

MINNESOTA LIMITED ENERGY AGREEMENT

Between

NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION-
MINNEAPOLIS, ST. PAUL AND TWIN PORTS-ARROWHEAD
CHAPTERS

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, AFL-CIO LOCAL UNIONS #110, #242, #292, #294,
#343

August 1, 2021 – June 30, 2024

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PREAMBLE AND BASIC PRINCIPLES

This Agreement, made and entered into this first day of August, 2021, by and between the Minneapolis, St. Paul and Twin Ports-Arrowhead Chapters, National Electrical Contractors Association (NECA) on behalf of its Limited Energy Contractors who employ Technicians and Installers under the terms and conditions contained herein and who have signed a Letter of Assent to be bound by this Agreement for its duration as set forth in Article I below, and Local Unions #110, #242, #292, #294, and #343 of the International Brotherhood of Electrical Workers, AFL-CIO.

This Agreement shall also apply to all other individual Limited Energy firms who employ Technicians and Installers under its terms and provisions and who by virtue of signing a similar Letter of Assent, authorize NECA as their collective bargaining agent for all matters contained herein or affecting this Agreement, including all amendments or revisions adopted thereto.

The term "Union" as hereinafter used shall mean Local Unions #110, #242, #292, #294, and #343 of the International Brotherhood of Electrical Workers, AFL-CIO.

The term "Employer" as hereinafter used shall mean a Limited Energy Contractor who is a member of NECA or an individual Limited Energy Contractor who has signed a Letter of Assent as hereinbefore provided.

The term "Employee" or "Employees" as hereinafter used shall mean the Technicians and Installers covered by the terms and conditions of this Agreement.

The Employer and the Union have a mutual interest in the limited energy industry. Stabilized conditions of employment improve the relationship between the Employer, the Union and the public. All will benefit by harmonious relations and by adjusting any differences through rational, common-sense methods.

It is the continuing policy of the Employers and local Unions signatory to this Agreement that the provisions of this Agreement shall be applied to all covered Employees without regard to race, color, creed, religion, age, national origin, sex, sexual orientation, marital status, whether disabled or veteran.

The Minnesota Limited Energy Apprenticeship and Training Trust Fund admits students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, color, national and ethnic origin in administration of its educational policies, admissions policies, scholarship and loan programs (including the interest-free book loan program), and other school administered programs.

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

WHEREFORE, to these ends and in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I
EFFECTIVE DATE - TERMINATION - AMENDMENTS - BARGAINING UNIT

SECTION 1.01. DURATION - This Agreement shall take effect August 1, 2021, and shall remain in effect through June 30, 2024. It shall continue in effect from year to year thereafter from the 1st day of July through the 30th day of June of each succeeding year, unless changed or terminated in the way later provided herein.

SECTION 1.02. TERMINATION OR CHANGES - Either party desiring to change or terminate this Agreement must notify the other in writing at least sixty (60) days prior to the annual expiration date. Notice to the Employer shall be sent to NECA. Notice to the Union shall be sent to the Business Manager of I.B.E.W. Local No. 292. When notice for changes only is given, the nature of the changes desired must be stated in the notice. However, changes may be made at any time by mutual consent. Any changes agreed upon shall be reduced to writing, signed by both parties hereto and approved by the International President of the Union, the same as this Agreement.

SECTION 1.03. NO STRIKE OR LOCKOUT - There shall be no stoppage of operations either by strike or lockout during the term of this Agreement because of any dispute over matters relating to the provisions herein, or during the time that any grievance or other matter is under arbitration as provided herein. All such matters must be handled in the manner provided hereinafter. This Section shall not apply to negotiations for changes when the contract is open on any issue nor to refusal to cross a legal picket line.

