

---

INSIDE CONSTRUCTION  
and MAINTENANCE

# AGREEMENT

2006 - 2010 K# 8129

INCLUDING

12-COUNTY ADDENDUM AGREEMENT

AND

RESIDENTIAL SIDE LETTER

BETWEEN

MINNEAPOLIS CHAPTER,  
NATIONAL ELECTRICAL  
CONTRACTORS ASSOCIATION



AND THE

INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS,  
LOCAL UNION NUMBER 292,  
A.F.L. - C.I.O.

---



**LOCAL UNION NO. 292**  
**INTERNATIONAL BROTHERHOOD**  
**OF ELECTRICAL WORKERS**

312 Central Avenue  
Minneapolis, Minnesota 55414

Business Office – (612) 379-1292  
Hiring Hall – (612) 378-2860

Steve Claypatch, Business Manager

*St. Cloud Office*  
103 Doctors Park  
St. Cloud, Minnesota 56303  
(320) 253-1292

**MINNEAPOLIS CHAPTER NECA**

**NATIONAL ELECTRICAL**  
**CONTRACTORS ASSOCIATION**

5100 Gamble Drive, Suite 365  
Minneapolis, Minnesota 55416

Telephone – (952) 591-1800

Jeffrey Ohman, Secretary-Manager

2006-2010

# INDEX

ARTICLE or SUBJECT	SECTION	PAGE
Administrative Maintenance Fund . . . . .	6.15	52
Affirmative Action . . . . .	3.21	20
Age Ratio . . . . .	5.08	31
Agreement (term) . . . . .	1.01	2
Amendments 1.02 . . . . .	1.03	2,3
Annuity . . . . .	6.05	41
Apprenticeship (general provisions) . . . . .	Art. II	5
(wages-fringes) . . . . .	5.04	29
Arbitration . . . . .	1.07, 1.08	4
Area of Agreement (defined) . . . . .	-	1
(map) . . . . .	-	112
Cable Splicing/Welding . . . . .	5.05	30
Classifications . . . . .	5.04	29
Co-mingling employees . . . . .	5.24	38
Code of Excellence . . . . .	4.15(a)(1), 9.02(a)	25,63
Credit Union . . . . .	6.10	47
Default in Payments . . . . .	5.04(due)	29
Delinquencies-Collections . . . . .	6.13(c)	49
Dues Check-off . . . . .	6.11, 12	48
Employer (definition of) . . . . .	3.01	11
(working employer) . . . . .	3.04	13
(non-resident employer) . . . . .	3.14	17
Equipment (vehicle signs) . . . . .	8.06	61
Examinations . . . . .	4.10	23
Excessive Unemployment Clause . . . . .	5.17	35
First Aid Information . . . . .	-	124
Foreman . . . . .	9.03	64
Fringes (amount) . . . . .	5.04	29
(general provisions) . . . . .	Art. VI	39
Grievance Procedure - Time Limits . . . . .	1.06	4
Hiring Procedure . . . . .	Art. IV	21
Holidays . . . . .	5.02	27
funding of . . . . .	6.03	40
Hours of Work . . . . .	5.01	27
Injuries . . . . .	5.13	33
Journeyman (wages-fringes) . . . . .	5.04	29
(Quality work-corrections) . . . . .	9.02	62
Jurisdiction (trade) . . . . .	3.10	15
Jury Duty . . . . .	6.06	42
Labor-Management		
Cooperative Committee . . . . .	6.08	44
Lay-off Notice and Pay . . . . .	5.11	32
Lay-off Procedure . . . . .	4.21	26

ARTICLE or SUBJECT	SECTION	PAGE
Loaning Employees	5.24	38
Lunch Break	5.01	27
Lunch Facility	5.20	37
Management Rights	3.03	13
Manpower Survey	5.17	34
Meal Break	5.20	37
Memoranda	-	68
Mileage Expense Pay	8.01	59
NLMCC	6.09	45
Overtime	5.02	27
Overtime distribution	3.15	17
Parking Fees	8.02	59
Parking - Jobsite	8.05	61
Pensions	6.04	41
Picket Lines	3.13	17
Premium Work & Pay	5.23	37
Reduced Work Week	5.18	36
Reporting-Leaving Time	5.09	31
Residential Side Letter		79
Safety	Art. VII	53
Shift Work	5.16	34
Show Up Provisions	5.19	37
Stewards	3.17	18
Supplemental Unemployment Fund	6.05(c)	42
Subletting Work	3.11	15
Twelve-County Addendum Agreement		71
Time Clocks	5.22	37
Tools	9.01	61
Travel Provisions	8.04	60
Tunnels	5.23	37
Union Business	3.20	20
Union Security	3.09	14
Vacations	5.14	33
(funding of personal savings monies)	6.03	40
Vehicles - Use of	8.03	59
Wages	5.04	29
(Wage and Fringe tables	114-123	
(payments of)	5.06	30
(non-payment of)	5.07	30
Wage-Fringe Bond	3.02	11
Welfare Insurance	6.02	40
Work Day-Work Week	5.01	27
Work Preservation	3.18	19
Workers' Compensation	6.14	51

---

## **AGREEMENT**

Agreement by and between the Metro Division of the Minneapolis Chapter of the National Electrical Contractors Association (NECA) and Local Union No. 292, International Brotherhood of Electrical Workers.

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

As used hereinafter in this Agreement, the term "Chapter" shall mean the Minneapolis Chapter of NECA and the term "Union" shall mean Local Union No. 292.

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

## **BASIC PRINCIPLES**

The Employer and the Union have a common and sympathetic interest in the electrical industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common-sense methods. To these ends this Agreement is made.

## **AREA OF AGREEMENT**

This Agreement shall apply in the following geographical area:

Contains all of Hennepin, Carver and Scott Counties, and all that part of Anoka County containing these Cities: Andover, Anoka, Columbia Heights, Coon Rapids, Fridley, Hilltop, Ramsey and Spring Lake Park; all of Wright County and that portion of Benton and Sherburne Counties east of State Highway 25 to Highway 10 and an imaginary line straight west to the Mississippi River.

## ARTICLE I

### EFFECTIVE DATE – CHANGES – TERMS OF THE AGREEMENT – GRIEVANCES – DISPUTES

**SECTION 1.01. AGREEMENT DATES** – This Agreement shall take effect May 1, 2006, and shall remain in effect until April 30, 2010, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter from May 1 until April 30 of each year, unless changed or terminated in the way later provided herein.

### SECTION 1.02. AMENDMENTS – TERMINATION PROVISIONS

- (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least ninety (90) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.
- (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 for the Electrical Contracting Industry (CIR), 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 1.03. AMENDMENTS DURING TERM** – 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 IBEW for approval, the same as this Agreement.

**SECTION 1.04. NO STRIKE - NO LOCKOUT DURING TERM** – During the term of this Agreement, there shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

**SECTION 1.05. LABOR-MANAGEMENT COMMITTEE** - There shall be a Labor-Management Committee of three (3) representing the Union and three (3) 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.

**SECTION 1.06. GRIEVANCE PROCEDURE - STEP I** - 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.

**SECTION 1.07. GRIEVANCE PROCEDURE - STEP II** - All matters coming before the Labor-Management Committee shall be decided by 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.

**SECTION 1.08. ARBITRATION** - Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

**SECTION 1.09 ARBITRATION - CONDITION UNCHANGED** - When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.



**SECTION 1.10. TIME LIMITS** – All grievances must be filed with the representative of the organization of the alleged violating party within ten (10) working days. This shall mean that such notice shall be post-marked within ten (10) working days of the occurrence or within ten (10) working days of the time the aggrieved party first became aware of the alleged violation. Any grievance not postmarked within the foregoing time limit shall be deemed not to exist. This limitation may be waived by *joint agreement* between the parties.

## **ARTICLE II**

### **STANDARD INSIDE APPRENTICESHIP LANGUAGE**

**SECTION 2.01. JATC – PURPOSE – STRUCTURE** – There shall be a local Joint Apprenticeship and Training Committee (*JATC*) consisting of a total of either six (6) or eight (8) members who shall also serve as Trustees to the local Apprenticeship and Training Trust. An equal number of members (either three or four) 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 industry policies to ensure that each Apprentice has satisfactorily completed the NJATC required hours and course of study. All Apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

*The JATC shall be responsible for the training of Apprentices, Journeymen, Installers, Technicians, and all others (unindentured, Intermediate Journeyman, etc.).*

**SECTION 2.02. JATC – TERMS – MEETINGS** – All JATC member appointments, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a four (4) 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 2.03. JATC – ARBITRATION** – Any issue concerning an Apprentice or an Apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve, 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 One of this Agreement; except for Trust fund matters, which shall be resolved as stipulated in the local Trust instrument.

**SECTION 2.04. SUBCOMMITTEES** – 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 2.05. JATC DIRECTOR** – The JATC may select and employ a part-time or a 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 2.06. APPRENTICE PROBATION – TRAINING PERIODS** – 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 2.07. APPRENTICE INDENTURE-REMOVAL FOR CAUSE** – All Apprentices shall enter the program through the JATC as provided for in the registered Apprenticeship standards and selection procedures.

An Apprentice 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 Unions 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 some-time 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 2.08. HIRING RATIO** – The JATC shall select and indenture a sufficient number of Apprentices to meet local manpower needs. The JATC is authorized to indenture the number of Apprentices necessary to meet the job site ratio as per Section 2.12.

**SECTION 2.09. QUALIFIED APPLICANT LIST** - Though the JATC cannot guarantee any number of Apprentices, if a qualified Employer requests an Apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC 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 2.10. - UNINDENTURED WORKERS** - 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 assignment. 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, such as math review, English, safety, orientation/awareness, introduction to OSHA, first-aid and CPR. Participation shall be voluntary.

**SECTION 2.11. NEBF** - 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 2.12. JOB SITE RATIO** – Each job site shall be allowed a ratio of two (2) Apprentices for every three (3) Journeyman Wiremen or fraction thereof as illustrated below.

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
7 to 9	6
↓	↓
97 to 99	66
etc.	etc.

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 a single, separate job site.

**SECTION 2.13. APPRENTICE SUPERVISION**  
– 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.

Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman. An Apprentice shall not be the first person assigned to a job site and Apprentices shall not supervise the work of others.

**SECTION 2.14. GRADUATING APPRENTICES** - 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 2.15. JATC FUND** - 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 2.16. CONTRIBUTION RATE** - 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. The percentage (as specified in Section 5.04(b)) based on the gross monthly payroll shall be contributed by the Employer and paid 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 III

### EMPLOYER RIGHTS – UNION RIGHTS

#### SECTION 3.01. DEFINITION OF EMPLOYER AND EMPLOYEE

- (1) The Employer as recognized by this Agreement must be a person, firm or corporation meeting reasonable requirements as to knowledge and experience in the electrical industry, financial responsibility, business integrity and must show sincere intentions to conduct a legitimate electrical business. The Employer must maintain a place of business and a suitable financial status to meet all requirements. Except for outside firms covered by Section 3.15 and as permitted by Section 5.18, the Employer must employ at least one (1) *Journeyman Wireman Employee* other than a working Employer, who is covered by this Agreement and guaranteed forty (40) hours wages and fringes per week.
- (2) The Employee as recognized by this Agreement must be a work person covered by the terms and conditions of this Agreement.

#### SECTION 3.02. WAGE – FRINGE BOND

- (1) Within the Minneapolis Electrical Industry Board, a *Wage and Benefit Indemnity Fund* shall be established to provide for payment of up to one-hundred thousand dollars (\$100,000.00) per Employer in each jurisdiction (\$100,000.00 in Local 110 and \$100,000.00 in Local 292) in wages to and benefit plan contributions on behalf of the Employees of an Employer who defaults on such obligations and to provide for the expenses of operating the Wage and Benefit Indemnity Fund.
- (2) Effective May 3, 1997, each existing Employer shall make a one-time contribution of five hundred dollars (\$500.00) and new signatories shall make a one-time contribution of one-

thousand dollars (\$1,000.00) to the Minneapolis Electrical Industry Board Wage-Benefit Indemnity Fund.

A new signatory is defined as a newly organized Contractor or a signatory Contractor who does not currently have coverage under this bond. New signatories will be considered "new" for a period of three (3) years from the date they sign a Letter of Assent with either Local 110 or 292.

- (3) At such time as the fund balance drops below four-hundred thousand dollars (\$400,000.00), and assessments are necessitated, they shall be on an annual basis until the cap of six-hundred thousand dollars (\$600,000.00) is reached and shall be on a graduated scale as follows:
- (a) For those signatory for less than one (1) year:
- With twenty (20) or fewer bargaining-unit employees listed on the most recent payroll report: five-hundred dollars (\$500.00) prorated based on the amount of time elapsed since the initial assessment was made.
  - With twenty-one (21) or more bargaining-unit employees listed on the most recent payroll report: seven-hundred fifty dollars (\$750.00) prorated based on the amount of time elapsed since the initial assessment was made.
- (b) For those signatory for one year or more:
- With twenty (20) or fewer bargaining-unit employees listed on the most recent payroll report: five-hundred dollars (\$500.00).
  - With twenty-one (21) or more bargaining-unit employees listed on the most recent payroll report: one-thousand dollars (\$1,000.00).



**SECTION 3.03. 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.

**SECTION 3.04. WORKING EMPLOYERS** – Employers as defined in Section 3.01 (1) of this Agreement, may be permitted to work on jobs under this Agreement subject to the following conditions:

- (a) Only one (1) person who is the majority 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.
- (b) The working Employer must obtain referral from the Local Union 292, IBEW, hiring hall prior to the start of work.
- (c) 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 contribution to fringe benefits he cannot legally or by policy participate in.
- (d) A working Employer may work a maximum of forty (40) hours per week. However, these hours shall be worked during the normal working hours – 7:00 a.m. to 4:30 p.m. – Monday through Friday, except for emergency work required by the customer.

**SECTION 3.05. LAWFULLY MANDATED CONTRIBUTIONS AND INSURANCE** – All Employers shall carry Workers Compensation Insurance, Social Security, and make contributions to the Minnesota Unemployment Compensation Fund and such other protective insurance as required by the laws of the State of Minnesota and shall furnish satisfactory proof of such to the Union.

**SECTION 3.06. RIGHT OF UNION ACCESS TO SHOP OR JOBS** – The Business Manager or his designated representative shall be allowed access to any shop or job at any reasonable time where Employees are employed under the terms of this Agreement. No Employer covered hereunder shall deny the Business Manager or his designated representative access to any job or shop at any reasonable time where Employees are employed under this Agreement.

**SECTION 3.07. FAVORED NATIONS** – 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 such concessions.

**SECTION 3.08. ELECTRICAL WORK TO COMPLY WITH LAW** – The parties agree that all electrical work shall be performed in compliance with state laws and local ordinances governing such work and shall be performed by persons authorized or permitted by law to perform such work.

**SECTION 3.09. UNION SECURITY** – The Employer agrees that all Employees covered by the terms of this Agreement shall as a condition of employment become and remain members in good standing of the Local Union. Employees who pay the Local Union's initiation fees and dues relating to the Union's representational function shall be deemed to have satisfied the membership in good standing.

**SECTION 3.10. UNION BARGAINING RIGHTS - JURISDICTION**

- (a) The Employer recognizes the Union as the sole and exclusive representative of all its Employees performing work covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment.
- (b) The Employer understands that the Local Union's jurisdiction - both trade and territorial - is not subject for negotiations but rather is determined solely within the IBEW by the International President and, therefore, agrees to recognize and be bound to such determinations.

**SECTION 3.11. WORK COVERED - SUBLETTING** - 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 subsection (a) of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union, after a finding has been made by the International President of the Union that such violation or annulment has occurred.

The subletting, signing, 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 the construction, alteration, painting, or repair of a building, structure, or other work, will be deemed a material breach of this Agreement.

All charges of violations of the preceding paragraph of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final binding resolution of disputes.

- (a) The Employer recognizes the IBEW as having *jurisdiction over the installation, operation, maintenance and repair of all electrical wiring and electrical equipment used in the construction, alteration and repair of buildings, structures, bridges, street and highway work, tunnels, subways, shafts, dams, river and harbor work, airports, mines, all electrical raceways for electrical wires and cables, and such other work as by custom has been performed by members of the IBEW when determined to be within the Inside branch in accordance with this Section below.*

All electrical work as defined in this Section and all equipment, tools, supports, materials, and temporary light and power work used to *accomplish such electrical work shall be performed by workmen covered by this Agreement. 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., at the job site shall be performed by Employees covered under this Agreement.*

- (b) The Employer understands that the Local Union's jurisdiction – both trade and territorial – is not a subject for negotiations but rather is determined solely within the IBEW by the International President and, therefore, agrees *to recognize and be bound by such determinations.*

**SECTION 3.12. OTHER LABOR DISPUTES –**  
This Agreement does not deny the right of an individual Employee to render assistance to other Labor Organizations by withdrawal from a job when necessary but no withdrawal shall take place until the Employer involved is first given reasonable advance notice.

**SECTION 3.13. PICKET LINES** – It shall not be a violation of this Agreement, and it shall not be cause for discharge or any other disciplinary action by the Employer against any Employee, for an Employee to refuse to cross a lawfully established picket line.

**SECTION 3.14. NON-RESIDENT EMPLOYERS** – 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 (4) bargaining unit Employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two (2) 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.

**SECTION 3.15. EQUALIZATION OF OVERTIME DISTRIBUTION** – The Employer shall see that all overtime is equally and impartially allotted to all Employees represented by the Union as equitably as practicable. In a case where a special skill is involved, this provision will be waived by notice to the Shop Steward. When Employees who are not part of the regular crew turn down overtime, these provisions do not apply.

**SECTION 3.16. PAYROLL INSPECTION** – The Employer shall show the payroll of the Employees in his employ to the Business Manager of the Union, or his representative, if requested to do so. The Business Manager's representative must be designated in writing.

**SECTION 3.17. STEWARDS -**

- (a) The Union has the right to appoint Stewards at any shop and/or job where Employees are employed under the terms of this Agreement. The Employer shall be notified in writing and furnished the name of the Steward. Such Stewards shall be allowed sufficient time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at his shop or on his job. No Steward shall be discriminated against by any Employer because of his faithful performance of duties as Steward. The Shop Steward shall be the second to the last Journeyman in the shop. On jobs where the crew size reaches four or more Employees, the Job Steward shall be the second to the last Journeyman on the job. Such Job Steward may be transferred from the job by approval of the Business Manager if requested by the Chapter Manager. Any problems concerning any Steward shall be referred to the Chapter Manager and Business Manager for resolution.
- (b) A Steward shall be given reasonable time to perform his duties without loss of pay providing he notifies his Employer when he is to absent himself from a particular job 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. The Shop Steward, or if there is no Shop Steward the Job Steward, shall be notified of all manpower changes of Employees (covered under this Agreement) in the shop weekly, with prior notice of layoffs.

