/4.....	4	5	4-1/2
7/8.....	4	5	5-1/4
1.....	5	6	6
1 1/8.....	6	6	6-3/4
1 1/4.....	6	7	7-1/2
1 3/8.....	7	7	8-1/4
1 1/2.....	7	8	9

APPLYING WIRE ROPE CLIPS

The U-Bolts of all clips should always be on the short (dead) end of the rope.

Tighten nuts evenly to manufacturer's recommended torque.

Before lifting be sure that all clips have been torqued.

After several lifts, retorque all clips.

For wire rope sizes not shown in Table H-20 follow clip manufacturers' recommendations.

NUMBER AND SPACING OF U-BOLT WIRE ROPE CLIPS*

Improved plow steel, rope diameter(inches)	Number of clips		Minimum spacing (inches)
	Drop forged	Other Material	
1/2.....	3	4	3
5/8.....	3	4	3-3/4
3/4.....	4	5	4-1/2
7/8.....	4	5	5-1/4
1.....	5	6	6
1-1/8.....	6	6	6-3/4
1-1/4.....	6	7	7-1/2
1-3/8.....	7	7	8-1/4
1-1/2.....	7	8	9

* Table H-20, OSH Safety and Health Regulations for Construction.

RIGHT METHOD

CORRECT METHOD: U-Bolts or Clips on short end of rope.



CORRECT METHOD (with Clips removed): No distortion on live end of rope.



APPENDIX B

HAND SIGNALS FOR CRANES AND CHERRY PICKERS



STOP



DOG EVERYTHING



EMERGENCY STOP



TRAVEL



**TRAVEL BOTH TRACKS
(CRAWLER CRANES ONLY)**



**TRAVEL ONE TRACK
(CRAWLERS)**



RETRACT BOOM



EXTEND BOOM



SWING BOOM

HAND SIGNALS FOR CRANES AND CHERRY PICKERS



RAISE LOAD



LOWER LOAD



MAIN HOIST



MOVE SLOWLY



**RAISE BOOM
AND LOWER LOAD
(FLEX FINGERS)**



**LOWER BOOM
AND RAISE LOAD
(FLEX FINGERS)**



USE WHIP LINE



BOOM UP



BOOM DOWN

APPENDIX C

PROPER LIFTING TECHNIQUES

The Safe Way to Lift

Before you lift anything, think about the load you'll be lifting. Ask yourself: "Can I lift it alone?" "Do I need mechanical help?" "Is it too awkward for one person to handle, or should I ask a coworker for help?" If the load is manageable, follow these tips for safety lifting:

1. *Tuck Your Pelvis*

By tightening your stomach muscles you can tuck your pelvis which will help your back stay in balance while you lift.



2. *Bend Your Knees*

Bend at your knees instead of at your waist. This helps you keep your center of balance and lets the strong muscles in your legs do the lifting.



3. "Hug" The Load

Try to hold the object you're lifting as close to your body as possible, as you gradually straighten your legs to a standing position.



4. Avoid Twisting

Twisting can overload your spine and lead to serious injury. Make sure your feet, knees, and torso are pointed in the same direction when lifting.



Tips to Remember

In addition to these techniques, remember to make sure that your footing is firm when lifting and that your path is clear. And be sure to use the same safe techniques when you set your load down. It takes no more time to do a safe lift than it does to do an unsafe lift, so when not play it safe and lift it right?

APPENDIX D

GENERAL FIRST AID PROCEDURES

CHECK

- Check the scene for safety.
- Check the victim for level of consciousness, breathing, pulse, and bleeding.

HOW TO CALL

Give the dispatcher the necessary information.

CALL 911 OR APPROPRIATE EMERGENCY NUMBER

Be prepared to give --

- The exact location or address of the emergency. Include nearby intersections, landmarks, and the building name, floor, or room or apartment number.
- The telephone number from which the call is being made.
- The caller's name.
- What happened.
- How many people are involved.
- The conditions of the victims.
- What help is being given.

DO NOT HANG UP UNTIL THE DISPATCHER HANGS UP. The EMS dispatcher may be able to tell you how to best care for the victim until the ambulance arrives.

RETURN AND CONTINUE TO CARE FOR THE VICTIM.