SECTION 1.04. SCOPE OF WORK - The work covered by this Agreement shall be defined as:

- (a) The installation, termination, inspection, maintenance, repair, service, certification of, and wire pulling for products distributed by contractors signatory to this Agreement including but not limited to the following:

Radio	Security System
Television	Computer System
Recording	Nurse Call
Music	Clock
Voice Sound	Intercom
Telephone	Sound Masking
Microwave	Voice Mail
Satellite	Call Accounting
Data Transmission	Data Communication
Vision Production and Reproduction	Fiber Optics
Innerduct - for application of fiber optic, communication,	Card Access

and signal wiring
Alarm Systems, including:
 Burglar
 Fire Life Safety
 Industrial Process Supervision (monitoring only)
Energy Management Systems (maintenance only)
Wireless transmission of voice, data and video and related equipment.

- (b) The maintenance service programming and initialization of Energy Management Systems and Temperature Control Systems.
- (c) Building Integrated Systems that reside on the same platform as other limited energy systems. This specifically excludes relay interfaces and the installation of conduit and/or other raceway systems.
- (d) The installation of mud rings, outlet boxes, and other protective enclosures required for the installation of low voltage devices.

The installation of surface mount metal or plastic raceway for the protection of cables in exposed areas.

The installation of rigid, EMT and flex conduit not to exceed 10' in length per device.

The installation of air sampling systems.

The installation of communication wire conduit and/or other communication raceway including but not limited to, ladder racking, cabling supports, and containment enclosures within: Computer rooms, communication equipment rooms, PBX rooms, termination closets, and extensions to existing communication raceway systems. Provided that such work is not included in RFP's electrical specifications, or bidding documents for work to be performed by contractors covered by the local inside agreement.

- (e) Provided that all such work as outlined above is on power limited circuits as defined by the National Electrical Code.
- (f) Any dispute over this section shall be resolved per the grievance procedure as outlined in Article II.

SECTION 1.05. DUES DEDUCTION -

- (a) The Employer, upon receipt of written authorization signed by the Employee and such other person as may be legally required (which authorization shall be irrevocable for a period of one (1) year or upon the termination of this Agreement, whichever occurs sooner) shall deduct from such Employee's paycheck the Employee's Union dues, and remit same to the duly authorized representative of the Union on a monthly basis. Also, the Employer agrees to deduct quarterly (January, April, July and October), the international dues.
- (b) On projects located in IBEW Local Union 242 and 294 jurisdictions, all working dues assessments, as specified in the approved site Local Union By-laws, shall be paid on a monthly basis to the site Local. Service work of two-days or less is excluded from this provision.

The Union agrees to indemnify and hold harmless the Employer for any claims of wrongful discharge and/or improper dues deduction.

SECTION 1.06. UNION CONFERENCES

- (a) Employer-Union Conferences - The Employer agrees to meet and confer with representatives of the Union at reasonable times on any and all questions or matters relative to the terms and conditions of this Agreement. Authorized representatives of the Union shall be allowed access to premises of the Employer or property where members of the Union are employed under this Agreement to inspect or investigate operations of the Employer, for compliance with the terms and conditions herein.
- (b) Union-Employee - The Union agrees to notify the Employer in the event they wish to have a conference with a bargaining unit Employee. Such conferences shall not interfere with the Employer's business and shall not interrupt Employees while working without the permission of the Employer.

SECTION 1.07. STEWARDS - The Union has the right to appoint a Shop Steward at any office location 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 work hours without loss of pay to see that the terms and conditions of this Agreement are observed at their shop. No Steward shall be discriminated against by any Employer because of their faithful performance of duties as Steward. The Shop Steward shall be the 4th (fourth) to the last Bargaining Unit Member in the shop. Any problems concerning any Steward shall be referred to the Chapter Manager and the Business Manager for resolution. The Shop Steward will be a Journeyman Installer or higher in classification and possess a Power Limited Technician License issued by the State of Minnesota.

The Shop Steward shall be notified of manpower changes of Employees covered under this Agreement weekly, with prior notice of layoffs.