- (c) The Employer shall provide an accounting of all hours worked by each Employee each month to the Shop Steward.
- (d) Within five (5) days of a Job Steward appointment, a non-bargaining unit jobsite Employer representative, a Local 292 representative, the Job Steward, and the Job Foreman will meet to discuss Labor-Management responsibilities.

**SECTION 3.18. WORK PRESERVATION -**

- (a) In order to protect and preserve, for the Employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any 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 majority ownership, the terms and conditions of this Agreement shall be applicable to all such work. All charges or violations of this Section shall be considered as a dispute 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.
- (b) As a remedy for violations of this Section, the Labor Management Committee, the Council on Industrial Relations for the Electrical Contracting Industry, and/or an independent arbitrator, as the case may be, are empowered, in their discretion and at the request of the Union, to require an Employer to (1) pay to affected Employees covered by this

Agreement, including registered applicants for employment, the equivalent of wages lost by such Employees as a result of the violations; and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section nor does it make the same or other remedies unavailable to the Union for violations of other Sections or other Articles of this Agreement.

- (c) If, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with subsection (b) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or Fund Trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

**SECTION 3.19. COMMITTEES** – All Committees covered by the Labor Agreement shall be represented by not more than four (4) members from each of the parties. The Secretary and Chairman shall be alternated annually between the parties. Committees shall meet as scheduled or at the call of either party to the Agreement.

**SECTION 3.20. UNION BUSINESS** – The Employer shall grant necessary time off without discrimination to any Employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business. The Union shall provide two (2) working days notice of need for such leave when possible.

**SECTION 3.21. AFFIRMATIVE ACTION** – The parties agree that there will be no discrimination against any Employee or applicant for employment because of race, color, creed, religion, national origin.



sex, marital status, status with regard to public assistance, disability, sexual orientation, age, Union membership status or activity, or any other activity or status protected by applicable federal, state or local law.

## **ARTICLE IV**

### **HIRING PROCEDURE**

**SECTION 4.01. ORDERLY - EFFICIENT REFERRAL PROCEDURE** - 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 the 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.

**SECTION 4.02. UNION EXCLUSIVE SOURCE OF EMPLOYEES** - The Union shall be the sole and exclusive source of referral of applicants for employment.

**SECTION 4.03. EMPLOYER RIGHT TO REJECT** - The Employer shall have the right to reject any applicant for employment.

**SECTION 4.04. NON-DISCRIMINATING CLAUSE** - 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.

**SECTION 4.05. QUALIFICATIONS OF APPLICANTS** - The Union shall maintain a register 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 - JOURNEYMAN  
TECHNICIAN**

- GROUP I** All applicants for employment who have four (4) 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 Local Union of the IBEW 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 one (1) year in the last four (4) years in the geographical area covered by the Collective Bargaining Agreement.
- GROUP II** All applicants for employment who have four (4) 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 IBEW 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 (2) 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 (6) months in the last three (3) 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 (1) year.

**SECTION 4.06. TEMPORARY EMPLOYEES -**  
If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty-eight (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".

**SECTION 4.07. REPLACEMENT 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.

**SECTION 4.08. NORMAL CONSTRUCTION LABOR MARKET** – The 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: Contains all of Hennepin, Carver and Scott Counties, and all that part of Anoka County containing these Cities: Andover, Anoka, Columbia Heights, Coon Rapids, Fridley, Hilltop, Ramsey and Spring Lake Park; all of Wright County and that portion of Benton and Sherburne counties east of State Highway 25 to Highway 10 and an imaginary line straight west of the Mississippi River.

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

**SECTION 4.09. RESIDENT** – Resident means a person who has maintained his permanent home in the above-defined geographical area for a period of not less than one (1) 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.

**SECTION 4.10. EXAMINATIONS** – 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 exam-

inations given by a duly constituted Inside Construction Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. Applicant shall be eligible for examination if he has four (4) year's experience at the trade.

**SECTION 4.11. REGISTRATION AND RE-REGISTRATION PROCEDURE** – The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in the chronological order of the dates they register their availability for employment.

**SECTION 4.12. OUT OF WORK LIST** – An applicant who has registered on the "Out of Work List" must renew his application in accord with Local 292's Hiring Hall Rules, or his name will be removed from the "List".

**SECTION 4.13. FORTY (40) HOURS OR LESS** – 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.

**SECTION 4.14. ORDER OF REFERRAL – EMPLOYERS REQUEST IN WRITING** – Employers shall advise the Business Manager of the Local Union in writing of the number of applicants needed.

The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in order of their places 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 the Group.

**SECTION 4.15. EXCEPTIONS TO ORDER OF REFERRAL** – The only exceptions which shall be allowed in this order of referral are as follows:

- (a) Special Skills – 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 and certification as Welder, High Voltage Splicer, Instrument Tech I, Instrument Tech II and Code of Excellence.

(1) The Code of Excellence is a program designed to provide increased value to electrical construction and maintenance users by enhancing the performance of signatory Employers and the efficiency and craftsmanship of IBEW workers. The program is intended to enhance the partnership between labor and management that is devoted to furthering our common objectives by maintaining our high standards of workmanship while improving our competitiveness

When an applicant is referred out as possessing a Code of Excellence certification, the applicant must be accepting a referral to a certified Code of Excellence contractor for an identified Code of Excellence Project. The normal layoff procedure described in Article IV, Section 4.21 shall be followed.

**SECTION 4.16. APPEALS COMMITTEE** - An Appeals Committee is hereby established of one (1) member appointed by the Union, one (1) member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

**SECTION 4.17. APPEALS PROCEDURE** - 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 Section 4.04 through 4.14 of this Agreement. The Appeals Committee shall have the power to make the final and binding decision on any complaint which shall be complied with by the Local

Union. The Appeals Committee is authorized to issue procedural rules for the conduct of this 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 4.18. REFERRAL RECORDS OPEN TO CHAPTER FOR INSPECTION** – 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 4.19. REFERRAL PROCEDURE POSTED** – A copy of the referral procedure set forth in this Agreement shall be posted on the bulletin board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

**SECTION 4.20. APPRENTICES REFERRAL PROCEDURE** – Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

**SECTION 4.21. LAYOFF – REDUCTION IN FORCE PROCEDURE** – When making reductions in the number of Employees due to lack of work, Employers shall use the following procedure:

- (a) 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.
- (b) Paragraph (a) will not apply as long as the special skill requirement as provided for in Section 4.15(a) is required.
- (c) 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 Paragraph (a) above.

## ARTICLE V

### HOURS - WAGE PAYMENT - WORKING CONDITIONS

**SECTION 5.01. HOURS** - Eight (8) consecutive hours between 7:00 a.m. and 4:30 p.m. exclusive of a meal period of not less than thirty (30) minutes nor more than one (1) hour to be taken between 12:00 noon and 1:00 p.m. shall constitute a regular work day. Five (5) such days, Monday through Friday, shall constitute the work week. The work day may be varied by one (1) hour for a 6:00 a.m. straight time start by mutual agreement between the Chapter Manager and Business Manager if the needs of the customer have to be met.

### **SECTION 5.02. OVERTIME - HOLIDAYS**

- (a) All work in excess of regular hours on regular work days/shifts, Monday through Friday inclusive, shall be paid for at one and one-half (1&1/2) times the regular rate of single time for the first two (2) hours. All other times shall be paid for at double the rate of single time which includes Saturdays, Sundays and holidays, or days celebrated for same, with the exception of Saturday maintenance work as stipulated in Section 5.02 (c).
- (b) The following days are recognized holidays:  
New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day and Christmas Day.

If the Fourth of July falls on Saturday, Friday shall be celebrated as the holiday. If the Fourth of July falls on Sunday, Monday shall be celebrated as the holiday.

If Christmas Eve Day or Christmas Day falls on Saturday or Sunday, the preceding Friday and proceeding Monday shall be celebrated as the holidays.

If New Years Day falls on Sunday, the follow-

ing Monday shall be celebrated as the holiday.

It is the intent of the parties to this Agreement that work shall not be scheduled on Martin Luther King Day, Good Friday, Veterans Day, and the day before New Years unless requested by the customer. If the Employer determines that it is necessary to work on any of the aforementioned days, the affected Employees and the Employer shall mutually agree to an alternate day off to be taken by the Employee.

- (c) Saturday maintenance repair work shall be one and one-half (1 & 1/2) times the straight time hourly rate of pay. Maintenance repair shall mean the scheduled work required to provide for the efficient operation and maintenance of existing apparatus equipment and machines by replacement of parts of existing apparatus equipment and machinery.
- (d) All work performed on the job or in the shop of five (5) or more days duration between the hours of 6:00 a.m. and the regular starting time Monday through Friday, shall be paid at one and one-half (1 & 1/2) times the regular single time rate of pay, unless hours of work exceed ten (10) hours in which case the rate of pay shall be double time, provided that the Chapter Manager and the Business Manager have been notified prior to the start the scheduled work.
- (e) When Employees are requested to work overtime. Employees shall be given at least four (4) hours notice by the Employer when practicable.

**SECTION 5.03. NO LABOR DAY WORK** – No work shall be performed on Labor Day except in case of emergency and then only after permission is granted by the Business Manager of the Union.



**SECTION 5.04. WAGES - CLASSIFICATIONS  
- FRINGE PAYMENTS**

<b>4 YEAR AGREEMENT</b>	<b>5-1-06</b>	<b>5-1-07*</b>	<b>5-1-08*</b>	<b>5-1-09*</b>
<b>TOTAL PACKAGE</b>	<b>\$ 2.00</b>	<b>\$ 2.00</b>	<b>\$ 2.10</b>	<b>\$ 2.20</b>
<b>INCREASE</b>				

\*To be allocated at a later time.

**(a) CLASSIFICATION - WAGES**

**See Appendix #1 For Journeymen and  
Appendix #2 for Apprentices**

**(b) FRINGES**

**See Appendix #1 for Journeymen and  
Appendix #2 for Apprentices**

- (c) NECA will contribute to JATC funding fifty thousand dollars (\$50,000.00) each year of the Agreement for a total of two-hundred thousand dollars (\$200,000.00). In addition, NECA will match the Union dollar for dollar up to a maximum of fifty-thousand dollars (\$50,000.00) per year.
- (d) All fringe payments provided for in this Agreement are due and payable no later than the fifteenth (15th) of the month following the calendar month for which contributions are made.
- (e) The Employer agrees that it shall not constitute a violation of this Agreement for the Union to remove the workmen employed by an Employer who is delinquent in any wage or fringe payment due under the terms of this Agreement. In the event the Employer desires to rehire the Employees removed for this reason, he must pay each Employee for all lost time due to this delinquency.
- (f) Any Employer who is a party to this Agreement who is found to be delinquent in his payments with reference to wages, check-off of Union dues, authorized Credit Union deduction, 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 (1) warning notice in writing. Such cancellation shall not be determined as a strike, walkout, or stoppage of work and is subject to approval of the I.P. of the IBEW.

- (g) Every Employer shall make his records open for audit as required by ERISA.
- (h) All Employers monthly payroll ending date shall be the last Friday of the calendar month.

**SECTION 5.05. CABLE SPLICER/WELDER –**

All time spent on welding or cable splicing or termination with 15KV cable or over performed by Journeyman Wiremen shall be paid at the Cable Splicer/Welder rate of pay. In the event an Apprentice performs welding, he/she shall be required to have completed the JATC welding class or have proper certification and shall be paid at the Cable Splicer/Welder rate of pay. Foremen performing welding shall receive the Cable Splicer/Welder rate of pay plus the applicable Foreman differential.

**SECTION 5.06. PAYMENT OF WAGES –**

Wages shall be paid weekly in cash or check on Friday on the Employer's time and not more than seven (7) days time shall be withheld. A receipt showing all wage and fringe benefit deductions required by law and deductions covered by this Agreement shall be furnished to the Employee weekly and a record of the receipt shall be maintained by the Employer. The Employer may mail payroll checks to his Employees covered hereunder provided they are postmarked not later than the Wednesday prior to the Friday pay date, as provided in this Section.

**SECTION 5.07. NON-PAYMENT OF WAGES –**

If the Employer elects to mail payroll checks to his Employees and an Employee has not received his wages due him by the starting time of the next regular work day:

- (a) Such Employee shall immediately notify the Employer.

(b) The Employer shall then hand deliver the wages due such Employee before the regular quitting time of that day.

(c) If such payment as (b) above has not been received the Employee shall report to the shop at the regular starting time of the following day and be paid waiting time at one and one half (1½) times the regular rate of pay and shall not return to work until payment is received.

If the Employer does not mail payroll checks and the Employee has not received his wages due him on Friday such Employee shall comply with (c) above. If the original paycheck is later received, the Employee must return either the original or duplicate check to the Employer promptly.

**SECTION 5.08. REPORTING - LEAVING TIME**

- No Employee shall report to the shop or job earlier than fifteen (15) minutes before the regular starting time or leave the shop before the starting time. No Employee shall remain on the job or in the shop more than fifteen (15) minutes after the regular quitting time unless working overtime.

**SECTION 5.09. SHOW-UP TIME** -After accepting a hiring hall referral, applicants for employment shall have the option of taking a Code of Excellence orientation prior to seeking employment with an Employer. Applicants that take the orientation and are rejected by the Employer shall receive four (4) hours rejection pay, and applicants that do not take the orientation and are rejected by the Employer shall receive two (2) hours rejection pay. Any applicant rejected for employment shall not be eligible for rejection pay for a period of one (1) year from the same Employer.

An employee who has been requested to report to the shop or to the job shall receive a minimum of two (2) hours show-up time and a guarantee of four (4) hours time after starting work providing employee remains on the job and is not notified at least one (1) hour prior to the start of that working day.

**SECTION 5.10. CALL BACK PAY** - Any Employee called back to unscheduled work after the regular working day shall be paid from the time he leaves home until he returns home at the applicable overtime rate.

**SECTION 5.11. LAYOFF NOTICE -  
DISCHARGE - VOLUNTARY QUIT -  
TERMINATION PAYMENTS -**

(a) Any Employee being laid off or discharged shall be paid his wages immediately and receive a separation notice of termination. When terminated for lack of work, he shall receive thirty (30) minutes advance notice and be allowed to leave the job no later than thirty (30) minutes after receiving the notice and he shall receive pay for the entire thirty (30) minute period. (Example: Employee informed at 3:00 p.m. of lay-off must immediately be paid in full to 3:30 p.m. and allowed to gather his tools and clean up in order to leave the job by 3:30 p.m.) When an Employee is not paid off as provided above, waiting time at the appropriate rate shall be charged until payment is made. However, should an Employee quit his employment, the Employer may withhold wages due the Employee until the next regular pay day.

Employers shall notify the hiring hall by 3:00 p.m. the day the layoff occurs. If no notification is provided by the Employer by 3:00 p.m., a penalty of two (2) hours of pay shall be paid by the Employer to the laid off Employee.

(b) Any Employee not being laid off in accordance with paragraph (a) shall receive not less than two (2) hours wages in order to gather his tools and personal belongings and shall be paid off immediately. In the event the Employee is not paid off, waiting time at the regular rate shall be charged until payment is made. Employee shall be allowed to leave the job no later than

one and one-half (1&1/2) hours of the two (2) hour notice.

- (c) Employers shall not be allowed to lay off an Employee by mail.
- (d) Employees who voluntarily quit their Employer must notify their Employer that they have quit.

**SECTION 5.12 UNEXCUSED ABSENCE** – Any Employee who shall leave an uncompleted job without proper cause or without the permission of his Employer or Foreman shall be subject to immediate termination, and the provisions regarding layoff shall not apply.

**SECTION 5.13. JOB INJURY** – If an Employee is injured on the job, the Employer or Foreman shall immediately be notified and the Employee shall be paid for time lost and for mileage to receive medical treatment if claim is made within ten (10) days. If his injury is serious enough to prevent him from returning to work he shall be paid for the entire day. Absence from work for subsequent treatment shall be paid for, but such absence shall be arranged with the Employer or Foreman to minimize lost production time. In case of serious injury, time lost until Workers Compensation coverage takes over shall be covered by Health and Welfare not to exceed daily compensation based on Workers Compensation standards. Any dispute concerning the interpretation of this Section shall be referred to the Chapter Manager of NECA and the Business Manager of the Union.

**SECTION 5.14. VACATIONS** – Each Employee shall take and each Employer shall grant a minimum of twenty (20) days vacation each year between May 1 and April 30. Proof of vacation taken shall be recorded on Employer Monthly Vacation Reports. Days on the "out-of-work" book shall be counted as vacation days taken during that period for the year.

1. Holidays shall not count towards vacation time taken.
2. During vacation, Employees shall not work for

- any Employer or work on any other job.
3. No Employer shall be obligated to grant vacation to more than twenty percent (20%) of his Employees at any one (1) time.

**SECTION 5.15. TERMINATION AFTER 5 DAYS OF UNEMPLOYMENT** – The Employer shall terminate an Employee after five (5) days of unemployment by *termination notice, together with his final check*, in order that accurate records may be kept on the Employee for his referral listing status and welfare fund, personal savings fund and pension status.

**SECTION 5.16. SHIFT WORK** – When so elected by the Contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked, the first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Employees on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Employees on the swing shift shall receive eight (8) hours pay at the regular hourly rate, plus ten percent (10%) for seven and one-half (7½) hours work.

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

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

All overtime work required after the completion of a regular shift shall be paid on one and one-half (1½) times the shift hourly rate.

There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.

There shall be no requirement for the day shift when either the second or third shift is worked.