When to call

Call for an ambulance if the victim --

- *Is or becomes unconscious.*
- Has trouble breathing.
- Has chest pain or pressure.
- Is bleeding severely.
- Has pressure or pain in the abdomen that does not go away.
- Is vomiting or passing blood.
- Has seizures, a severe headache, or slurred speech.
- Appears to have poisoned.
- Has injuries to the head, neck, or back.
- Has possible broken bones.

Or call if the situation involves --

- *Fire or explosion.*
- Downed electrical wires.
- Swiftly moving or rapidly rising water.
- Presence of poisonous gas.
- Vehicle collisions.
- Victims who cannot be moved easily.

How to Care

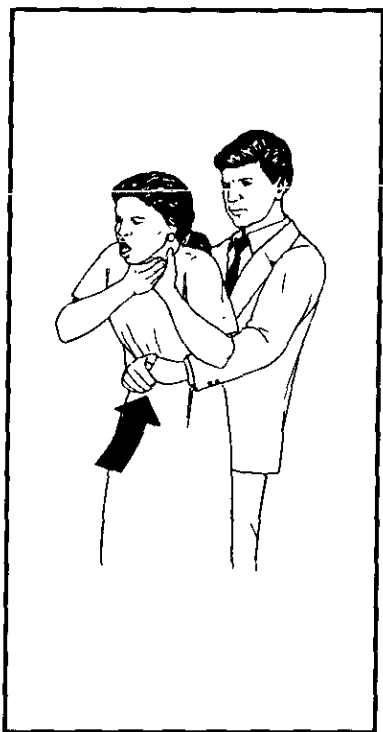
Care for life-threatening conditions first. If there are none --

- Watch for changes in the victim's breathing and consciousness.
- Help the victim rest comfortably.
- Keep the victim from getting chilled or overheated.
- *Reassure the victim.*

► **If Unable to Speak, Cough, or Breathe**

Give abdominal thrusts (if person is conscious) --

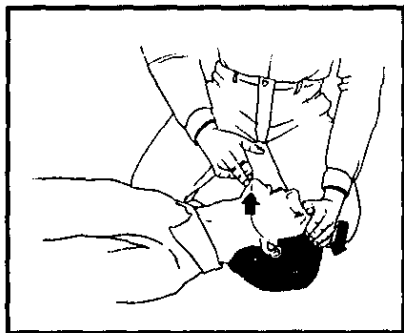
Place fist just above navel and give quick, upward thrusts until object is removed.



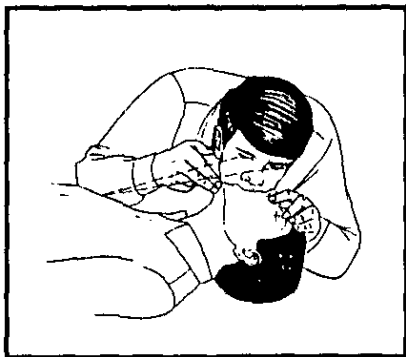
► If Not Breathing

Give rescue breathing --

**Tilt head back
and lift chin.**



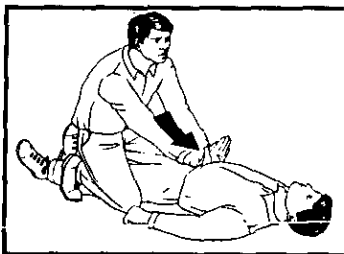
**Pinch nose
shut. Give one
slow breath
about every
5 seconds.**



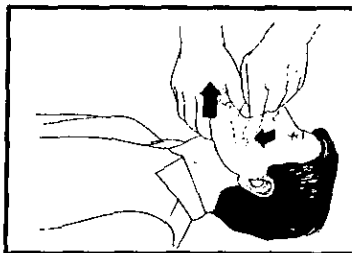
► If Air Won't Go In

Give abdominal thrusts --

Give up to 5 abdominal thrusts.



Look for and clear any objects from mouth.



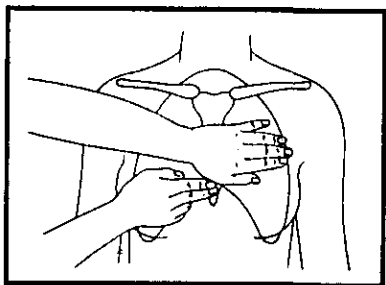
Tilt head back and reattempt breaths. Repeat steps until breaths go in.