The Employer shall provide an accounting of all hours worked by each Employee each month to the Steward.

SECTION 1.08. UNION DISCIPLINE - The Union reserves the right to discipline its members for violation of its laws, rules and agreements, not contrary to the provisions of this Agreement. The Employer hereby acknowledges receipt of a copy of the Constitution of the I.B.E.W.

SECTION 1.09. SUBCONTRACTING AND RECOGNITION - The Employer agrees not to subcontract work normally performed by the Employees under this Agreement in order to deprive Employees of work. The Employer can subcontract cable installation work normally performed by the Employees under this Agreement, provided it does not deprive active Employees of a forty (40) hour work week. The Employer agrees to advise the Union of any such decision prior to its implementation. The Employer agrees to subcontract electrical labor to contractors signatory to the I.B.E.W. when possible.

SECTION 1.10. EQUAL CONDITIONS - The Union agrees that if, during the life of this Agreement, the Union grants to any Employers in the Limited Energy Contracting Industry, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employers under this Agreement and the Union shall immediately notify NECA of such concessions.

SECTION 1.11. WORKMANSHIP - All work performed by Employees covered by this Agreement adjudged by the Union Business Representative and the Employer as unsatisfactory shall be redone to a satisfactory standard by the Employee who performed such work. Employees shall be compensated at federal minimum wage for time spent on work which is redone under this paragraph. When the Employer determines it is necessary for purposes of adequate supervision, "redo" work may be scheduled during normal work hours.

SECTION 1.12. MOONLIGHTING - It is mutually understood and agreed between the parties hereto that regardless of any other terms and conditions contained within this Agreement that any Employee who performs work covered under the Scope of Agreement by himself or for another firm or person while employed by an Employer shall be just cause for immediate and complete discharge.

SECTION 1.13. JOBSITE PERSONNEL REQUIREMENTS AND RATIOS - All Employers signatory to this Agreement shall maintain a minimum of one (1) Journeyman Technician in their employment. In addition, each job must maintain ratios in conformance with current state law.

The first person assigned to any job site shall be a Journeyman Installer or above with an applicable license to perform the work.

SECTION 1.14. MANAGEMENT RIGHTS - The Union understands the Employer is responsible to perform the work required by the customer. 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 their 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 Foreperson, in requiring all Employees to observe the Employer's and/or Customer'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 1.15. NON-RESIDENT EMPLOYERS - Any firm located outside of the jurisdiction of the Locals signatory to this Agreement who perform work under the scope of this Agreement within the jurisdiction of this Agreement shall not be allowed to bring more than one (1) non-resident bargaining unit Employee into the jurisdiction, after having completed the necessary requirements of signing a Letter of Assent to this Agreement with the Local in which the work is to take place and fulfilling any present or future State licensing requirements.

ARTICLE II **GRIEVANCES AND ARBITRATION**

Either party may process a grievance under this Article.

SECTION 2.01. GRIEVANCES - All disputes arising out of the interpretation of or adherence to the terms and provisions of this Agreement shall be resolved as follows:

Step 1. The matter shall first be discussed between the Employer or their authorized representative and the Business Manager of the Union or their authorized representative, within ten (10) calendar days of its occurrence or from the regular payday if wages are involved. The grieved party shall be notified at the time of discussion that the conversation constitutes Step 1 of the grievance process.

Step 2. If the matter is not resolved in Step 1 above it shall be reduced to writing. The written grievance shall spell out the provisions of the contract violated, and the relief sought and shall be presented to the other party within ten (10) calendar days of the occurrence or the payday, if wages are involved. The grieving party shall send a copy of the written grievance to NECA Grievances shall be deemed not to exist and shall be waived unless the time limits for discussing and filing the grievance set forth in Step 1 and Step 2 are met. The parties may mutually agree to extend timelines.