**SECTION 5.17. EXCESSIVE UNEMPLOYMENT - INDUSTRY MANPOWER SURVEY-**

- a. The parties to this Agreement agree that an accurate survey of future manpower needs is essential to the vitality of the electrical industry. The survey will permit the parties to deal with the excessive unemployment, Apprentice quotas, and manpower needs in an intelligent manner.
- b. The parties to this Agreement agree to survey the anticipated manpower needs of the industry at least once each year. The survey will take into account the Employer's projected work loads, utilization of vacation periods and the probable number of layoffs and attrition that can be expected.
- c. All Employers shall respond to the survey as accurately as possible to the Labor-Management Committee within twenty (20) days.
- d. The parties to this Agreement shall meet during the month following, to evaluate the results of this survey and determine if potential unemployment exists. If potential unemployment exists, the Labor-Management Committee shall initiate steps designed to maximize employment opportunities and minimize layoffs.
- e. No scheduled overtime shall be worked except to serve the immediate needs of the customer when five percent (5%) of the Group 1 Journeymen and Apprentices covered by this Agreement are registered on the Group 1 out-of-work list and the Apprenticeship out-of-work list.
- f. The Shop Steward shall be advised of all overtime in the shop.
- g. Individual shops may maintain their crews and the forty (40) hour work week during periods of excessive unemployment, if their work load justifies such work week. However, shops electing to work less than a forty (40) hour

week shall comply with the provisions of the reduced work week clause.

**SECTION 5.18. REDUCED WORK WEEK  
CLAUSE -**

- (a) If an Employer finds it necessary to reduce the regular work week to less than forty (40) hours, he shall comply with the requirements in subsection (b) 1, 2, 3, 4, & 5 listed below and the reduction in hours shall apply to all Employees in the shop equally. However, the Employees shall have the option of working a reduced work week or accepting a termination of employment for lack of work. Furthermore, the Employer may be permitted to reduce the regular work week only after complying with *Section 4.21 of this Agreement and Group I* Employees remain.
- (b) Upon written notice to the Union and Chapter, the Business Manager and Chapter Manager may approve individual shops to institute a reduced work week, when it can be shown that such a move could be reasonably expected to minimize layoffs in that shop. However, essential Employees may be exempted from this provision by approval of the Business Manager of the Union and the Chapter Manager of NECA after receiving proper justification from an Employer. The Shop Steward shall be notified of these Employees.
  - (1) All Employees must have exhausted their vacation schedule for the year in accord with Article V, Section 5.14.
  - (2) *No overtime shall be worked, except for required cutovers or work required by the customer to be done at hours other than the regular work day, and for emergency work. Scheduled overtime must have the approval of the Business Manager and Chapter Manager.*



- (3) Shop Steward advised within twenty-four (24) hours of short work week and over-time work.
- (4) Hiring Hall must have requests for ten (10) or less Group I Employees.
- (5) Upon written notice to the Union and Chapter, Employees may take a voluntary leave of absence without pay, for not less than 10 days nor more than 60 days.

**SECTION 5.19. HEATED LUNCH FACILITY** – On all jobs of five (5) or more days duration from October 1 to March 31, and where four (4) or more Employees are employed, the Employer shall provide a heated facility for the Employees for the purpose of lunch periods. Any dispute over the language in this provision shall be resolved by the parties to this Agreement.

**SECTION 5.20. PAID MEAL BREAK** – If an Employee is requested to work eleven (11) consecutive hours or more he shall be allowed a thirty (30) minute meal break without loss of pay. Such meal break shall be taken within the first two (2) hours beyond the regular work day.

**SECTION 5.21. DEFINITION OF JOB** – A job is defined to be a construction or maintenance site involving all work at that site for the Employer. Any questions concerning the interpretation of this definition shall be referred to the Chapter Manager of NECA and the Business Manager of the Union for resolution.

**SECTION 5.22 TIME CLOCKS** – Time clocks or other methods of checking into the shop or job shall be permitted only if required by the customer and approved by both parties to this Agreement.

**SECTION 5.23. PREMIUM WORK** – Premium pay at the rate of fifty percent (50%) additional above the rate applying at the time such work is performed shall be required in any of the following conditions:

- (1) Where working from ladders, scaffolds, except those approved by the Safety Committee, boatswain chairs or similar structures, and

the work is forty-five (45) feet or more from the ground or supporting platform.

- (2) Where a fall of forty-five (45) feet or more may occur and the work is away from solid, guarded platforms, or permanent enclosed stairs.
- (3) Where work is performed in deep wells or in tunnels under construction excavated beneath the surface of the earth, or under compressed air.

In no case shall work be performed where substances listed by OSHA are present until the proper protective equipment or clothing required by OSHA for work in and around such listed substances is provided and worn.

In the event a dispute arises over the determination of work qualifying for such premium pay, the matter will be handled in accordance with the grievance procedure in Article I.

Where work is performed in areas where the presence of substances listed by OSHA exceeds the allowable OSHA limits, premium pay at the rate of fifty percent (50%) additional above the applicable rate of pay at the time the work is performed shall be paid.

**SECTION 5.24. LOANING - CO-MINGLING EMPLOYEES** - All Employees shall be referred from the hiring hall and the Employers shall not loan Employees to each other. Subletting labor which results in the co-mingling or mixing of Employees among crews covered by this Agreement shall be construed as loaning Employees. Exceptions to this provision must have the approval of the Business Manager and Chapter Manager prior to commencing work.

## ARTICLE VI

NEBF PENSION – HEALTH AND WELFARE –  
PERSONAL SAVINGS PLAN – LOCAL PENSION –  
ANNUITY PENSION – ELECTRICAL INDUSTRY  
BOARD - CREDIT UNION – UNION DUES

**SECTION 6.01. NEBF PENSION** - It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund (NEBF), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to three percent (3%) of the gross monthly labor payroll paid to, or accrued by, the Employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month. The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his 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 paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his Labor Agreement.

**SECTION 6.02. HEALTH AND WELFARE INSURANCE** - Percentages (as specified in Section 5.04 (b)) based on the straight time payroll of each Employee shall be contributed by the Employer and paid to the IBEW #292 Health Care Plan. Such payments shall be made to the Trustees of such fund at its office. The amounts payable from each Employer with respect to any month shall be due on or before the fifteenth (15th) day of the following month.

This Section and Section 5.04 (b) of the Agreement will be reopened if state or federal legislation is passed that will affect benefits, premiums, contributions or obligations of the parties to this Agreement on the Employers signatory to and operating under the terms of this Agreement.

**SECTION 6.03. PERSONAL SAVINGS MONIES**  
- The following provisions shall apply to paid holidays and paid vacations for Employees working under this Agreement.

- (a) The Trustees shall designate a National Bank or a State Bank or Credit Unions (hereafter called the "depository bank") which shall be the depository for personal savings monies for all Employees working under this Agreement. A separate bank account shall be opened at the depository bank in the name of each individual Employee. The Trustees will develop payment and withdrawal procedures for such administration.
- (b) Percentage (as specified in Section 5.04(b)) based on the gross labor payroll of each Employee shall be contributed by the Employer. Such payment shall be made to the Receiving Agency on or before the fifteenth (15th) day of the following month and shall be deposited to the depository bank account of that Employee.
- (c) Federal and state income taxes and social security taxes on the personal savings money shall be deducted from the Employee's weekly pay.

- (d) The personal savings money on deposit in the account of an Employee shall assist in the payment of holiday pay and vacation pay to that Employee. Except for making contributions to the depository bank as provided for in this Section, no Employer shall have any obligation to provide holiday pay or vacation pay to any Employee covered by this Agreement.
- (e) An Employee covered by this Agreement shall be permitted to take his vacation in accordance with Section 5.14.
- (f) There shall not be any cost to the Employer or Association for any administrative costs whatsoever including costs of collections from delinquent Employers. This does not refer to the surety bond requirements as provided elsewhere in this Agreement. The Wage-Fringe Bond shall cover all such contributions from the Employer.

**SECTION 6.04. LOCAL PENSION –** Percentage (as specified in Section 5.04(b)) based on the gross labor payroll of each Employee shall be contributed by the Employer and paid to the Electrical Workers Pension Fund Local 292 as established by the parties. Such payments shall be made to the Trustees of such fund at its office. (See Article VI, Section 6.11). The amounts payable from each Employer with respect to any month shall be due on or before the fifteenth (15th) day of the following month.

**SECTION 6.05. ANNUITY PENSION –**

- (a) Percentage (as specified in Section 5.04(b)) based on the gross labor payroll of each Employer shall be contributed by the Employer and paid to the Electrical Workers Local 292 Annuity Plan, as established by the parties. Such payments shall be made to the Trustees of such fund at its office (see Article VI, Section 6.11). The amounts payable from each Employer with respect to any month shall be due on or before the fifteenth (15th) day of the following month.

(b) Variable Annuity (401K Plan) – Each Employee shall be able to select a dollar amount, on an annual basis, to be deducted from his/her base wage and paid to the Electrical Workers 292 401K Plan. Such payments shall be made to the Trustees of such fund at its office (see Article VI, Section 6.11).

The amounts payable from each Employer with respect to any month shall be due on or before the fifteenth (15th) day of the following month.

(c) Supplemental Unemployment Benefit Plan – This fund allows a laid-off bargaining unit member to collect a benefit from this fund in addition to unemployment compensation benefits. The fund is administered by the Fringe Benefits Office and no additional reporting by the Employer is required. Annuity money shall be diverted to an individual's S.U.B. account until the cap amount for the individual's account has been reached. When the cap has been reached, the contribution once again becomes entirely an annuity contribution.

**SECTION 6.06. MINNEAPOLIS ELECTRICAL INDUSTRY BOARD –**

Reimbursement for Tools Lost by Theft – Jury Duty Pay. There is in effect the Minneapolis Electrical Industry Board, the funds of which are administered by a Trustee. The funds held by the Minneapolis Electrical Industry Board, as a result of contributions previously made by Employers shall be administered in accordance with the Agreement and Declaration of Trust dated December 19, 1968.

The Minneapolis Electrical Industry Board will pay jury duty to Employees who comply with the requirement of this Section. Each Employee called to jury duty and who complies with the conditions set forth herein shall be paid the difference between his regular straight time amount paid to him for jury service, not to exceed the Journeyman's rate of pay. Any Employee called to jury duty shall promptly report such call to the

Manager of the Minneapolis Chapter, National Electrical Contractors Association so that the Employer may have the opportunity to take the necessary steps to obtain delay or excuse from jury service the Employee in cases of emergency or hardship. Each Employee actually engaged in jury service who is excluded on or before twelve o'clock (12:00) noon on any day shall be obligated to report to his regular Employer for employment for the rest of the work day or shall forfeit jury pay for the rest of that particular day.

Fifty thousand dollars (\$50,000.00) of the Industry Fund shall be set aside on July 1, 1980, for the exclusive use of tool loss and jury duty pay. When this amount reaches a floor of fifteen thousand dollars (\$15,000.00) as established, the Employer contribution shall increase by one-fourth of one percent (1/4 of 1%). When this amount reaches a ceiling of thirty thousand dollars (\$30,000.00) as established, the additional one-fourth of one percent (1/4 of 1%) shall cease. The Union is to be advised of expenditures from Industry Board balance. Expenditures are limited to authority of Trust Agreement until totally expended.

If, during the term of this Agreement, the funds of the Minneapolis Electrical Industry Board are insufficient to reimburse any Employee who has a valid claim for tools lost by theft, or to pay jury duty pay to an Employee who meets the requirements of this Section, such payments will be made by the Employer of the Employee involved.

**SECTION 6.07. J.A.T.C. - Apprentice and Employee Training -** A percentage (see Section 5.04 (b)) based on the gross labor payroll of each Employee shall be contributed by the Employer to the Joint Apprenticeship and Training Committee Trust Fund. Such payments shall be made to the Trustees of such Fund at its office. (See Article VI, Section 6.11). The amounts payable from each Employer with respect to any month shall be due on or before the fifteenth (15th) day of the following month.

**SECTION 6.08. LABOR - MANAGEMENT  
COOPERATION COMMITTEE (LMCC) -**

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

1. To improve communications between representatives of Labor and Management;
2. To provide workers and Employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
3. To assist workers and Employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4. To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
5. To sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
6. 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;
7. To engage in public education and other programs to expand the economic development of the electrical construction industry;



8. To enhance the involvement of workers in making decisions that affect their working lives; and,
  9. To engage in other lawful activities incidental or related to the accomplishment of these purposes and goals.
- (b) The Committee shall function in accordance with, and as provided in the Articles of Incorporation and Bylaws of the IBEW LU 292 - Minneapolis Chapter, NECA Labor-Management Cooperation Committee, and the subsequent amendments thereto. Employers making contributions shall be entitled to participate therein, as provided in said Articles of Incorporation and Bylaws.
- (c) Percentage (as specified in Section 5.04(b)) based on the gross labor payroll of each Employee shall be contributed by the Employer and paid to the Directors of the Committee at its office. (See Article VI, Section 6.11.) The amounts payable from each Employer with respect to any month shall be due on or before the fifteenth (15th) day of the following month.

**SECTION 6.09. NLMCC -**

- (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. subsection 175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. subsection 186(c)(9). The purposes of this Fund include the following:
1. to improve communication between representatives of labor and management;
  2. to provide workers and Employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;

3. to assist workers and Employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
  4. to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
  5. to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
  6. to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
  7. 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;
  8. to engage in public education and other programs to expand the economic development of the electrical construction industry;
  9. to enhance the involvement of workers in making decisions that affect their working lives; and
  10. 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 partic-

ipate in the NLMCC, as provided in said Agreement and Declaration of Trust.

- (c) Each Employer shall contribute one cent (\$.01) 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 Minneapolis 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 payments 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 6.10. CREDIT UNION** – On receipt of an authorization properly executed by an Employee who is a member of the Electrus Federal Credit Union or Minnesota Building Trades Federal Credit Union, the Employer shall deduct weekly from the Employee's wage, the amount so authorized. Deductions are to be made on an even dollar basis, weekly. All monies so deducted shall be forwarded monthly, not later than the fifteenth (15th) of the following month, together with a payroll deduction report furnished by the Credit Union.

to the Treasurer of the Electrus Federal Credit Union, the Minnesota Building Trades Federal Credit Union, or to its receiving agent if one is then appointed.

**SECTION 6.11. WORKING DUES DEDUCTION** – The Employer agrees to deduct and forward to the Financial Secretary of the Union – upon receipt of a voluntary written authorization – the additional working dues from the pay of each IBEW member. 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.

**SECTION 6.12. UNION DUES** – The Employer agrees to deduct the additional working dues from the pay of each Employee who has furnished the Employer a legally sufficient voluntary written authorization, and to remit such additional working dues to the Union or its receiving agent if one is then appointed in the following manner:

- (a) The additional working dues shall be deducted from the pay of the Employee each week.
- (b) The monies so deducted shall be remitted by the Employer to the Union or to its receiving agent if one is then appointed not later than the fifteenth (15th) day of the following month.
- (c) The Union agrees to pay the costs of the services of the receiving agent associated with the collecting of Union dues.

*The amount of the additional working dues to be deducted shall be the amount specified in the approved Bylaws of the Union. The Union shall certify such amount to the Employer, if the Employer so requests. The Union agrees to indemnify the Employer from any and all claims arising out of the deduction of additional working dues in accordance with this Section.*

**SECTION 6.13. RECEIVING AGENCY –**

- (a) Appointment of Receiving Agent – The IBEW Personal Savings Plan, the Electrical Workers

Pension Fund 292, the Minneapolis Electrical Industry Board, the Joint Apprenticeship and Training Committee, the LU 292, IBEW - Minneapolis Chapter, NECA, Labor-Management Cooperation Committee, the IBEW #292 Health Care Plan, the Local Employees Benefit Board (on behalf of the National Employees Benefit Fund), Minneapolis Chapter, National Electrical Contractors Association, Inc. (on behalf of the National Electrical Industry Fund), Local 292 of the International Brotherhood of Electrical Workers, Electrus Federal Credit Union, Minnesota Building Trades Federal Credit Union, and Electrical Workers Annuity Plan (hereinafter collectively referred to as the "Principals") are directed to enter into such agreements and take such other actions as may be necessary for the purpose of appointing a receiving agent (whether a corporation or one or more individuals) for the purpose of receiving all contributions and reports required by the provisions of Article VI and Article X of this Labor Agreement to be paid to and filed with each of the aforesaid Principals. The payment in full of contributions to or the filing of all reports with any receiving agent so appointed shall be payment to the Principal and shall fully discharge the Employer's obligations to make contributions and reports to the Principals. The receiving agent so appointed by the Principals shall, upon receipt of such contributions and reports, forward the same immediately to the appropriate Principal. The receiving agent so appointed shall have such authority and responsibilities as the Principals may grant the receiving agent pursuant to such Agreement.

- (b) Collection Authority - The receiving agent shall in all events have the authority to sue for and collect and give quittance for all monies due any

and all of the said Funds in its own name or in the name of the Principals jointly or severally. All Principals shall pay their proportionate share of the compensation of and the expenses incurred by the receiving agent so that no Principal is directly or indirectly supporting any of the operations of any other Principal.

(c) Delinquencies and Collections

1. The Employer shall promptly furnish to the authorized auditors employed by the Trustees of any fringe benefit fund, on demand, all necessary employment, personnel or payroll records, and these records only, relating to its former and present Employees who perform work covered by this Agreement, including any relevant information that may be required in connection with the administration of the fringe benefit fund, for their examination, whenever such examination is deemed necessary by the Trustees.
2. An Employer shall be considered "Delinquent" for a particular work month if its required report and full payment for that month are not postmarked on or before the fifteenth (15th) day of the following month (the "due date"), irrespective of whether such delinquency is willful or otherwise. Any payments received after the twentieth (20th) of the month and through the last working day of the month shall be subject to a penalty of one percent (1%) of the total amount to be received, or two hundred dollars (\$200.00), whichever is greater. Payments received after the last working day of the month shall be subject to a penalty of five percent (5%) of the total amount to be received, or one thousand dollars (\$1,000.00), whichever is greater.

3. The Trustees of any fringe benefit fund, may for the purpose of collecting any payments required to be made to such funds, including damages and costs and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief, and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement. In addition to any other remedy, the Trustees shall have the right to request that one or more of the parties to this Agreement invoke the grievance and arbitration procedure under this Agreement or on behalf of the fringe benefit fund for the collection of delinquent contributions due to such fund and additional amounts due as the result of an Employer's delinquency. In the event it becomes necessary to commence any such legal, equitable or administrative action, arbitration or grievance procedure against any Employer, such Employer shall be obligated to pay to the respective fringe benefit fund, or funds, attorney's services of papers.

**SECTION 6.14. WORKERS COMPENSATION -**

A jointly managed, alternative dispute resolution workers compensation program is hereby established which allows for optional participation by signatory contractors and Local 292. 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 agree 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 representative 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.