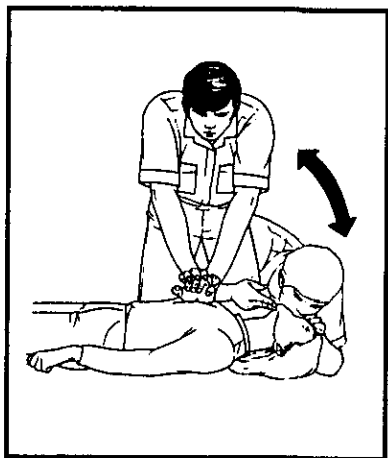
► **If Not Breathing and No Pulse**

Give CPR --

Find hand position on center of breastbone.



Compress chest 5 times. Give 2 slow breaths. Repeat sets of compressions and breaths until ambulance arrives.



► If Bleeding

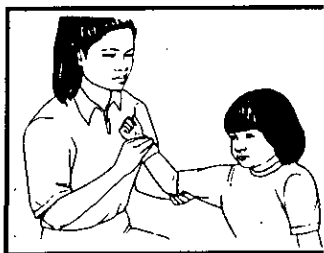
Control bleeding --

If bleeding is severe.

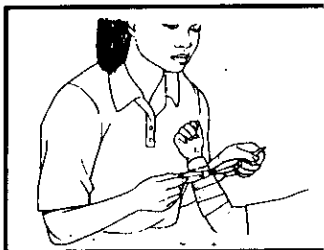
**Apply pressure
against the wound
using a clean cloth.**



**Raise the injured
area if you do not
think the wound
involves a broken
bone.**



**Apply a bandage
snugly over the
dressing.**



► If Burned

To care for a burn --

Stop the Burning - Put out flames or remove the source.

Cool the Burn - Use large amounts of cool water.

Cover the Burn - Cover with dry, clean dressings.

If caused by --

Chemicals - Flush skin or eyes with large amounts of cool running water.

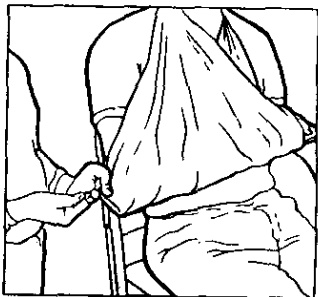
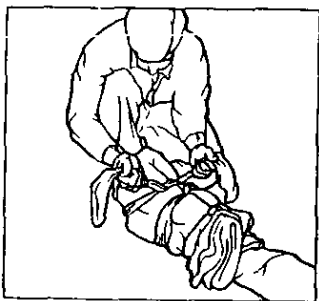
Electricity - Make sure power is off. Check breathing and pulse if unconscious. Cover burn with a clean, dry dressing.

A critical burn needs immediate medical attention. Call for an ambulance if a burn --

- Involves breathing difficulty.
- Covers more than one body part.
- Involves the head, neck, hands, feet, or genitals.
- Is to a child or elderly person (other than a very minor burn).
- Is caused by chemicals, explosions, or electricity.

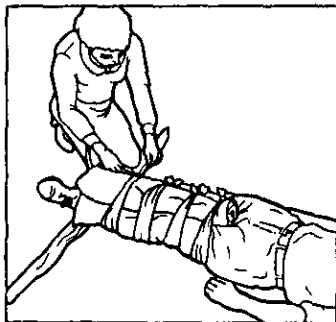
► If Unable to Move or Use Body Part

- *Keep the injured part from moving*
- *Apply ice to the injury site*
- *Get medical care*



Splint the body part -

- Only if the victim must be moved.
- Only if you can do it without causing more pain.
- In the position you find it.



To splint the injury -

Support the injured area above and below the site of the injury. Soft materials, such as folded blankets, towels, pillows, folded triangular bandages, or a triangular bandage tied as a sling can be used.

► **If Suddenly Ill**

Care for life-threatening conditions first. Then --

- Help the victims rest comfortably.
- Keep the victim from getting chilled or overheated.
- Reassure the victim.
- Watch for changes in consciousness and breathing.
- Do not give anything to eat or drink unless the victim is fully conscious.

If the victim --

Vomits - Place the victim on his or her side.

Faints - Position victim on back and elevate legs if no head or back injury suspected.

Has a Diabetic Emergency - Give the victim some sort of sugar.

Has a Seizure - Do not hold or restrain the person or place anything between the teeth. Remove any objects that might cause injury. Cushion the victim's head using folded clothing or small pillow.

Has Been Poisoned - Call the local emergency number or the Poison Control Center.

■ A COMMITMENT

THE QUALITY

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