Step 3. The grieving party will schedule a meeting between the Employer, the Union, and a NECA representative. If the grievance is not resolved, the Joint Labor Management Committee, will hear the grievance and make a final and binding decision. If the Labor Management Committee cannot agree on how to resolve the matter, the grievance will be processed under Section 2.02 of this Agreement.

SECTION 2.02. ARBITRATION - Any matter that is not adjusted under Section 2.01 above may be referred to arbitration by either party. Any request for arbitration shall be in writing and shall be received by the other party within fourteen (14) calendar days of the Labor Management Committee's deadlocked decision. Grievances shall not be referred to arbitration and shall be waived unless arbitration is requested within the time limits hereinbefore stated.

- (a) Upon a request for arbitration the parties shall attempt to select a neutral arbitrator to hear the matter. In the event an arbitrator cannot be agreed upon within seven (7) calendar days from the date of the receipt of the written request, the neutral shall be selected from a list of seven (7) arbitrators furnished by the Federal Mediation and Conciliation Services.
- (b) The decision of the neutral arbitrator shall be final and binding on the Union, the Employer, and the Employee(s).
- (c) The fee and expenses of the neutral arbitrator shall be borne equally by the Employer and the Union.
- (d) The arbitrator shall not have the authority to render any award which has the effect of adding to, subtracting from or in any way changing the provisions of this Agreement.
- (e) The decision of the arbitrator shall be in writing and shall set forth fully the basis on which the decision is made, together with the specific provisions of the Agreement relied upon.
- (f) The arbitrator shall decide only the issues raised in the written grievance.
- (g) The arbitrator's decision shall be rendered within thirty (30) calendar days of the date of the hearing.
- (h) The time limits set forth herein for the filing of the grievance, the processing of the grievance and the request for arbitration shall be mandatory and the grievance shall be waived and permanently barred unless such time limits are followed. However, the time limits may be extended by mutual written agreement of the parties.

ARTICLE III
ECONOMIC CONDITIONS

SECTION 3.01. NORMAL WORK DAY -

- (a) The normal work day shall be eight (8) consecutive hours between 7:00 a.m. and 5:30 p.m. exclusive of a mandatory unpaid meal period of not less or more than thirty (30) minutes, unless a four day week of ten (10) hour days is scheduled by mutual agreement between the Employer and the Employee(s). However, the work day may begin as early as 6:00 a.m. if it is mutually agreed to between the Employer and Employee(s).
- (b) The Employer shall have the right to establish work days of other than between 6:00 a.m. and 5:30 p.m. upon five (5) calendar days posted notice or upon agreement by the Employee being rescheduled.
- (c) Employers will not schedule more than 16 hours of continuous work for an Employee and an Employee will not work more than 16 continuous hours.
- (d) There shall be one (1) fifteen (15) minute paid break between the start of the shift and the lunch period and one (1) fifteen (15) minute paid break between the end of lunch and the end of the work day. The Employer may determine where and when breaks are to be taken.

SECTION 3.02. NORMAL WORK WEEK -

- (a) The normal work week shall be five (5) consecutive normal work days Monday through Friday or four (4) consecutive work days Monday through Thursday or Tuesday through Friday as outlined in Section 3.01(a) above.

SECTION 3.03. SHIFT PREMIUM - Employees scheduled to a work day of other than between the hours of 6:00 a.m. to 5:30 p.m. shall receive a shift premium of 15% of the regular hourly rate of pay per hour for all hours worked, in addition to the Employee's rate of wages. Effective July 1, 2022, the shift premium will be 16% and effective July 1, 2023, the shift premium will be 17%.

SECTION 3.04. OVERTIME -

- (a) Employees shall be paid at the rate of one and one-half (1&1/2) times their regular rate of pay for the first two (2) hours worked after 8 hours or after 10 hours, based on the employees scheduled work week of five (5) days/eight (8) hours per day or four (4) days/ten (10) hours per day. All hours worked in excess of ten (10) hours or twelve (12) hours shall be paid at two (2) times their regular rate of pay.