**SECTION 6.15. ADMINISTRATIVE MAINTENANCE FUND** - Should the Board of Directors of the Minneapolis Chapter, N.E.C.A. determine that the establishment of an Administrative Maintenance Fund is necessary and practicable during the term of this Agreement, they shall have the right to establish such a Fund. Once established, the following guidelines shall apply:

1. All Employers signatory to this Agreement shall contribute an amount as determined by the Chapter's Board of Directors to this Fund.
2. Funds collected are to be for the purpose of administration of this Labor Agreement, including the handling of grievances, and all other management duties and responsibilities pertaining to this Agreement.
3. Administrative Maintenance Fund contribu-



tions shall be submitted with all other fringe benefits as provided in Article VI of the Labor Agreement by the 15th of the month following the month for which remittances are made.

4. The enforcement for delinquent payments to the Fund shall be the sole responsibility of the Fund and the Minneapolis Chapter, N.E.C.A.; the Local Union shall not be responsible for the collection of the funds, nor shall the Local 292 Receiving Agency, nor the Trustees of the various other Funds described in Article VI.
5. The Funds will be solely administered by the Minneapolis Chapter, N.E.C.A. and will not be used in any manner detrimental to the Local Union or the I.B.E.W.

## **ARTICLE VII**

### **SAFETY**

#### **BASIC PRINCIPLES**

The intent of this Article is to assure safe and healthful conditions of employment for Employees working under the scope of the Collective Bargaining Agreement between Local Union 292, IBEW and the Minneapolis Chapter, NECA. Safety is recognized as socially and economically very important to all Employees, their families, and friends. It is also recognized that safety is also an important contributor to an effective work recovery program.

It is not the intent of this Article to replace any specific Employer safety programs or the Electrical Industry Safety Program. Specific safety rules are covered in the Electrical Industry Safety Program. Questions on safety that are not covered in this Agreement or safety program should be addressed to the Employer's representative. If questions still remain, the Employee's representative should be contacted.

The parties agree that under the Occupational Safety and Health Act of 1970, the following apply:

1. Sec. 5.(a) (2) (b) – “Each Employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to his own actions and conduct.”

Sec.5.(a) (1) – “Each Employer shall furnish to each of his Employees, employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his Employees.”

It is the Employer’s exclusive responsibility to insure the safety of its Employees and their compliance with these safety rules and standards.

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

The Employer shall provide all protective equipment required under the current OSHA regulations, state regulations, Employer, or Employer’s customer.

Employees who fail to use provided safety equipment shall be subject to disciplinary action as provided in the Electrical Industry Safety Program and applicable grievance procedures.

**SECTION 7.01. JOINT SAFETY COMMITTEE –**

There shall be a Joint Safety Committee consisting of three (3) members representing the Employer and three (3) members representing the Union for Inside Construction & Maintenance, and additional members from Limited Energy. 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 Safety Committee rule which has been established and published as provided herein shall be made a part of the Labor Agreement by reference. 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 of 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.

The Committee shall select from its membership, but not both from the same group, a Chairperson and Secretary who shall retain voting privileges.

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 (1) Employer and one (1) 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.

The Joint Safety Committee is only advisory and is not responsible for ascertaining or maintaining a safe workplace.

**SECTION 7.02. MEDICAL SERVICES AND FIRST AID** - The JATC has made available to all Employees first aid and CPR training. Employees shall obtain a valid first-aid and CPR Certificate. A person who has a valid certificate in first aid training shall be available at all work sites where medical services are not readily available.

First-aid kits of a sufficient quantity shall be provided on the job sites or jobbing trucks for the number of Employees involved. They shall consist of the following:

1. Weatherproof container (metal with gasket and of sufficient capacity to hold required items).
2. Two (2) triangular slings.
3. Two (2) four-inch (4") rolls of elastic gauze.
4. Two (2) two-inch (2") rolls of elastic gauze.
5. Four (4) four-inch by four inch (4" x 4") gauze bandages.

6. One (1) four-inch (4") ace bandage.
7. One (1) six-inch (6") bandage.
8. One (1) one-half inch (1/2") roll micropore tape or equivalent.
9. Assortment of band-aids, safety pins, small bottle of mild detergent, bandage scissors.
10. Eye cup and wash.
11. Latex gloves.
12. Pocket mask (disposable) for mouth-to-mouth resuscitation.

Telephone number of physicians, hospitals, ambulance service or paramedics shall be conspicuously posted at job sites.

**SECTION 7.03. PERSONAL PROTECTIVE EQUIPMENT** - Employees are required to wear or use all personal protective equipment required by OSHA regulations, state regulations, Employer or Employer's customer rules or regulations.

It is recommended that polyester or synthetic clothing not be worn because of problems associated with burns.

The Employer shall provide proper containers or kits to keep all safety equipment in satisfactory condition and the Employees shall be required to keep safety equipment in the containers provided.

**SECTION 7.04. TOOLS - HAND AND POWER** - All hand and power tools, whether furnished by the Employer or the Employee, shall be maintained in a safe condition. Tools that are not in a safe condition or do not comply with OSHA regulations will not be used. Unsafe tools will be repaired or removed from the work site.

**SECTION 7.05. ELECTRICAL** - Whenever possible, all electrical work shall be performed on de-energized wiring and equipment using proper lockout tag out procedures. When lockout tag out procedures are used on a job site, all Employees on that job site will be trained in the operation of the lockout tag out program.

Temporary wiring on construction sites shall be protected by either ground-fault circuit interrupters or an assured grounding system.

All electrical work will comply with current regulations of the National Electrical Code, federal and state OSHA regulations, or other agencies having jurisdiction.

**SECTION 7.06. LADDERS** – The use of ladders with broken or missing rungs or steps, broken or split side rails, or other faulty or defective construction is prohibited. Employees will not drill holes, cut notches or otherwise damage ladders. When ladders with defects are discovered, they shall be immediately withdrawn from service.

Portable metal ladders shall not be used for electrical work.

The top of the ladder and the top step of a stepladder shall not be used as a step.

It is recommended that when using straight ladders, the four-to-one rule should be used: position the ladder base one (1) foot away from the wall for every four (4) feet of the ladder height (up to the support point). Never climb past the third rung from the top of the ladder. To avoid overreaching, do not let the trunk of your body extend past the side of the ladder. When using a straight ladder to access a different working level, the ladder should extend three (3) feet beyond the landing level.

Ladder feet shall be placed on a substantial base and the area 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.

**SECTION 7.07. BOOM/BUCKET TRUCKS AND WORK PLATFORMS** – Boom/bucket trucks and/or work platforms shall be visually inspected prior to their use. The boom/bucket or work platform hoisting mechanisms and boom truck buckets 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 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.

**SECTION 7.08. TWO EMPLOYEES REQUIRED**

– ARC welding or gas torch operators shall have a Journeyman or Apprentice as an assistant while the welding or cutting is in preparation or process, except where work is isolated or where fire hazards are removed from the vicinity of the work.

Cable Splicers shall have a Journeyman or Apprentice as an assistant when they are working on lead cable splices or other cable splices in manholes or other locations not properly protected.

When work is to be performed on energized lines or equipment of 440 volts or over, the area shall be isolated for maximum safety. When doing construction or maintenance on live wires on equipment of 440 volts or over, or where Employees are required to work on ladders or staging over public thoroughfare, in elevator hatchways, manholes, transformer vaults or electric cranes, no less than two (2) Journeymen working, or one (1) Journeyman and one (1) qualified Apprentice together shall be employed.

**SECTION 7.09. TRAFFIC SAFETY** – When signs, signals and barricades are not provided on or adjacent to a highway or street, flagmen or other appropriate traffic controls shall be used.

Flagmen shall be provided with and shall wear a yellow or orange fluorescent warning vest while controlling traffic. Warning vests at night shall be of reflectorized material.

Standards for this Section will be Minn Appendix B.

**SECTION 7.10. NON-DISCRIMINATION** – Employees will not be discriminated against by the Employer or any other Employee for refusing to perform any work that is considered unsafe by OSHA standards.

**SECTION 7.11. SAFETY MEETINGS AND TRAINING** – Employer provided safety training and meetings shall be paid for by the Employer at the applicable rate.

**SECTION 7.12. ACCIDENT REPORTS** – All accident reports filed by the shop shall be sent to the Union office within ten (10) working days.

## **ARTICLE VIII**

### **TRAVEL AND MILEAGE**

**SECTION 8.01. MILEAGE EXPENSE PAY** – If the Employer requests the Employee to use his car, and the Employee agrees, he shall be paid seventy cents (\$.70) per mile with a minimum of \$2.00 per trip. Travel to and from jobs shall be considered as separate trips. A trip shall be a minimum of one-half (1/2) mile to qualify for the \$2.00 minimum.

**SECTION 8.02. PARKING FEES** – When the Employer requests the Employee, and the Employee agrees to use his car, the Employer agrees to pay all necessary parking fees.

**SECTION 8.03. USE OF VEHICLE** – Employees covered hereunder shall not be required as a condition of employment to furnish and use an automobile or other conveyance to transport Employees, tools, equipment or materials from shop to job, from job to job, or from job to shop – facilities for such transportation to be provided by the Employer, or as provided herein. No workman shall use his own vehicle in a manner considered to be unfair to other workmen, or against the interests of the Union. Workmen shall not transport Employer's material, tools, or ladders except in Employer's vehicles, or as provided herein. 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 one (1) cubic foot box. Employers shall not use Employees' vehicles for hire or otherwise except as above.

**SECTION 8.04. TRAVEL TIME AND EXPENSES -**

- (a) When Employees are required to report for work to the job site which is within the area defined below, (area of agreement plus ten mile radius adjacent thereto), they shall be on the job ready to work at the established starting time and shall remain on the job until the end of the regular work day, unless instructed otherwise by the Employer.
- (b) On jobs outside of the jurisdiction boundaries of the Local Unions, Employees requested by the Employer to use their own vehicles shall be reimbursed in accordance with the provisions of Article VIII, Section 8.01 from the jurisdiction boundary by the most direct route to the job site.
- (c) On jobs outside the area described in Article VIII, Section 8.04 (a) above or on jobs where the Employer requests the Employee to stay overnight, the Employer shall furnish all necessary expenses as follows: transportation, meals and lodging. The Employee shall be reimbursed based on straight time pay for the actual time of such travel, but in no event shall be paid for more than eight (8) hours in any one twenty-four (24) hour period.
- (d) On job transfers, Employees may request and Employers shall grant a reduction in force if the job is forty-five (45) miles or more from the Employee's home within the jurisdiction or the nearest jurisdictional line.

**SECTION 8.05. JOB-SITE PARKING -** On jobs where free parking is not available within four (4) blocks of the jobsite, the Employer will reimburse



Employees who ride the bus for bus fare, not to exceed the cost of parking. The Employers shall provide parking at no cost to the Employee where free parking is not available within four (4) blocks of the job.

**SECTION 8.06. EQUIPMENT SIGNS** - All Employer equipment using public streets and driven by workmen under the terms of this Agreement shall bear permanent identification signs, seals, decals or stickers of not less than one hundred and forty-four square inches (144 sq. in.) in an area visible from the outside of said equipment. These signs shall not be magnetic type.

## **ARTICLE IX**

### **JOURNEYMAN**

#### **SECTION 9.01. TOOLS -**

- (a) Journeyman electricians shall provide themselves and keep in first class condition, a kit of tools consisting of:
  - 1 - 8 inch or 9 inch klein
  - 2 - pair adjustable pliers
  - 1 - 6 inch long nose pliers
  - 1 - diagonal pliers
  - 1 - wire stripper
  - 1 - 6 inch electricians screwdriver
  - 1 - 10 inch electricians screwdriver
  - 1 - #1 Phillips screwdriver
  - 1 - #2 Phillips screwdriver
  - 1 - stubby screwdriver
  - 1 - hacksaw frame
  - 1 - solenoid type or amprobe Jr. voltage tester
  - 1 - level
  - 1 - 12 inch crescent wrench
  - 1 - 14 inch pipe wrench or 1 - 12 inch chain wrench
  - 1 - 6 foot rule or 1 steel tape up to 25 feet
  - 1 - retractable blade utility knife
  - 1 - hammer
  - 1 - half-moon file

- 1 - non-contact voltage tester (i.e. Tick Tracer, Volt Tic, Volt Pen, Proximity Tester)
- 1 - triple tap 6-32, 8-32, 10-24
- 1 - nut driver set of 1/4 inch, 5/16 inch, 3/8 inch, 7/16 inch
- 1 - chalk line and reel
- 1 - center punch
- 1 - combination square
- 1 - tool box
- 1 - socket set up to and including one-half inch (1/2") socket
- 1 - pencil
- 1 - compass saw handle
- 1 - flashlight with plastic case
- 1 - current copy of National Electrical Code Book
- 1 - tin snips

**Optional:**

- 1 - 6 foot folding wood or plastic ruler
- 1 - electricians knife
- 1 - tool pouch or belt

The Employer shall furnish all other necessary tools or equipment. Employees shall be responsible for the Employer's tools, salvage and equipment provided the Employer furnishes the necessary lockers, tool boxes or other safe place for storage. The Employer shall also furnish a safe place for storage of Employees tools except on short term jobs. The Employee shall be responsible for care and storage of tools required in the paragraph above.

- (b) Tool Replacement - The Employer shall replace with similar tools of equal value and quality any of the above listed tools which are turned in to him by the Employee which are no longer serviceable because of wear or breakage. Employees eligible for tool replacement must have worked eight hundred (800) hours in the last twelve (12) months under this Agreement in the jurisdiction of Local 292.

Verification of hours worked shall be obtained from the Local 292 Fringe Benefits Office upon request of the Union or Chapter. The Employer, upon prior notification to the Employee, can deduct the cost of any tool replaced under this section from the paycheck of any Employee who does not either: (1) turn in the worn or broken tool within fifteen (15) days of the tool being replaced, or (2) reimburse the Employer for the cost of the tool within fifteen (15) days of the tool being replaced. Employers will replace American made tools with American made tools. Only Apprentices and Group 1 Journeymen may qualify for this provision.

**SECTION 9.02. WORKMANSHIP – SAFE INSTALLATIONS –**

- (a) Code of Excellence – The Code of Excellence is a program designed to provide increased value to electrical construction and maintenance users by enhancing the performance of signatory employers and the efficiency and craftsmanship of IBEW workers. The program is intended to enhance the partnership between labor and management that is devoted to furthering our common objectives by maintaining our high standards of workmanship while improving our competitiveness.
- (b) Journeyman Wiremen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specification. When necessary to use temporary light and/or power on any foundation or building work, such temporary work shall be installed in a safe manner under the terms of this Agreement.

A Journeyman Wireman shall be required to make corrections on improper workmanship, for which he is responsible, on his own time and during regular working hours, unless

errors were made by orders of the Employer, or the Employer's representative.

**SECTION 9.03. FOREMAN**

- (a) On all jobs where four (4) or more persons are employed, a Journeyman Wireman must be designated as a foreman and receive wages as such.
  - (1) Only Group I Employees, if available, shall be General Foreman. Only Group I or Group II Employees, if available, shall be Foremen, notwithstanding an outside firm's right under Section 3.15 of this Agreement to bring in one non-resident Journeyman.
  - (2) Group II, III and IV foremen covered by the terms of this Agreement may be excluded from layoff. Provided, however, that if there are Group I Journeymen available for work, such foreman shall be laid off regardless of classification in the next reduction in force after the project on which they have been working is completed, unless an exception is granted by the Business Manager.
- (b) The job foreman shall not supervise more than twelve (12) Employees.
- (c) The job foreman shall not supervise more than one (1) job.
- (d) When a job foreman classification is set up, it shall continue in such capacity for the duration of the job.
- (e) On jobs having a foreman, Employees shall not take directions or orders or accept the layout of any job from anyone except the foreman or general foreman. On jobs having a general foreman, a foreman shall not take directions or orders or accept the layout of any job from anyone except the general foreman.

- (f) On jobs where the second foreman is set up, one shall be designated as general foreman. A general foreman shall not supervise more than four (4) foreman. A general foreman shall not work with the tools when supervising more than one (1) foreman. On jobs where a second general foreman is required, one shall be paid a premium of thirteen percent (13%) above the journeyman wireman rate.
- (g) Foreman in charge of jobs shall be held responsible for all tools furnished by the Employer, provided a suitable tool box is furnished. Necessary time for picking up all tools and putting them in the tool box and necessary clean up time shall be allowed on each job by the foreman.
- (h) A foreman working overtime and replacing a Journeyman Wireman on a particular job assignment shall follow the regular overtime rotation.
- (i) On any job having a foreman or general foreman, if the said foreman is absent from the job for a work day or more, the Employer shall designate another Employee to fill the position during such absence.

## **ARTICLE X**

### **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:

- (1) Twenty-five percent (25%) of all productive electrical payrolls 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.
- (2) One hundred percent (100%) of all productive electrical payrolls 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.

## **ARTICLE XI**

### **EFFECT OF LAW - PRIOR AGREEMENTS**

**SECTION 11.01. PRIOR AGREEMENTS** - Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, such provision 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.

**SECTION 11.02.** It is understood that while this Agreement is an association-wide Agreement, no Employer covered by this Agreement shall be held liable for any breach of this Agreement caused or committed by any other Employer.

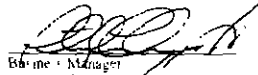
**SECTION 11.03.** This Agreement shall apply to all Employees represented by the Union working under the terms of this Agreement within the jurisdiction of Local Unions 292, IBEW, as approved by the International President.

### ARTICLE XII

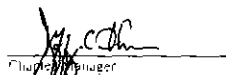
This Agreement is subject to approval of the International President of the IBEW and the National Office of NECA.

SIGNED FOR THE UNION,  
LOCAL UNION 292, IBEW  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS

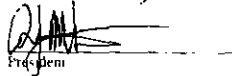
SIGNED FOR THE EMPLOYERS,  
MINNEAPOLIS CHAPTER, NATIONAL  
ELECTRICAL CONTRACTORS  
ASSOCIATION, INC



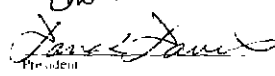
Bob McManis  
Business Manager



J. C. De...  
Chapter Manager



International President



National President

7-1-07  
Date

7-1-07  
Date

## MEMORANDA

### TO STEWARDS:

1. Get all the facts – know the facts and stick to them.
2. Determine if there are any violations of the Agreement.
3. Determine if there is unjust discrimination against any Employees.
4. Make a real effort to see all points of view.
5. Take the grievance up as quickly as possible with the first link in supervision.
6. Get a settlement consistent with the justice of the case.
7. If you cannot reach a settlement, refer it to the Union Business Manager.

### TO THE FOREMEN:

1. Know the Labor Agreement – do not ask your Journeyman to make concessions to the conditions in this Labor Agreement.
2. You, as a foreman, are in the middle – between Management and the Employee. You must get work done for the Employer and it is the Journeyman assigned to you that does this work. Treat these Employees fairly – equally and show no partiality or favoritism. Divide the overtime, the desirable jobs and the undesirable jobs equally. Be a representative of your Employees.

### TO JOURNEYMEN:

1. Do your job in a skilled and craftsman-like manner.
2. Keep your own troubles to yourself.
3. Report any violation of the Agreement to your immediate supervisor, the steward or the Business Manager.



4. When you are speaking about other people or any violations of the Agreement, be sure you know all the facts.
5. Don't start false rumors – there are people who believe you. It is damaging to other people, your Employer and the Union.

TO EMPLOYERS:

1. Know the conditions in your Labor Agreement.
2. Do not ask your foreman or Journeyman to do anything which violates the minimum standards of this Agreement.
3. Have open ears to constructive suggestions by your Employees. Being close to the work as they are, they know what efficient and inefficient operations are.

TO ALL PARTIES CONCERNED:

Do not interpret the Agreement differently than its ordinary interpretation to suit your desires for the day.

## **ADDENDUM AGREEMENT**

### **INSIDE CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN THE MINNEAPOLIS CHAPTER, N.E.C.A. AND LOCAL 292, I.B.E.W.**

**SEPTEMBER 1, 2006 – AUGUST 31, 2009**

#### **AREA OF AGREEMENT**

This Addendum Agreement shall apply to the following Counties in the State of Minnesota that are within the jurisdiction of Local 292, I.B.E.W.: Big Stone, Chippewa, Kandiyohi, Lac Qui Parle, Meleod, Meeker, Pope, Stearns, Stevens and Swift and parts of Benton and Sherburne west of State Highway 25 to Highway 10 and an imaginary line straight west to the Mississippi River.

All Articles and Sections of the Inside Construction and Maintenance Agreement between the Minneapolis Chapter, N.E.C.A. and Local 292, I.B.E.W. shall apply to Employers signatory to this Agreement for work performed in the above mentioned areas. When any Article or Section contained in this Addendum Agreement differs with its corresponding Article and Section in the Inside Construction and Maintenance Agreement, the language in this Addendum Agreement shall prevail for the above mentioned areas.

#### **SECTION 1.01 AGREEMENT DATES**

This Agreement shall take effect September 1, 2006, and shall remain in effect until August 31, 2009, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from September 1st through August 31st of each year, unless changed or terminated in the way later provided herein.

#### **SECTION 1.02 AMENDMENTS – TERMINATION PROVISIONS**

- (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 writ-

ten notification at least ninety (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 this Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
- (d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this Agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the anniversary date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.
- (e) 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. Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

#### **SECTION 1.03**

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 IBEW for approval, the same as this Agreement.

#### **SECTION 1.04**

There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

#### **SECTION 1.05**

There shall be a Labor-Management Committee of three (3) representing the Union and three (3) 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.

#### **SECTION 1.06**

- (a) Time Limits – All grievances must be filed with the representative of the organization of the alleged violating party within ten (10) working days. This shall mean that such notice shall be postmarked within ten (10) working days of the occurrence or within ten (10) working days of the time the aggrieved party first became aware of the alleged violation. Any grievance not postmarked within the foregoing time limit shall be deemed not to exist. This limitation may be waived by joint agreement between the parties.
- (b) Step I – 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 (2) are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Labor-Management Committee.
- (c) Step II – All matters coming before the Labor-Management Committee shall be decided by majority vote. Four (4) members of the

Committee, two (2) 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.

**SECTION 1.07**

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

**SECTION 1.08**

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

**ARTICLE III, SECTION 3.04 - WORKING EMPLOYERS**

Working Employers operating under the terms of the existing Addendum Agreement between the Chapter and Local 292 addressing working Employers will be allowed to continue to abide by the terms of the Addendum Agreement. After August 31, 1998, any new signatory Employers operating as working Employers in the area covered by this Addendum Agreement will comply with the working Employer language in the Local 292 Agreement.

**ARTICLE III, SECTION 3.16 - EQUALIZATION OF OVERTIME**

The Employer shall see that all overtime on the job is equally and impartially allotted to the Employees assigned to that job. In a case where a special skill is involved, this provision will be waived by notice to the Shop Steward. When Employees who are part of the crew assigned to the job turn down overtime, the language in this Section does not apply.

**ARTICLE IV, SECTION 4.22 – JOURNEYMAN  
CALL BY NAME FOR RESIDENTIAL**

Contractors will be allowed to call by name, a properly registered Journeyman off the Residential Out-of-Work list. The next Journeyman must be referred in the order he is on the Residential Out-of-Work list.

**ARTICLE V, SECTION 4.23 – PRE-APPRENTICE**

Contractors working in the 12-County area will be allowed to directly hire one (1) Pre-Apprentice for every five (5) Journeyman/Apprentices they have working in the 12-County area. One (1) additional Pre-Apprentice will be allowed for every five (5) Journeyman/Apprentices, or fraction thereof, hired off the Out-of-Work list.

Pre-Apprentice rate of pay will be 1st period Apprentice excluding all benefits with the exception of NEBF, plus thirty dollars (\$30.00) per week gas stipend. Once a Pre-Apprentice is hired, the Contractor must notify the Union immediately. Immediately means the same date of hire. After the probationary period of one hundred eighty (180) calendar days, the Employee's classification will change to 1st period Apprentice and be petitioned to be enrolled in the JATC.

**ARTICLE V, SECTION 5.01 – HOURS**

In addition to the existing language in this Section of the Inside Construction and Maintenance Agreement, a 6:00 a.m. start at the straight time rate of pay is allowed when the work to be performed had non-Union competition, or is maintenance or service work.

When job conditions dictate (either the other crafts working or the customer requesting), or the Employees on the job request, or the Chapter Manager and the Business Manager agree, the Employer will be allowed to establish a four (4) day, ten (10) hour per day work week. The work week will be specified in writing as being Monday through Thursday or Tuesday through Friday. All hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the applicable overtime rate.

This language is intended not to change the normal five (5) day, eight (8) hour per day work week, but rather to allow flexibility when certain conditions arise.

**ARTICLE V, SECTION 5.04 - WAGES - CLASSIFICATIONS - FRINGE PAYMENTS**

<b>3-YEAR AGREEMENT</b>	<b>10-1-07</b>	<b>9-1-08</b>
<b>TOTAL PACKAGE</b>	<b>\$1.65</b>	<b>\$1.15</b>

**INCREASE**

- (a) **CLASSIFICATION - WAGES**  
See Appendices #3-8
- (b) **FRINGES**  
See Appendices #3-8
- (c) Cable Splicers and certified Welders while performing such type of work which shall include preparation, clean up, and all related tasks shall be paid an additional \$1.00 per hour over and above the Employee's current rate of pay. Local Employees shall be given preference for welding and cable splicing. High voltage shall be anything higher than 2300 volts and requires the use of high voltage termination kits or high voltage taping methods.
- (d) Foreman shall be paid \$2.00 per hour over the Journeyman rate, and General Foreman shall be paid \$3.00 per hour over the Journeyman rate. Projects in excess of \$500,000.00 electrical will be paid at the metro area in the area defined as those parts of Benton and Sherburne Counties west of the Highway #25 line plus all of Meeker, Stearns and McLeod Counties.
- (e) Journeyman Wiremen referred to Employers at the Metropolitan wage and fringe rate for work in the metro area shall not be paid less than the rate at which they were referred if they perform work in the 12-County area, unless they agree to it. If an Employer offers them work at either the high or low scale rate in the 12-County area, they may accept it at their option. If they decline the work, they will be laid off for reduction in force.

**ARTICLE 5, SECTION 5.15 - VACATIONS**

Each Employer shall grant and each Employee in their employ shall take twenty (20) days vacation in a contract year.

**ARTICLE V, SECTION 5.16 - TERMINATION AFTER 5 DAYS OF UNEMPLOYMENT**

An Employee may request a termination of reduction in force and the Employer shall grant such termination after five (5) days of unemployment within a thirty (30) day period, together with his final check. This is so accurate records may be kept on the Employee for his referral listing status and his welfare funds, personal savings funds and Local Union annuity funds.

**ARTICLE V, SECTION 5.18 - EXCESSIVE UNEMPLOYMENT - MANPOWER SURVEY**

- (a) The parties to this Agreement agree that an accurate survey of future manpower needs is essential to the vitality of the electrical industry. The survey will permit the parties to deal with the excessive unemployment, Apprentice quotas, and manpower needs in an intelligent manner.
- (b) The parties to this Agreement agree to survey the anticipated manpower needs of the industry at least three (3) times each year. The survey will take into account the Employers' projected work loads, utilization of vacation periods and the probable number of layoffs and attrition that can be expected. A survey form shall be distributed to all Employers on January 1, May 1 and September 1 of each year.
- (c) All Employers shall respond to the survey as accurately as possible to the Labor-Management Committee within twenty (20) days.
- (d) The parties to this Agreement shall meet during the month following, to evaluate the results of this survey and determine if poten-



tial unemployment exists. If potential unemployment exists, the Labor-Management Committee shall initiate steps designed to maximize employment opportunities and minimize layoffs.

**ARTICLE V, SECTION 5.26 – SUBSISTENCE**

On all jobs where the electrical contract is \$5 million or more, Employers obtaining Employees who travel more than fifty (50) miles to the work site shall be paid twenty dollars (\$20.00) per day. On all jobs where the total of the electrical contracts is \$5 million or more, the application of this Section will be determined by the Labor-Management Committee not later than the pre-bid conference for the job in question.

The application of this Section is to be based on either a single electrical contract of \$5 million or more at a single jobsite or where the total of electrical contracts at a single jobsite is \$5 million or more. For the purpose of this Section, an electrical contract is defined as the total cost of labor, material and equipment supplied and installed by the electrical contractor plus the material and equipment supplied by the customer and installed by the electrical contractor. The parties authorize the Business Manager and Chapter Manager to investigate any job that may exceed \$5 million of electrical work due to change orders or additions during construction for the purpose of determining whether or not subsistence is to be paid.

**ARTICLE VI, SECTION 6.08**

Quarterly Labor-Management meetings will be required to evaluate the competitiveness in the 12-County area.

**ARTICLE VII, SECTION 7.07 - BOOM/BUCKET TRUCKS AND WORK PLATFORMS**

This Section of the Local 292 Agreement shall not apply to this Addendum Agreement.

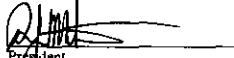
**ARTICLE IX, SECTION 9.03 - FOREMAN**

The Foreman language in the Local 292 Agreement will apply to this Addendum Agreement with the exception of 9.03 (1), which shall read as follows: Group 1 Employees shall be given first consideration for General Foreman; however, Group 2 Employees may be used as General Foremen. Only Group 1 or 2 Employees shall be Foremen.

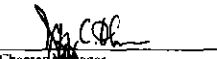
SIGNED FOR THE UNION:  
LOCAL UNION 292, IBEW  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS


SIGNED FOR THE EMPLOYERS:  
MINNEAPOLIS CHAPTER, NATIONAL  
ELECTRICAL CONTRACTORS  
ASSOCIATION, INC.

  
Business Manager

  
President

7-1-07  
Date

  
Chapter Manager

  
President

7-1-07  
Date

# **RESIDENTIAL SIDE LETTER**

between

**National Electrical Contractors  
Association St. Paul and  
Minneapolis Chapter, NECA**

and

**Local Unions 110 and 292  
International Brotherhood  
of Electrical Workers**

**May 1, 2006 – April 30, 2010**

## TABLE OF CONTENTS

ARTICLE I	EFFECTIVE DATE - CHANGES GRIEVANCES - DISPUTES
ARTICLE II	RECOGNITION
ARTICLE III	DEFINITIONS
ARTICLE IV	REFERRAL PROCEDURES
ARTICLE V	TRAINING
ARTICLE VI	WAGES AND WORKING CONDITIONS
ARTICLE VII	HOURS

**All other provisions of this Side Letter shall be dealt with under the respective Local Union and Chapter Agreements as outlined in the Inside Construction and Maintenance Agreements.**

## **RESIDENTIAL SIDE LETTER**

Agreement by and between the National Electrical Contractors Association, St. Paul and Minneapolis Chapters, NECA, Inc. and Local Unions 110 and 292, IBEW. 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 "Association" shall mean the National Electrical Contractors Association, St. Paul and Minneapolis Chapters, NECA, Inc. and the term "Union" shall mean Local Union 110 and 292, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

### **TYPE OF WORK COVERED BY THIS AGREEMENT**

It is mutually agreed that the provisions of this Agreement shall apply to all projects involving the construction, alteration, or repair of single-family houses or apartment buildings of no more than four (4) stories above grade in height. This includes all incidental buildings and items such as site work, parking areas, utilities, streets and sidewalks.

### **BASIC PRINCIPLES**

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common-sense methods. Now therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

## ARTICLE I

### EFFECTIVE DATE – CHANGES – GRIEVANCES – DISPUTES

**Section 1.01** This Agreement shall take effect May 1, 2006 and shall remain in effect through April 30, 2010, unless otherwise specifically provided 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 1.02**

- (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least ninety (90) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.
- (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) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this Agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes 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.

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

**Section 1.03** 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 IBEW for approval, the same as this Agreement.

**Section 1.04** There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

**Section 1.05** There shall be a Labor-Management Committee of four (4) representing the Union and four (4) representing the Employers (two (2) from each Union and Chapter). It shall meet regularly at such stated times as it may decide, but no less than four (4) times per year. 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.

**Section 1.06** All grievances or questions in dispute shall be adjusted by the duly authorized representative 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.

**Section 1.07** All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two (2) 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. In the absence of a deadlock, the Labor-Management Committee's decision shall be final.

**Section 1.08** Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

**Section 1.09** When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

**Section 1.10** Any grievance not brought to the attention of the responsible opposite parties in the Agreement in writing within ten (10) working days of its occurrence shall be deemed to no longer exist.

## **ARTICLE II**

### **RECOGNITION**

#### **Section 2.01**

- (a) The Association, on behalf of its member Employers and other Employers who have assented to this Agreement, recognizes the Union as the sole and exclusive representative of all their Employees performing work within the jurisdiction of the Union for the purposes of collective bargaining, in respect to the rates of pay, wages, hours of employment and other conditions of employment on the type of work as defined herein.
- (b) The Employer understands that the Local Union's jurisdiction – both trade and territorial – is not a subject for negotiations but rather is



determined solely within the IBEW by the International President and, therefore, agrees to recognize and be bound by such determinations.

**Section 2.02** 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.

**Section 2.03** 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 (4) bargaining unit Employees employed in the Local Union's jurisdiction and up to two (2) bargaining unit Employees per job from the 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 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, or rescission by the Council on Industrial Relations.

**Section 2.04** The Local Union is a part of the International Brotherhood of Electrical Workers and

any violation of annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of paragraph two (2) of this Section, 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.

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 or any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting, or repair of a building, structure, or other work, will be deemed a material breach of this Agreement.

All electrical work as defined in this Section and all equipment, tools, supports, materials, and temporary light and power used to accomplish such electrical work shall be performed by workmen covered by this Agreement. All channeling, chasing, 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. at the job site shall be performed by Employees covered under this Agreement.

All charges of violations of paragraph two (2) of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and finding resolution of disputes.

**Section 2.05** All Employees subject to the terms of the Agreement who are members of the Union on the effective date of this Article shall remain members of the Union in good standing as a condition of employment. All present Employees who are not members of

the Union and all Employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on or after the eighth (8th) day following the beginning of their employment or on or after the eighth (8th) day following the effective date of this Article, whichever is later.

**Section 2.06** *Electrical Workers Drug Free Workplace. Local Unions 110 and 292, IBEW, and the St. Paul and Minneapolis Chapters, NECA, acknowledge the danger and costs which 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 rehabilitee 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 Chapter and Local Union's agreed policies.*

**Section 207**

- (a) In order to protect and preserve, for the Employees covered by this Agreement, all work hereto performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any on-site construction work of the type covered by this Agreement, under its own names or under the name of another, as a corporation, company, partnership, or any other business entity including a joint venture, wherein the Employer, through its officers, directors,

partners, or shareholders, exercises either directly or indirectly, management control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work. All charges or violations of this Section shall be considered as a dispute 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.

- (b) As a remedy for violations of this Section, the Labor-Management Committee, the Council on Industrial Relations for the Contracting Industry, and/or an independent arbitrator, as the case may be, are empowered, in their discretion and at the request of the Union, to require the Employer to: (1) pay for affected Employees covered by the Agreement, including registered applicants for employment, the equivalent of wages lost by such Employees as a result of the violations; and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section nor does it make the same or other remedies unavailable to the Union for violations of other Sections or other Articles of this Agreement.
- (c) If, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the Joint Trust Funds to institute court action to enforce an award rendered in accordance with Subsection (b) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or Fund Trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

**Section 2.08** Wage and Fringe Fund requirements shall be those as outlined in both Local 110 and 292 and St. Paul and Minneapolis NECA Inside Construction and Maintenance Agreements.

**Section 2.09.** The Union reserves the right to discipline its members for violations of its laws, rules and agreements.

**Section 2.10** The Union has a right to appoint Stewards at any shop and/or job where workers are employed under the terms of the Agreement. The Employer shall be notified and furnished the name of the Steward. Such Stewards shall be allowed sufficient time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at the shop or on the job. No Steward shall be discriminated against by any Employer because of the faithful performance of duties as Steward. The Shop Steward shall be the second to the last journeyman in the shop. The Job Steward shall be the second to the last journeyman on the job.

**Section 2.11** A representative of the Union shall be allowed to access any shop or job, at any reasonable time, where workers are employed under the terms of this Agreement.

**Section 2.12**

- (a) It shall not be a violation of this Agreement and it shall not be cause for discharge or any other disciplinary action by the Employer against any Employee for an Employee to refuse to cross a lawfully established primary picket line whether at the premises of another Employer or the Employee's own Employer.
- (b) Any Employee exercising such right shall carefully put away all tools, materials, equipment or other property of the Employer in a safe manner. Each Employee will be responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided for by the Employer.