- (b) Hours worked on a fifth (5th) day for 4-10's or sixth (6th) day for 5-8's following an Employee's scheduled work week shall be paid at the rate of one and one-half (1&1/2) times the Employee's rate of wages. Hours worked in excess of eight (8) on a fifth (5th) or sixth (6th) day shall be paid at the rate of two (2) times the Employee's rate of wages.
- (c) Hours worked on a Sunday shall be paid at the rate of two (2) times the Employee's rate of wages.
- (d) Hours worked on a holiday, as established by this Article, Section 3.08, shall be paid at the rate of one and one-half (1&1/2) times the Employee's rate of wages, in addition to the holiday pay, for all hours worked.
- (e) Employers shall attempt to distribute overtime equally among Employees qualified to perform the available work.
- (f) When Employees are requested to work overtime, they shall be given at least four (4) hours' notice by the Employer when practicable.

SECTION 3.05. WAGES, TITLES AND JOB CLASSIFICATIONS -

(a)

		6% Over Journeyman Technician	7% Over Journeyman Technician	7% Over Journeyman Technician
		8/1/2021	7/1/2022	7/1/2023
General Foreperson	\$43.71	\$45.01	\$46.57	\$47.73
		4% Over Journeyman Technician	5% Over Journeyman Technician	5% Over Journeyman Technician
Foreperson Technician	\$42.92	\$44.16	\$45.70	\$46.84
		2.50%	2.50%	2.50%
Journeyman Technician	\$41.42	\$42.46	\$43.52	\$44.61
Senior Technician	\$37.31	\$38.24	\$39.21	\$40.18
Technician	\$33.16	\$33.99	\$34.84	\$35.71
Journeyman Installer	\$29.02	\$29.75	\$30.49	\$31.25
Installer 6	\$26.95	\$27.62	\$28.31	\$29.02
Installer 5	\$24.87	\$25.49	\$26.13	\$26.75
Installer 4	\$22.80	\$23.37	\$23.95	\$24.55
Installer 3	\$20.70	\$21.22	\$21.75	\$22.29
Installer 2	\$18.62	\$19.09	\$19.57	\$20.06
Installer 1	\$16.60	\$17.02	\$17.45	\$17.89

(b) Progression

Installers will progress from one classification to another after 800 hours, a minimum of 6 months time elapsed, and satisfactory progress in apprentice school. Installers hired prior to 12/1/00 who did not indenture and progressed to I-5 will not progress further until such time as they indenture and complete the Installer program at the JATC.

Journeyman Installers will be promoted to Technician once they have possessed the State Power Limited License for a minimum of 2000 hours; have taken a computer fundamentals course; and have obtained one of the following or similar: NICET 1 Fire, Avixa CTS, NICET 1 Security, BICSI Installer 1.

Technicians will be promoted to Senior Technician once they have spent a minimum of 2000 hours as a Technician; have taken an intermediate networking class; and have obtained one of the following or similar: NICET II Fire, BICSI Installer 2-Optical Fiber, BICSI Installer 2-Copper, Avixa CTS-1 (Audio/Visual), Intermediate Security Industry Certification. Progression will not occur until an offer of employment as a Senior Technician has been extended by either the current or a different Employer.

Senior Technicians will be promoted to Journeyman Technician once they have spent a minimum of 2000 hours as a Senior Technician; have taken an advanced networking class; and have obtained one of the following or similar: NICET III Fire, BICSI Technician,, Advanced Security Industry Manufacturer Certification. Progression will not occur until an offer of employment as a Journeyman Technician has been extended by either the current or a different Employer.

In cases of a non-specific certification requirement (i.e. Networking, Security, etc.) the JATC Education Committee will determine whether an Employee's education and/or certifications constitutes equivalency. In case of a deadlock at the JATC, the issue will be referred to Labor Management.