**Section 2.13** For all Employees covered by this Agreement. The Employer shall carry Worker's Compensation Insurance, with a company authorized to do business in this State; Social Security; and such other protective insurance as may be required by the laws of the State in which the work is performed. He shall also make voluntary contributions to the State Unemployment Compensation Commission regardless of the number of Employees.

**Section 2.14** No applicant or Employee while he remains subject to employment by Employers operating under this Agreement shall be recognized as a contractor for the performance of any electrical work.

**Section 2.15** Residential Wiremen shall install all electrical work in a safe and workman-like manner and in accordance with applicable code and contract specifications.

**Section 2.16** The Employer shall furnish all other necessary tools or equipment. Workers will be held responsible for the tools or equipment issued to them provided the Employer furnishes the necessary lockers, toolboxes, or other safe place of storage. Tools must be taken out and put away during working hours.

**Section 2.17** Wiremen shall provide themselves with the following tools:

- |                                |  |
|--------------------------------|--|
| 1 tool box/tool bag            | 1 wood chisel                          |
| 1 electricians hammer          | 1 cold chisel                          |
| 1 tap wrench                   | 1 flashlight                           |
| 1 8 or 9 inch Klein            | 1 110 to 440 volt tester               |
| 1 6 inch diagonal cutters      | 1 electricians knife                   |
| 2 pairs channel lock pliers    | 1 half round file                      |
| 1 pair 6 inch long nose pliers | 1 Allen wrench set                     |
| 1 key hole saw frame           | 1 6 foot rule or up to 25<br>foot tape |
| 1 hacksaw frame                | 1 plumb bob                            |
| 1 10 inch adjustable wrench    | 3 flat screwdrivers                    |
| 1 scratch awl                  | 2 Phillips screwdrivers                |
| 1 center punch                 | 1 combination square                   |
| 1 pocket level                 | 1 socket set to 1/2 inch               |

1 chalk line  
1 tin snips

1 code book  
1 round file

The Employer will furnish necessary locked storage to reasonably protect tools from the weather and vandalism and will replace such tools as listed above when tools are damaged on the job or stolen from the locked storage.

## ARTICLE III

### DEFINITIONS

**Section 3.01 Association and Employer.** The term "Association" refers to the National Electrical Contractors Association, St. Paul and Minneapolis Chapters, NECA, Inc. The term "Employer" refers to the individual Employers or Contractors represented by the Association in collective bargaining.

An Employer who contracts for electrical work shall mean a person, firm or corporation whose principal business is electrical contracting and who employs members referred out under this Side Letter of this Agreement. The Employer shall maintain a permanent place of business and a suitable financial status to meet the payroll requirements. He shall possess certain qualifications, knowledge, experience and financial responsibility, which are required of everyone desiring to be an Employer in the Electrical Contracting Industry.

**Section 3.02 Foreman.** A "foreman" is defined to mean a licensed wireman, referred by Local 110 or Local 292 under this Side Letter, and appointed by an Employer covered by this Agreement to supervise other electrical Employees. A foreman is required when supervising five (5) to ten (10) Employees.

**Section 3.03 General Foreman.** A "general foreman" is defined as a licensed wireman, referred by Local 110 or Local 292 under this Side Letter, and appointed by an Employer covered by this Agreement, to supervise two (2) or more crews of men, each of which is supervised by a foreman.

**Section 3.04 Jurisdiction.** This Agreement shall be effective on all residential work covered by this side

letter in the following counties:

Goodhue, the portion west of Belle Creek, Minneola,  
Roscoe and Vasa Townships.

Anoka, all

Chisago, all

Dakota, all

Isanti, all

Kanabec, the portion south of Hillman, Peace and  
Pomroy Townships

Le Sueur, the portion east of Cleveland, Sharon,  
Tyrone and Washington Townships

Mille Lacs, the portion south of Bradbury, Lewis and  
Onamia Townships

Pine, the portion south of Arlone, Barry, Clover,  
Hinckley and Ogema Townships

Ramsey, all

Rice, all

Sherburne, all

Washington, all

Hennepin, all

Carver, all

Scott, all

Wright, all

Benton, all

Big Stone, all

Chippewa, all

Kandiyohi, all

Lac Qui Parle, all

McLeod, all

Meeker, all

Pope, all

Stearns, all

Stevens, all

Swift all

**Section 3.05** Gross Month Labor Payroll. Gross wages and gross earnings are defined as monies that are reported by the Employer to the United States Government on the Employee's W-2 form.



## **ARTICLE IV REFERRAL PROCEDURES**

**Section 4.01** In the interest of maintaining an efficient system of production in the Residential Industry, providing for an orderly procedure of referral of applicants for employment, and preserving the legitimate interests of the employees in their employment status within the area 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.

**Section 4.02** The Unions shall be the sole and exclusive source of referral of applicants for employment.

**Section 4.03** The Employer shall have the right to reject any applicant for employment.

**Section 4.04** 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.

**Section 4.05** 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.

**GROUP 1** All applicants for employment who have four (4) or more years experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Residential Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as Residential Wireman by a duly consti-

tuted Residential Training Subcommittee and who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the Collective Bargaining Agreement.

GROUP II All applicants for employment who have four (4) or more years experience in the trade and who have passed a Residential Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Residential Wireman by a duly constituted Residential Training Subcommittee.

GROUP III All applicants for employment who have four (4) or more years experience in the trade.

**Section 4.06** If the registration list is exhausted and the Union is unable to refer applicants for employment to the Employer within forty-eight (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", and the Employer shall notify the Union of the name and social security number of such "Temporary Employees".

**Section 4.07** "Normal construction labor market" is defined to mean the area from which the normal labor supply is secured as listed in Article III, Section 3.04, plus the commuting distance adjacent thereto.

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

**Section 4.08** "Resident" means a person who has maintained his permanent home in the above-defined geographical area for a period of not less than one (1)

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.

**Section 4.09** Examinations. 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 IBEW. Reasonable intervals of time for examinations are specified when needed, but not to exceed ninety (90) days. An applicant shall be eligible for examination if he has four years experience in the trade.

**Section 4.10** An electrician who has served for a period of six (6) years, or twelve-thousand hours, as a Residential Wireman may change his classification to Journeyman Wireman without any further examinations. The time may be shortened if the individual takes four (4) years of journeyman continuing education classes required by the Residential Subcommittee.

**Section 4.11** Anyone who makes an application for referral as an applicant for employment and who does not meet the requirements of one (1) of the three (3) groups in Section 4.05 above shall be referred to the Residential Training Subcommittee for their consideration as a trainee.

**Section 4.12** 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.

**Section 4.13** An applicant who has registered on the "Out of Work List" must renew his/her application in accordance with the current Hiring Hall rules. Each member is responsible to understand the current Hiring Hall rules to ensure his/her work opportunities.

**Section 4.14** An applicant who is hired and who received, through no fault of his own, work of forty (40) hours or less shall, upon reregistration, be restored to his appropriate place within his GROUP.

#### **Section 4.15**

- (a) *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. Any applicant who is rejected by the Employer shall be returned to his appropriate place with his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within his GROUP.*
- (b) *Union new hires with no residential experience within the prior three (3) years:*
- *Prior to hiring, an individual must complete a residential update class.*
  - *Will work a two-week trial period at a wage rate equivalent to the maximum unemployment compensation benefit, plus NEBF, health and welfare and NLMCC contributions.*
  - *The Employer will gauge the individual's suitability to perform the residential scope of work. If the Employee is retained after the two (2) week trial period, they will receive the full wage and benefit scale as per the Collective Bargaining Agreement. Otherwise, they are to be laid off.*
  - *Employer abuse of this option will result in the Employer being denied its use.*
- (c) *Direct hire from non-signatory Employers:*
- *Signatory Employers will be allowed to direct hire individuals who are employed by non-signatory Employers.*
  - *If individuals are hired in this manner,*

the Employer must immediately notify the Union of the new hire.

- Each direct hire will be subject to a ten (10) day probationary period.
  - Direct hires are not meant to displace existing Union employees (an Employer cannot lay off a Union employee to direct hire from a non-signatory).
  - Signatory Employers must direct hire and hire off the book in the same proportion, but can also direct hire when there are no Union members available for work.
- (d) Recall - Employers will be permitted to recall those who have worked for the Employer within the past year.

**Section 4.16** The only exception which shall be allowed in this order of referral is 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 4.17** An Appeals Committee is hereby established composed of one (1) member appointed by the Union, one (1) member appointed by the Employer or by the Association, as the case may be, and a Public member appointed by both these members.

**Section 4.18** 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 Sections 4.04 through 4.15 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 and 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 accordance with this Agreement.

**Section 4.19** 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 4.20** A copy of the Referral Procedure set forth in this Agreement shall be posted on the bulletin board in the offices of the Local Unions and in the offices of the Employers who are parties to this Agreement.

**Section 4.21** Trainees shall be hired and transferred in accordance with the training provisions of the Agreement between the parties.

**Section 4.22** When making reductions in the number of Employees due to lack of work, Employers shall use the following procedure:

- (a) Temporary Employees, if employed, shall be laid off first. Then Employees in Group III, if employed, then Employees in Group II, if employed, and then those in Group I.
- (b) Paragraph (a) will not apply as long as the special skill requirement as provided in Section 4.16 is required.
- (c) Supervisory Employees covered by the terms of this Agreement will be excluded from layoff as long as they maintain in a supervisory capacity. When they are reduced to the status of Wireman, they will be slotted in the appropriate Group in paragraph (a) above.

## ARTICLE V

### RESIDENTIAL TRAINEES

**Section 5.01** The Local Joint Apprenticeship and Training Committee (JATC) properly established between the Chapters of the National Electrical Contractors Association (NECA) and Local Union 110 and 292 of the International Brotherhood of Electrical Workers (IBEW) shall adopt local Residential Trainee Standards in conformance with the NJATC National Guideline Standards and Policies. All such standards shall be registered with the NJATC.

The JATC shall be responsible for all training. The JATC, however, may elect to establish a subcommittee consisting of two (2) to four (4) members appointed by the IBEW Local Union, and an equal number of members appointed by the NECA Chapter. The JATC or its properly established subcommittee shall be responsible for the conduct and operation of the Residential Training Program in accordance with the standards and policies adopted by the Local JATC. The duties of a subcommittee, where one exists, shall make sure the individuals have the capacity to successfully complete the Residential Training Program established by the two (2) parties.

**Section 5.02** Where the JATC elects to establish a subcommittee, an equal number of members (two, three or four) shall be appointed, in writing, by both the NECA Chapters and the IBEW Local Unions. All such appointments shall be in writing designating the beginning and termination dates for each appointment.

JATC and subcommittee members serve at the will of the party they represent and may be removed by the party they represent or they may resign. All appointments made to fill unexpired terms shall likewise be in writing.

The Subcommittee, where one is established by 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, or its subcommittee, shall maintain a set of minutes for each

and every meeting. Such minutes shall be maintained by the JATC and its subcommittee, where a subcommittee is properly established.

**Section 5.03** Any issue concerning a trainee or a trainee matter shall be referred to the JATC for its review, evaluation and resolve. The JATC or its subcommittee where one exists, shall enforce standards and policies established and approved by the JATC. Any appeal pertaining to any action of the subcommittee, shall be referred to the JATC for review and resolution. Any decision or ruling of the JATC shall be final and binding on the subcommittee. If the JATC cannot resolve an appeal, the matter shall be properly referred to the Local Labor-Management for resolution.

**Section 5.04** *Though the JATC may elect to establish subcommittees, there is to be only one JATC Trust.* The Trust shall be responsible for all training trust fund matters. Only properly appointed members of the JATC shall serve as Trustees to the JATC Trust.

**Section 5.05** All trainees shall enter the program through the JATC, or its subcommittee. Credit can be given for previous time worked in the trade but a minimum of one (1) year shall be served as a trainee. Trainees shall be selected by either the Employer or the Union and will alternate with that Employer. If either party forfeits their turn for selection, the other party may select. However, the party that forfeits its turn will have the next opportunity for selection.

**Section 5.06** The JATC, or its subcommittee, shall be responsible for the assignment or reassignment of all Residential Trainees. Trainees will not be transferred unless requested by the trainee. The trainee will be transferred at the earliest possible date. All such job training assignments, or reassignments, shall be made in writing and the Local Union Referral Office shall make all referrals.

**Section 5.07** The JATC may terminate any trainee prior to the completion of their training. When a trainee is terminated, the former trainee shall not be eligible for employment under this Agreement, in any



classification, until two (2) years after they should have completed the trainee program and they must demonstrate they have acquired the necessary skills and knowledge to warrant the classification of Residential Wireman.

**Section 5.08** Though the JATC cannot guarantee any number of trainees, any Employer signatory to this Agreement shall be entitled to a ratio of two (2) unlicensed workers to one (1) Residential Wireman on any job. Trainees shall not be selected when trainees are available for on-the-job training assignments.

**Section 5.09** Each trainee shall be required to satisfactorily complete the four (4) year course of study provided by the JATC as a minimum requirement for completion of their related classroom training. The JATC may also elect to require additional training options that are provided for by the NJATC.

**Section 5.10** The trainee is required to satisfactorily complete the minimum number of on-the-job training hours specified.

**Section 5.11** The trainee is to be under the supervision of a Residential Wireman. Supervision will not be of a nature that prevents the development of responsibility and initiative. The trainee shall be permitted to perform any and all job tasks in order to properly develop trade skills and become proficient in the work processes associated with the trade. A Residential Wireman is not required to constantly watch or observe the work of the trainee. The trainee is prohibited from working alone when the Residential Wireman is not on site when safety reasons prohibit.

**Section 5.12** The Employer shall contribute to the local Health and Welfare Plans and to the National Electrical Benefit Fund (NEBF) on behalf of all trainees. Contributions to other benefit plans may be addressed in other sections of this Agreement.

**Section 5.13** Upon satisfactory completion of training, the JATC shall provide the trainee with a diploma from the JATC. The JATC shall encourage the

trainee to seek college credit through the NJATC. The JATC may also require the trainee to acquire any appropriate license required for Residential Wiremen to work in the jurisdiction covered by this Agreement.

**Section 5.14** 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. This sum shall be due 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 VI

### WAGES AND WORKING CONDITIONS

**Section 6.01** Payment of Wages. Wages shall be paid in the same manner as in the Inside Construction and Maintenance Agreements between Local 110 and St. Paul Chapter NECA, and Local 292 and Minneapolis Chapter NECA. For wages and fringe benefits see Appendices 9 and 10.

- (a) Residential Wireman wages and benefits shall be that of their respective Local Union's Inside Journeyman Wireman rates under the Inside Construction and Maintenance Agreements. CIR cannot determine any other wage and fringe rate as long as this Agreement is in effect.
- (b) Foreman's rate shall be ten percent (10%) over the regular hourly Residential Wireman's rate.
- (c) General Foreman's rate shall be fifteen percent (15%) over the regular hourly Residential Wireman's rate.
- (d) Incentive pay.
- (e) All benefit payments shall be paid at the straight time rate.
- (f) Employers, Employees or their agents shall not accept or give, directly or indirectly, rebates on wages.

**Section 6.02** Productivity Incentive Program. Under the terms of the collective bargaining Agreement, Locals 110 and 292 and signatory contractors may implement a productivity incentive program on a project-by-project basis. Productivity projects will utilize an agreed-upon percentage of referrals from the out-of-work list, and incorporate the Code of Excellence. Foremen shall receive fifteen percent (15%) above the applicable rate and General Foremen shall receive twenty-five percent (25%) above the applicable rate.

**Section 6.03** Overtime. Saturdays will be paid at time and one-half of the regular straight time rates. Sundays and holidays, or days celebrated as holidays, shall be paid at double the straight time rate. When working under Article VII, Section 7.01(b), (c) or (d), Employees will be compensated at the rates listed in that Section.

**Section 6.04** No work shall be worked on Labor Day without the approval of the Business Manager.

**Section 6.05** Minimum Pay. Wages for Employees shall accrue from the time of reporting for work, when ordered to so report. When directed to report to the job, such workers shall be on the job ready to commence work at the regular starting time. Not less than two (2) hours wages at the straight time wage rate, for a one (1) day or portion thereof, shall accrue to Employees unless notified not to report at least one (1) hour prior to starting time. All tools and materials shall be stored and put away before leaving job.

**Section 6.06 Show-up Pay.**

- (a) When workers report to the shop or job and are not put to work due to conditions beyond the control of the workers, they shall receive two (2) hours of wages and benefits. Workers may be required to remain on site for the hours paid.
- (b) When a qualified applicant for employment is referred to an Employer and is rejected for employment, such applicant shall be paid four

(4) hours of wages and at the applicable rate. Show-up pay will be paid only once to the effected Employee by the same Employer during a twelve (12) month period. Non-qualified applicants will not receive any show-up time.

- (c) When workers report and are put to work, they shall receive pay for a minimum of four (4) hours and shall remain on the job unless otherwise directed by the Employer.

**Section 6.07** The Employer agrees that it shall not constitute a violation of this Agreement for the Union to remove the workmen employed by an Employer who is delinquent in any wage or fringe payment due under the terms of this Agreement. In the event the Employer desires to rehire the Employees removed for this reason, he must pay each Employee for all lost time due to this delinquency.

**Section 6.08** Any Employer who is party to this Agreement who is found to be delinquent in his payments with reference to wages, check-off of Union dues, authorized credit union deductions, and contributions required by the Agreement to be made to the Trust Funds, shall be subject to immediate cancellation of the Agreement, after the Employer has been sent one (1) warning notice in writing. Such cancellation shall not be determined as a strike, walkout, or stoppage of work and is subject to approval of the International President of the IBEW.

**Section 6.09** Use of Vehicles, Parking and Travel Time.

- (a) Employees covered hereunder shall not be required as a condition of employment to furnish and use an automobile or other conveyance to transport other Employers, tools, equipment or materials from job to shop, shop to job, or job to job. If required, the Employer shall furnish such transportation. Employees who use their vehicle may transport no more than one (1) cubic foot of tools and/or material and must be compensated ten dollars (\$10.00)

per day and IRS mileage. Employers shall not use Employees vehicles for hire except as stated above. The Employer when presented with parking receipts shall pay all parking fees. If parked at a meter you must notify Employer *when doing so for reimbursement*.

- (b) **Jobbing Work:** When required to do jobbing work, the Employer shall furnish a suitable and reliable truck or auto to carry the necessary tools and equipment, and material to perform such jobbing work.
- (c) No traveling time shall be paid before or after working hours for traveling to or from any job in the jurisdiction of the Unions when workers are ordered to report on the job. The Employer shall pay time for travel from shop to job, job to job, and job to shop within the jurisdiction of the Unions during working hours.