- (c) Technicians may install and service any of the systems outlined in Article I, Section 1.04 - Scope of Work.
- (d) An Installer may perform the work described as "peripheral devices and/or wiring" to include pulling cable, terminating cable and splicing, as well as testing of cable, installation of devices, and to assist in the testing of the system at cut over time, but no work at the "head-end" without direct supervision by a Journeyman Technician or Technicians.

- (e) Licensing - In the event of any applicable changes in the regulations or licensing of workers covered under the scope of this Agreement, such changes shall be incorporated into the terms of this Agreement.
- (f) Call Back - Employees called back to work after completing their days assignment shall be paid at the applicable rate of pay from the time they leave home until the time they return home. Employees required to work on a sixth (6th) or seventh (7th) consecutive day or on a holiday shall be paid for not less than four (4) hours pay at the Employee's applicable rate of pay.
- (g) Standby - Employees assigned to a standby status by the Employer shall receive a standby premium in accordance with the following:
 - (1) At the premium of \$20.00 per day for the period 4:30 p.m. to 8:00 a.m. on Monday, Tuesday, Wednesday, Thursday and Friday.
 - (2) At the premium of \$40.00 per day for the period 8:00 a.m. to 7:59 a.m. on Saturday and Sunday.
 - (3) At a premium of \$70.00 per day from 8:00 a.m. to 7:59 a.m. on Holidays.

If an Employee is called out to work while assigned to a standby status, they shall be paid the applicable rate from the time they leave home until the time they return home. A minimum of two (2) hours shall be paid at the prevailing overtime rates established by this Article, Section 3.04, shall apply.

The standby premium shall be in addition to any hours worked.

- (h) Foreperson -
 - (1) When a fourth (4th) person is assigned to a job, one (1) Employee shall be designated by the Employer and shall perform the duties and responsibilities of Foreperson Technician and shall receive the wage rate as such. Foreperson shall be paid 4% over Journeyperson Technician rate and 5% starting July 1, 2022.
 - (2) When a sixth (6th) person is assigned to a job, one (1) Employee shall be designated by the Employer and shall perform the duties and responsibilities of a General Foreperson and shall receive the wage rate as such. Assignment will be in lieu of Foreperson Technician as identified in (2) above. General Foreperson shall be paid 6% over Journeyperson Technician rate and 7% starting July 1, 2022.

- (3) When a Foreperson or General Foreperson are required for any job under the provision of this agreement, the designated Foreperson or General Foreperson shall receive appropriate pay for the day, even if the number of persons assigned to the job are reduced for any part of the day.
- (i) Show-Up Pay - Employees who are not notified at least one hour prior to the scheduled start time not to report to work, and who report to work, shall be guaranteed a minimum of two hours at straight time, (and paid overtime for time worked if/when applicable).

SECTION 3.06. PAYMENT OF WAGES - Wages shall be paid weekly by 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/receipts to his Employees covered hereunder provided they are postmarked no later than Wednesday prior to the Friday pay date, as provided in this section.

SECTION 3.07. VACATIONS -

- (a) Employees covered by this Agreement shall earn paid vacation in accordance with the table below. Vacation shall accrue on a weekly basis and may be taken per 3.07(c) as it is accrued. The weekly vacation accrual amounts shall be added to each Employee's accumulated vacation time on their paycheck each week.

Year of Service	Vacation Time		Weekly Accrual Rate	Effective date of Monthly Accrual Rate
				The last day of the month of the Employee's...
First Year – Fourth Year	10 days	80 hours	1.539 hours	Date of Hire
Fifth – Sixth Year	12 days	96 hours	1.846 hours	4 th Anniversary
Seventh – Eighth Year	14 days	112 hours	2.154 hours	6 th Anniversary
Ninth – Tenth Year	16 days	128 hours	2.462 hours	8 th Anniversary
Eleventh Year	18 days	144 hours	2.770 hours	10 th Anniversary
Twelfth Year and Beyond	20 days	160 hours	3.077 hours	11 th Anniversary

- (b) Vacation must be used within 365 days after it is earned, unless vacation is not taken because of the Employer's inability to schedule the time off, in which case vacation may be carried over for sixty (60) days. Vacation not taken within these prescribed limits will be paid to the Employee.
- (c) The granting of vacation requests shall be at the discretion of the Employer depending upon business conditions, workload and number of requests which have been made. However, vacation requests which have been approved in writing may not be revoked. Vacation must be taken and paid in four-hour increments.