**Section 6.10 Loaning** - Commingling of Employees. All Employees shall be referred from the Hiring Hall and the Employers shall not loan Employees to each other. Subletting labor that results in the commingling or mixing of Employees among crews covered by this Agreement shall be construed as loaning employees. Exceptions to this provision must have the approval of the Business Manager and Chapter Manager prior to commencing work.

## **ARTICLE VII**

### **HOURS**

#### **Section 7.01 Hours.**

- (a) Eight consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., with thirty (30) minutes for lunch, shall constitute the *work day*. *Starting time after 8:00 a.m. must* be by mutual agreement of the Employer and the Employees. Five (5) such days, Monday through Friday shall constitute the work week. Starting time shall not be altered for

the purpose of avoidance of overtime pay. Employees transferred during the day shall not be deprived of eight (8) hours work if transferred from a job starting at a later time to a job starting at an earlier time.

- (b) The Employer may institute a work week consisting of four (4) consecutive ten (10) hour days between the hours of 6:00 a.m. and 6:00 p.m., Monday through Thursday or Tuesday through Friday, with one-half (1/2) hour allowed for a lunch period. A minimum of seven (7) calendar days notice must be given to the Employee prior to the starting of four (4) consecutive ten (10) hour days. After ten (10) hours in a work day, overtime at the appropriate rate will be paid. The fifth (5th) day, Monday or Friday, may be used as a make-up day and a minimum of eight (8) hours must be scheduled. Saturday and Sunday Employees will be compensated in accordance with Article VI, Section 6.02.
- (c) When scheduled to work an eight (8) hour day, Monday through Friday, overtime of time and one-half (1 1/2) will not be paid until the Employee has worked forty (40) hours in a week. However, Employees working more than ten (10) hours in a work day will be compensated at time and one-half (1 1/2) for all hours over ten (10), even if forty (40) hours have not been worked.
- (d) When mutually agreed between the Employer and the Employee, service work (jobbing) may be worked Tuesday through Saturday at a straight time rate. Section 7.01 (b) and (c) will not apply for service work. Sunday will be worked at time and one-half (1 1/2) the straight time rate and Monday will be worked at double the straight time rate.

**Section 7.02 Holidays.** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after

Thanksgiving, Christmas Eve Day, and Christmas Day, or on days legally celebrated for the foregoing holidays, shall be overtime work to be compensated in accordance with Article VI, Section 6.02. Except as provided in Article VII, Section 7.03, all work performed on Saturday and Sunday shall be overtime work and shall be compensated in accordance with Article VI, Section 6.02.

**Section 7.03 Vacations.** Each Employee will be entitled to twenty (20) days of paid vacation each year starting on January 1. Funding of vacations for Wiremen referred out under the Residential Side Letter will be done in the same manner as required under Local 110 and 292 Inside Construction and Maintenance Agreements. Funding for vacations for Residential Trainees will start on the Trainee's 2nd year anniversary date. Trainees will be entitled to twenty (20) days of vacation and will be funded in the same manner as above but according to their rate of pay.

**Section 7.04 Shift Work.**

- (a) When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked, the first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.
- (b) The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus ten percent (10%) for seven and one-half (7 1/2) hours work.
- (c) The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus fifteen percent (15%) for seven (7) hours of work.

- (d) A lunch period of thirty (30) minutes shall be allowed on each shift.
- (e) All overtime work required after the 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 hour worked.
- (g) There shall be no requirement for a day shift when either second or third shift is worked.

**Section 7.05** Coverage Outside the Geographical Jurisdiction. On all work outside the jurisdiction of this Agreement, The Employer shall furnish transportation, board and all other necessary expenses. Both parties to this Agreement are to be notified in writing of the procedures to be followed to implement payment for the aforementioned prior to the starting of the job.

**Section 7.06** Code of Excellence. The Code of Excellence is a program designed to provide increased value to electrical construction and maintenance users by enhancing the performance of signatory Employers and the efficiency and craftsmanship of IBEW workers. The program is intended to enhance the partnership between labor and management that is devoted to furthering our common objectives by maintaining our high standards of workmanship while improving our competitiveness.

When an applicant is referred out as possessing a Code of Excellence certification, the applicant must be accepting a referral to a certified Code of Excellence contractor for a contracted Code of Excellence Project. The normal layoff procedure described in Article IV, Section 4.21 shall be followed.



**NEBF - HEALTH AND WELFARE - PERSONAL SAVINGS - LOCAL PENSION - ANNUITY PENSION - ELECTRICAL INDUSTRY BOARD - CREDIT UNION - UNION DUES - LMCC NLMCC - RECEIVING AGENCY & ENFORCEMENT OF PAYMENTS TO FRINGE BENEFIT FUNDS - SAFETY PROVISIONS - INDUSTRY BOARD - SEPARABILITY CLAUSE**

The above provisions of the Agreement shall be dealt with under the respective Local Union and Chapter Agreements as outlined in the Inside Construction and Maintenance Agreements.

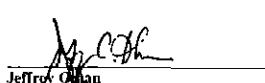
Signed for the Union

Signed for the Chapter

\_\_\_\_\_  
Michael Redland  
Business Manager  
IBEW Local Union 110

\_\_\_\_\_  
Rich Wynne  
Chapter Manager  
St. Paul NECA

  
\_\_\_\_\_  
Stephen Claypatch  
Business Manager  
IBEW Local Union 292

  
\_\_\_\_\_  
Jeffrey Chan  
Chapter Manager  
Minneapolis NECA

## **MEMORANDUM OF UNDERSTANDING**

The following provisions will be part of the Residential Side Letter for the purpose of implementing and management of the Agreement.

Current members of both Local 110 and 292 doing residential work will be (grandfathered) allowed to continue doing residential, commercial and industrial type work. All new members hired under the Residential Side Letter will be referred out under the Residential Side Letter and will be allowed to do only the scope of work under the Residential Side Letter. Current members will continue to be paid and follow the rules set forth under the Inside Construction and Maintenance Agreement.

Apprentices will be allowed to continue to do residential work at their Apprentice wage until they have been released to Journeyman Wireman status.

On prevailing wage work, Apprentices will be allowed to work on residential projects with the approval of the respective JATC.

Local Union dues shall be paid as under the Inside Construction and Maintenance Agreements.

NECA Service Charges and Administrative Maintenance Funds (AMF) shall be paid to the Chapter on the follow-the-man basis. This means that for a Local 110 member, the NECA Service Charge or AMF will be paid to the St. Paul Chapter, NECA regardless of where the member is working, and vice versa with a Local 292 member to the Minneapolis Chapter, NECA.

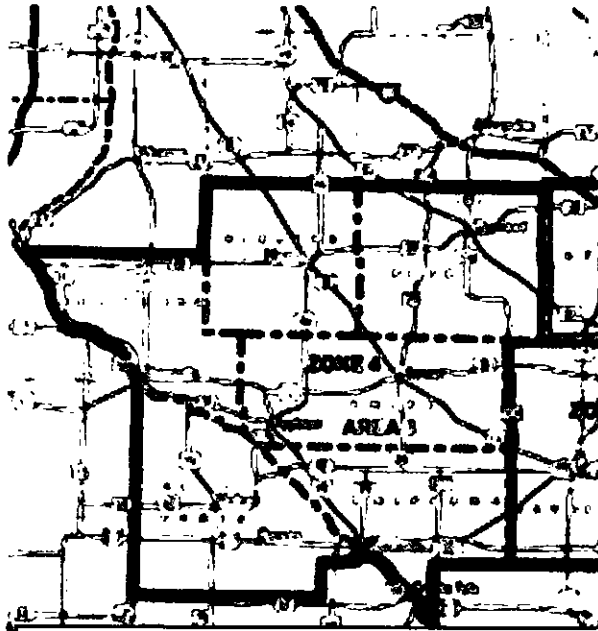
Home Locals will determine the appointment of stewards.

No provisions for excessive unemployment will apply to the Residential Side Letter.

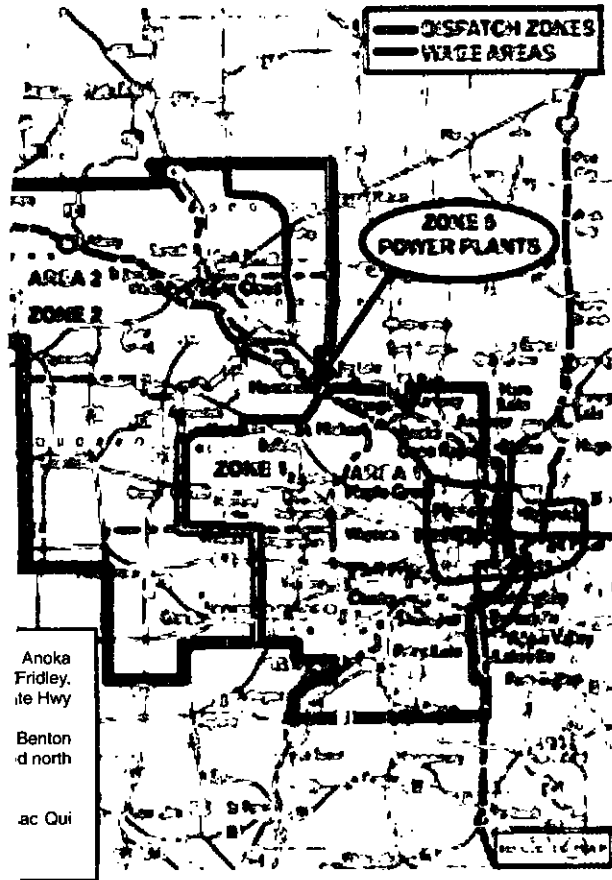
Health care contributions will be paid on a monthly payroll report at the rate reflected in Appendix 10, and upon notice after the yearly wage allocation.

Payroll reports are to specify the number of hours worked within each Local's commercial jurisdiction for calculation of Union dues.

Referral will be from one (1) list as both Local jurisdictions are combined for the purpose of doing residential work. Union membership cannot determine referral procedure.



- ZONE 1** - Area consisting of Hennepin, Carver and Scott Counties, that part of Wright County containing the cities of Andover, Anoka, Columbia Heights, Coon Rapids, Hilltop, Spring Lake Park and Ramsey, and that part of Wright County east 25 or south of Wright County Rd 37.  
**ZONE 2** - Area consisting of Stearns, Meeker and McLeod Counties, and Sherburne Counties and that part of Wright County west of State Hwy of Wright County Rd 37.  
**ZONE 3** - Area consisting of Kandiyohi County.  
**ZONE 4** - Area consisting of Chippewa, Big Stone, Stevens, Pope, Swift and Polk Counties.  
**ZONE 5** - Power plants at Monticello and Becker.



**APPENDIX 1**  
**ARTICLE V, SECTION 5.04(a) and (b). WAGES - CLASSIFICATIONS - FRINGE PAYMENTS**  
**METRO AREA RATES EFFECTIVE MAY 1, 2007**

4 YEAR AGREEMENT	5-1-06	5-1-07*	5-1-08*	5-1-09*
<b>TOTAL PACKAGE INCREASE</b>	\$ 2.00	\$ 2.00	\$2.10	\$2.20

\*To be allocated at a later time.

(a) <b>Classification</b>	05-01-07
2nd General Foreman	\$37.29*
General Foreman	\$36.30*
Foreman	\$35.15*
Cable Splicer/Welder	\$34.00
Journeyman Wireman	\$33.00

\* All Foremen in a supervisory capacity shall successfully complete training in First Aid/CPR (must keep up to date) and leadership. The Labor Management Committee must find the course acceptable.

† Foremen are paid at 6.5% over the JW rate; General Foremen at 10% over the JW rate; 2nd General Foreman at 13% over the JW rate.

(b) <b>Fringes</b>	
Personal Savings	13.15%
Health and Welfare†	27.27%
Local Pension	7.42%
NEBF	3.00%
Annuity/SUB Plan	11.79%
LMCC/NLMCC**	0.182%
JATC***	1.42%

\* Apprentice Health & Welfare contributions shall be made on clock hours effective May 1, 2006. Journeyman Health & Welfare contributions shall be made on clock hours effective May 1, 2007.

\*\* Establish a floor of one-hundred thousand dollars (\$100,000) and a ceiling of two-hundred thousand dollars (\$200,000) for the LMCC contribution (presently at 0.182%).

\*\*\* JATC \$ .05 for Apprentice school stipend

**APPENDIX 2  
 ARTICLE V, SECTION 5.04(a) and (b). WAGES - CLASSIFICATIONS - FRINGE PAYMENTS  
 METRO AREA APPRENTICE RATES EFFECTIVE MAY 1, 2007**

INDENTURED PRIOR TO MAY 1, 2006								
<u>Period</u>	<u>Rate</u>	<u>NEBF</u>	<u>PS</u>	<u>H&amp;W*</u>	<u>Local Pension</u>	<u>Annuity/Sub</u>	<u>LMCC**</u>	<u>JATC***</u>
1-40%	\$13.20	3.00%	NO	68.60%	7.42%	NO	0.182%	1.42%
2-45%	\$14.85	3.00%	13.15%	58.75%	7.42%	11.79%	0.182%	1.42%
3-50%	\$16.50	3.00%	13.15%	54.54%	7.42%	11.79%	0.182%	1.42%
4-55%	\$18.15	3.00%	13.15%	49.60%	7.42%	11.79%	0.182%	1.42%
5-60%	\$19.80	3.00%	13.15%	45.45%	7.42%	11.79%	0.182%	1.42%
6-65%	\$21.45	3.00%	13.15%	41.95%	7.42%	11.79%	0.182%	1.42%
7-70%	\$23.10	3.00%	13.15%	38.95%	7.42%	11.79%	0.182%	1.42%
8-76%	\$25.08	3.00%	13.15%	35.90%	7.42%	11.79%	0.182%	1.42%
9-83%	\$27.39	3.00%	13.15%	32.85%	7.42%	11.79%	0.182%	1.42%
10-91%	\$30.03	3.00%	13.15%	30.00%	7.42%	11.79%	0.182%	1.42%

INDENTURED AS OF MAY 1, 2006								
<u>Period</u>	<u>Rate</u>	<u>NEBF</u>	<u>PS</u>	<u>H&amp;W*</u>	<u>Local Pension</u>	<u>Annuity/Sub</u>	<u>LMCC**</u>	<u>JATC***</u>
1-40%	\$13.20	3.00%	NO	68.20%	7.42%	NO	0.182%	1.42%
2-50%	\$16.50	3.00%	13.15%	54.54%	7.42%	11.79%	0.182%	1.42%
3-60%	\$19.80	3.00%	13.15%	45.45%	7.42%	11.79%	0.182%	1.42%
4-70%	\$23.10	3.00%	13.15%	38.95%	7.42%	11.79%	0.182%	1.42%
5-83%	\$27.39	3.00%	13.15%	32.85%	7.42%	11.79%	0.182%	1.42%

\* Apprentice Health & Welfare contributions shall be made on clock hours effective May 1, 2006. Journeyman Health & Welfare contributions shall be made on clock hours effective May 1, 2007.

\*\* Establish a floor of one-hundred thousand dollars (\$100,000) and a ceiling of two hundred thousand dollars (\$200,000) for the LMCC contribution (presently at 0.182%).

\*\*\* JATC \$.05 for Apprentice school stipend

**APPENDIX 3**  
**ARTICLE V, SECTION 5.04. WAGES**  
**CLASSIFICATIONS – FRINGE PAYMENTS**

**TWELVE COUNTY AREA RATES EFFECTIVE OCTOBER 1, 2007**

The rates listed on this page apply to work that is over \$5 million electrical anywhere in the 12-county area.

<b><u>Classification</u></b>	<b><u>10-01-07</u></b>	<b><u>09-01-08</u></b>
2nd General		
Foreman	\$32.24	\$1.15
General Foreman	\$31.24	
Foreman	\$30.24	
Cable Splicer/Welder	\$29.24	
Journeyman Wireman	\$28.24	

**Fringe Benefits Based on Gross Labor Payroll**

NEBF	3.00%
Personal Savings	11.72%

**Fringe Benefits Based on Straight Time rate for all hours worked**

Health and Welfare	30.70%
Local Pension	7.47%
Annuity/SUB Plan	9.74%
LMCC/NLMCC	0.21%
JATC	1.42%



**APPENDIX 4  
 ARTICLE V, SECTION 5.04 WAGES - CLASSIFICATIONS - FRINGE PAYMENTS  
 TWELVE COUNTY APPRENTICE RATES EFFECTIVE OCTOBER 1, 2007**

The rates listed on this page apply to work that is over \$5 million electrical anywhere in the 12-county area.

**INDENTURED PRIOR TO SEPTEMBER 1, 2006**

<u>Period</u>	<u>Rate</u>	<u>NEBF</u>	<u>PS</u>	<u>H&amp;W</u>	<u>Local Pension</u>	<u>Annuity/Sub</u>	<u>LMCC</u>	<u>JATC</u>
1-40%	\$11.30	3.00%	NO	76.75%	7.47%	NO	0.21%	1.42%
2-45%	\$12.71	3.00%	NO	68.22%	7.47%	NO	0.21%	1.42%
3-50%	\$14.12	3.00%	11.72%	61.40%	7.47%	9.74%	0.21%	1.42%
4-55%	\$15.53	3.00%	11.72%	55.82%	7.47%	9.74%	0.21%	1.42%
5-60%	\$16.94	3.00%	11.72%	51.17%	7.47%	9.74%	0.21%	1.42%
6-65%	\$18.36	3.00%	11.72%	47.23%	7.47%	9.74%	0.21%	1.42%
7-70%	\$19.77	3.00%	11.72%	43.86%	7.47%	9.74%	0.21%	1.42%
8-76%	\$21.46	3.00%	11.72%	40.40%	7.47%	9.74%	0.21%	1.42%
9-83%	\$23.44	3.00%	11.72%	36.99%	7.47%	9.74%	0.21%	1.42%
10-91%	\$25.70	3.00%	11.72%	33.74%	7.47%	9.74%	0.21%	1.42%

**INDENTURED AFTER SEPTEMBER 1, 2006**

<u>Period</u>	<u>Rate</u>	<u>NEBF</u>	<u>PS</u>	<u>H&amp;W</u>	<u>Local Pension</u>	<u>Annuity/Sub</u>	<u>LMCC</u>	<u>JATC</u>
1-40%	\$11.30	3.00%	NO	76.75%	7.47%	NO	0.21%	1.42%
2-50%	\$14.12	3.00%	11.72%	61.40%	7.47%	9.74%	0.21%	1.42%
3-60%	\$16.94	3.00%	11.72%	51.17%	7.47%	9.74%	0.21%	1.42%
4-70%	\$19.77	3.00%	11.72%	43.86%	7.47%	9.74%	0.21%	1.42%
5-83%	\$23.44	3.00%	11.72%	36.99%	7.47%	9.74%	0.21%	1.42%

Effective September 1st the NEBF and Personal Savings contributions continue to be paid based on Gross Labor Payroll. All other fringe benefit contributions as listed above for both categories of Apprentices are paid based on the straight time rate of pay for all hours worked without regard to whether the hour was worked at any rate of pay above the straight time rate.

**APPENDIX 5**  
**ARTICLE V, SECTION 5.04. WAGES – CLASSIFICATIONS – FRINGE PAYMENTS**  
**FIVE COUNTY AREA RATES EFFECTIVE OCTOBER 1, 2007**

The rates listed on this page apply to work that is under \$5 million electrical in the following counties: The portions of Benton and Sherburne (west of Highway 25) and all of Meeker, McLeod and Stearns Counties.

<b>Classification</b>	<b>10-01-07</b>	<b>09-01-08</b>
2nd General Foreman	\$31.72	\$1.15
General Foreman	\$30.72	
Foreman	\$29.72	
Cable Splicer/Welder	\$28.72	
Journeyman Wireman	\$27.72	

**Fringe Benefits Based on Gross Labor Payroll**

NEBF	3.00%
Personal Savings	11.65%

**Fringe Benefits Based on Straight Time rate for all hours worked**

Health and Welfare	31.28%
Local Pension	7.43%
Annuity/SUB Plan	9.63%
LMCC/NLMCC	0.22%
JATC	1.41%

Effective September 1, only the NEBF and Personal Savings contributions continue to be paid based on Gross Labor Payroll. All other fringe benefit contributions as listed above are paid based on the straight time of pay for all hours worked, without regards to whether the hour was worked at any rate of pay above the straight time rate.

**APPENDIX 6  
 ARTICLE V, SECTION 5.04. WAGES – CLASSIFICATIONS – FRINGE PAYMENTS  
 FIVE COUNTY AREA APPRENTICE RATES EFFECTIVE OCTOBER 1, 2007**

The rates listed on this page apply to work that is under \$5 million electrical in the following counties: The portions of Benton and Sherburne (west of Highway 25) and all of Meeker, McLeod and Stearns Counties.

**INDENTURED PRIOR TO SEPTEMBER 1, 2006**

<u>Period</u>	<u>Rate</u>	<u>NEBF</u>	<u>PS</u>	<u>H&amp;W*</u>	<u>Local Pension</u>	<u>Annuity/Sub</u>	<u>LMCC**</u>	<u>JATC***</u>
1-40%	\$11.09	3.00%	NO	78.19%	7.43%	NO	0.22%	1.41%
2-45%	\$12.47	3.00%	NO	69.50%	7.43%	NO	0.22%	1.41%
3-50%	\$13.86	3.00%	11.65%	62.55%	7.43%	9.63%	0.22%	1.41%
4-55%	\$15.25	3.00%	11.65%	56.87%	7.43%	9.63%	0.22%	1.41%
5-60%	\$16.63	3.00%	11.65%	52.13%	7.43%	9.63%	0.22%	1.41%
6-65%	\$18.02	3.00%	11.65%	48.12%	7.43%	9.63%	0.22%	1.41%
7-70%	\$19.40	3.00%	11.65%	44.68%	7.43%	9.63%	0.22%	1.41%
8-76%	\$21.07	3.00%	11.65%	41.15%	7.43%	9.63%	0.22%	1.41%
9-83%	\$23.01	3.00%	11.65%	37.68%	7.43%	9.63%	0.22%	1.41%
10-91%	\$25.23	3.00%	11.65%	34.37%	7.43%	9.63%	0.22%	1.41%

**INDENTURED AS OF SEPTEMBER 1, 2006**

<u>Period</u>	<u>Rate</u>	<u>NEBF</u>	<u>PS</u>	<u>H&amp;W*</u>	<u>Local Pension</u>	<u>Annuity/Sub</u>	<u>LMCC**</u>	<u>JATC***</u>
1-40%	\$11.09	3.00%	NO	78.19%	7.43%	NO	0.22%	1.41%
2-50%	\$13.86	3.00%	11.65%	62.55%	7.43%	9.63%	0.22%	1.41%
3-60%	\$16.63	3.00%	11.65%	52.13%	7.43%	9.63%	0.22%	1.41%
4-70%	\$19.40	3.00%	11.65%	44.68%	7.43%	9.63%	0.22%	1.41%
5-83%	\$23.01	3.00%	11.65%	37.68%	7.43%	9.63%	0.22%	1.41%

Effective September 1st the NEBF and Personal Savings contributions continue to be paid based on Gross Labor Payroll. All other fringe benefit contributions as listed above for both categories of Apprentices are paid based on the straight time rate of pay for all hours worked without regard to whether the hour was worked at any rate of pay above the straight time rate.

**APPENDIX 7  
ARTICLE V, SECTION 5.04. WAGES - CLASSIFICATIONS - FRINGE PAYMENTS**

**SEVEN COUNTY AREA RATES EFFECTIVE OCTOBER 1, 2007**

The rates listed on this page apply to work that is under \$300,000 electrical in the following counties: Big Stone, Chippewa, Kandiyohi, Lac Quit Parle, Pope, Stevens, and Swift. For jobs that are over \$300,000 but less than \$5 million electrical, use the rates listed for the 5-County area (Appendix 5). For jobs over \$5 million, use the rates listed for the 12-County area (Appendix 3).

<b><u>Classification</u></b>	<b><u>10-01-07</u></b>	<b><u>09-01-08</u></b>
2nd General Foreman	\$30.66	\$1.15
General Foreman	\$29.66	
Foreman	\$28.66	
Cable Splicer/Welder	\$27.66	
Journeyman Wireman	\$26.66	

**Fringe Benefits Based on Gross Labor Payroll**

NEBF	3.00%
Personal Savings	11.63%

**Fringe Benefits Based on Straight Time rate for all hours worked**

Health and Welfare	32.52%
Local Pension	7.43%
Annuity/SUB Plan	9.64%
LMCC/NLMCC	0.23%
JATC	1.43%

Effective September 1, only the NEBF and Personal Savings contributions continue to be paid based on Gross Labor Payroll. All other fringe benefit contributions as listed above are paid based on the straight time of pay for all hours worked, without regards to whether the hour was worked at any rate of pay above the straight time rate.

**APPENDIX 8  
ARTICLE V, SECTION 5.04 WAGES CLASSIFICATIONS - FRINGE PAYMENTS  
SEVEN COUNTY AREA APPRENTICE RATES EFFECTIVE OCTOBER 1, 2007**

The Apprentice wage and fringe rates listed on this page apply to the area defined on Appendix 7.

<b>INDENTURED PRIOR TO SEPTEMBER 1, 2006</b>								
<b>Period</b>	<b>Rate</b>	<b>NEBF</b>	<b>PS</b>	<b>H&amp;W</b>	<b>Local Pension</b>	<b>Annuity/Sub</b>	<b>LMCC</b>	<b>JATC</b>
1-40%	\$10.66	3.00%	NO	81.30%	7.43%	NO	0.23%	1.43%
2-45%	\$12.00	3.00%	NO	72.27%	7.43%	NO	0.23%	1.43%
3-50%	\$13.33	3.00%	11.63%	65.04%	7.43%	9.64%	0.23%	1.43%
4-55%	\$14.66	3.00%	11.63%	59.13%	7.43%	9.64%	0.23%	1.43%
5-60%	\$16.00	3.00%	11.63%	54.20%	7.43%	9.64%	0.23%	1.43%
6-65%	\$17.33	3.00%	11.63%	50.03%	7.43%	9.64%	0.23%	1.43%
7-70%	\$18.66	3.00%	11.63%	46.46%	7.43%	9.64%	0.23%	1.43%
8-76%	\$20.26	3.00%	11.63%	42.79%	7.43%	9.64%	0.23%	1.43%
9-83%	\$22.13	3.00%	11.63%	39.18%	7.43%	9.64%	0.23%	1.43%
10-91%	\$24.26	3.00%	11.63%	35.74%	7.43%	9.64%	0.23%	1.43%
<b>INDENTURED AFTER SEPTEMBER 1, 2006</b>								
<b>Period</b>	<b>Rate</b>	<b>NEBF</b>	<b>PS</b>	<b>H&amp;W</b>	<b>Local Pension</b>	<b>Annuity/Sub</b>	<b>LMCC</b>	<b>JATC</b>
1-40%	\$10.66	3.00%	NO	81.30%	7.43%	NO	0.23%	1.43%
2-50%	\$13.33	3.00%	11.63%	65.04%	7.43%	9.64%	0.23%	1.43%
3-60%	\$16.00	3.00%	11.63%	54.20%	7.43%	9.64%	0.23%	1.43%
4-70%	\$18.66	3.00%	11.63%	46.46%	7.43%	9.64%	0.23%	1.43%
5-83%	\$22.13	3.00%	11.63%	39.18%	7.43%	9.64%	0.23%	1.43%

Effective September 1st the NEBF and Personal Savings contributions continue to be paid based on Gross Labor Payroll. All other fringe benefit contributions as listed above for both categories of Apprentices are paid based on the straight time rate of pay for all hours worked without regard to whether the hour was worked at any rate of pay above the straight time rate.

**APPENDIX 9  
ARTICLE VI, SECTION 6.04(a) and (b). WAGES - CLASSIFICATIONS - FRINGE PAYMENTS**

**RESIDENTIAL WIREMAN RATES EFFECTIVE MAY 1, 2006**

<b>4 YEAR AGREEMENT</b>	<b>5-1-06</b>	<b>5-1-07*</b>	<b>5-1-08*</b>	<b>5-1-09*</b>
<b>TOTAL PACKAGE INCREASE</b>	<b>\$ 2.00</b>	<b>\$ 2.00</b>	<b>\$2.10</b>	<b>\$2.20</b>

\*To be allocated at a later time.

**(a) Classification** **05-01-07**

2nd General Foreman	\$36.30
Foreman	\$35.15 <sup>+</sup>
Cable Splicer/Welder	\$34.00
Journeyman Wireman	\$33.00

\* All Foremen in a supervisory capacity shall successfully complete training in First Aid/CPR (must keep up to date) and leadership.

\* Foremen are paid at 15% over the JW rate; General Foremen at 25% over the JW rate.

**(b) Fringes**

Personal Savings	13.15%
Health and Welfare <sup>+</sup>	27.27%
Local Pension	7.42%
NEBF	3.00%
Annuity/SUB Plan	11.79%
LMCC/NLMCC <sup>**</sup>	0.182%
JATC <sup>**</sup>	1.42%

\* Apprentice Health & Welfare contributions shall be made on clock hours effective May 1, 2006. Journeyman Health & Welfare contributions shall be made on clock hours effective May 1, 2007.

\*\* Establish a floor of one-hundred thousand dollars (\$100,000) and a ceiling of two-hundred thousand dollars (\$200,000) for the LMCC contribution (presently at 0.19%).

\*\* JATC \$.05 for Apprentice school stipend.

**APPENDIX 10**  
**ARTICLE VI, SECTION 6.04 (e) WAGES -**  
**CLASSIFICATIONS - FRINGE PAYMENTS**  
**RESIDENTIAL TRAINEE RATES EFFECTIVE**  
**MAY 1, 2006**

**First Period 40% of JW Package of \$54.20**

Wage Rate	\$12.93
NEBF (3%)	0.39
Health & Welfare	8.36
<b>Total Package</b>	<b>\$21.68</b>

**Second Period 45% of JW Package of \$54.20**

Wage Rate	\$15.03
NEBF (3%)	0.45
Health & Welfare	8.36
Personal Savings (3.2%)	0.51
LMCC/NLMCC	0.04
<b>Total Package</b>	<b>\$24.39</b>

**Third Period 60% of JW Package of \$54.20**

Wage Rate	\$19.81
NEBF (3%)	0.59
Health & Welfare	8.36
Local Pension (7.42%)	1.47
Personal Savings (4.04%)	0.81
Annuity	1.44
LMCC/NLMCC	0.04
<b>Total Package</b>	<b>\$32.52</b>

**Fourth Period 75% of JW Package of \$54.20**

Wage Rate	\$24.75
NEBF (3%)	0.74
Health & Welfare	8.36
Local Pension (7.42%)	1.84
Personal Savings (10%)	2.55
Annuity (8.7%)	2.23
JATC (0.06%)	0.14
LMCC/NLMCC	0.04
<b>Total Package</b>	<b>\$40.65</b>

When working on prevailing wage work, trainees will be paid at the applicable rate.

**ARTIFICIAL RESPIRATION  
INFORMATION**

The following information has been taken  
from the

**SUPPLEMENT  
TO THE AMERICAN RED CROSS  
FIRST AID TEXTBOOK**

**ARTIFICIAL RESPIRATION**

If victim is not breathing, begin some  
form of artificial respiration at once. Wipe  
out quickly any foreign matter visible in the  
mouth, using your fingers or a cloth  
wrapped around your fingers.



**MOUTH-TO-MOUTH (MOUTH-TO-NOSE)  
METHOD**



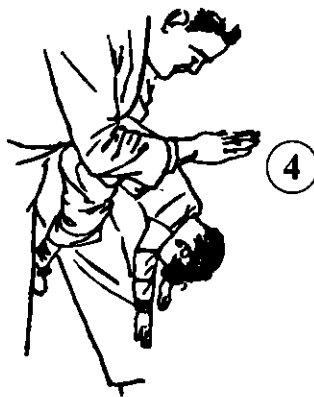
Tilt victim's head back. (Fig 1). Pull or  
push the jaw into a jutting-out position.  
(Fig. 2).



If victim is a small child, place your mouth tightly over his mouth and nose and blow gently into his lungs about 20 times a minute. If victim is an adult (see Fig 3), cover the mouth with your mouth, pinch his nostrils shut, and blow vigorously about 12 times a minute.



If unable to get air into lungs of victim, and if head and jaw positions are correct, suspect foreign matter in throat. To remove it, suspend a small child momentarily by the ankles or place child in position

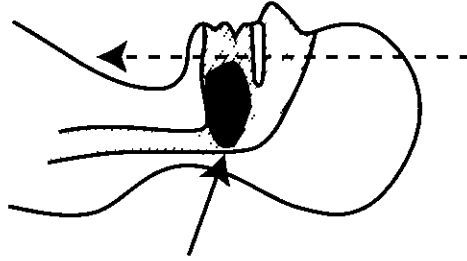


shown in Fig. 4, and slap sharply between the shoulder blades.

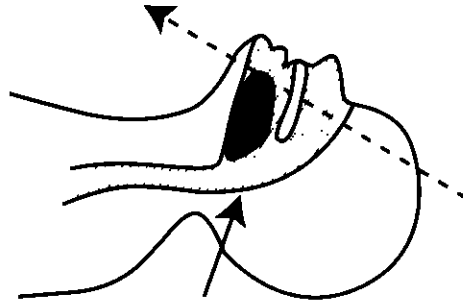
If the victim is adult, place in position shown in Fig. 5, and use the same procedure.



**CLEARING AIR PASSAGEWAY**



**Relaxed jaw - Tongue blocks air passage (trachea)**



**Head tilted - Jaw held in thrust position  
relieves blockage by elevating tongue**

## EXTERNAL CARDIAC MASSAGE

- 1 .Only after mouth-to-mouth breathing has been started should a check be made to see if external cardiac massage is necessary. Determine whether the heart has stopped beating by checking the victim's pulse in the carotid of the neck – the large artery on either side.  
See Figure A.
- 2 .If there is no pulse, start the external cardiac massage procedure by placing the heel of one hand over the lower third (the "sternum") of the breastbone (see "X" on Figure B) and the other hand on top of the first, as shown in Figure C.
- 3 .To start the cardiac massage, compress the breastbone toward the backbone by exerting downward pressure on your hands with the weight of your upper body, as in Figure C, while mouth-to-mouth breathing is continued by a second person. The breastbone should move 1-1/2 to 2 inches in adults. Pressure is then released quickly. This cycle is repeated 60 to 80 times per minute on children. [Children's chests are not as strong as adults'.] The massage on children up to 10 years old can usually be done with one hand.

**CARDIOPULMONARY (Heart-Lung)  
RESUSCITATION**

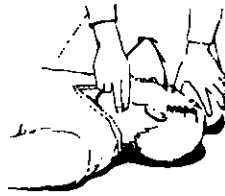


Fig. A

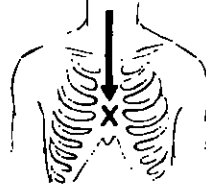


Fig. B

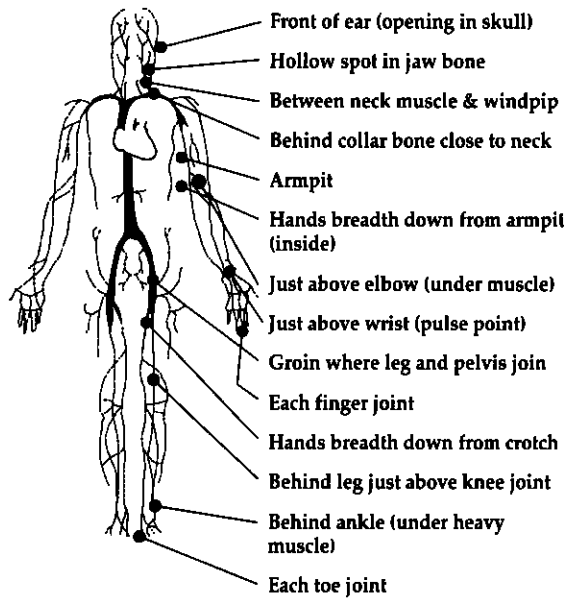


Fig. C

Showing (A) the pulse-checking point in the neck, (B) the hand-pressure point in the chest, and (C), preparing to start simultaneous heart-lung resuscitation

## PRESSURE POINTS FOR CONTROLLING ARTERIAL BLEEDING

Use pressure point nearest the wound,  
between heart and wound



**POINTS - The same on both sides of body**

**Tourniquet is to be used only  
in extreme bleeding or as a last resort**