Employees who have a workweek of four (4) 10-hour days must take and be paid vacation in 5-hour increments.

- (d) Employees will be paid accrued vacation upon termination. In a layoff situation, Employers shall pay all unused and accrued vacation at the time of layoff.
- (e) Employees who are hired under this Agreement shall be given credit for previous continuous employment without a break in service under this Agreement, for purposes of vacation accrual. Previous continuous employment must be verifiable by legitimate employment records. "Break in service" shall be defined as not employed under this Agreement for more than two years. Verification of past experience under this Agreement is the responsibility of the Employee and the Union. This information shall be provided to the Employer within thirty (30) days of the date of hire.

SECTION 3.08. HOLIDAYS -

- (a) The following holidays, or days celebrated as such, are established as holidays:

New Year's Day
Martin Luther King Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
The day after Thanksgiving (see Note Below)
The normal work day preceding Christmas Day
Christmas Day

The day after Thanksgiving shall be established as a provisional holiday to be paid by the Employer. If the Employer finds it necessary to work on that day, both the Employer and Employee shall agree on an alternate day to be taken within 60 days.

If a recognized holiday falls on Saturday, Friday shall be celebrated as the holiday. If a recognized holiday falls on Sunday, Monday shall be celebrated as the holiday. When Christmas Eve Day falls on a Friday, then Thursday shall be recognized as the Christmas Eve holiday and Friday shall be recognized as the Christmas Day holiday.

- (b) Employees who have worked or who have been on approved vacation or who have received prior approval to be absent the normal work day before and after a holiday, shall receive eight (8) or ten (10) hours pay at the Employee's straight time hourly rate of pay for each listed holiday based on the employees scheduled work week of five (5) days/ eight (8) hours per day or four (4) days/ ten (10) hours per day.

SECTION 3.09. TRAVEL TIME AND MILEAGE -

Five (5) travel zones are established in the state of Minnesota as follows:

- (a) A circle with a thirty (30) mile radius centered on Highway 94 & Highway 280 in Minneapolis/St. Paul
- (b) A circle with a thirty (30) mile radius centered on Lake & Superior Street in Duluth
- (c) A circle with a thirty (30) mile radius centered on Broadway & Center Street in Rochester
- (d) A circle with a thirty (30) mile radius centered on Highway 10 & Highway 23 in St. Cloud
- (e) A circle with a thirty (30) mile radius centered on Highway 210 & South 6th Street in Brainerd
- (f) A circle with a thirty (30) mile radius centered on Highway 169 and Business 169 in Hibbing
- (g) A circle with a thirty (30) mile radius centered on Highway 169 and Highway 14 in Mankato

Each shop will be assigned and must administer to the travel zone in which it is located. Employees authorized by the Employer to use their personal vehicles shall be compensated for miles driven as outlined in Section 3.10(c) and (d) below at the mileage rate that is equal to that approved by the Internal Revenue Service for income tax purposes. For purposes of this section, "assignment" shall be construed as any jobsite, shop, or other location to which the Employer has directed the Employee to report. "Residence" shall be construed as the Employee's home address as on file with the Employer.

- (a) Employees shall be responsible for reporting to the Employer's shop or any assignment as directed by the Employer and being ready for work at the established starting time. Employees shall remain at the assigned work location until the established quitting time unless otherwise directed by the Employer.
- (b) When an Employee's commute requires the payment of time and mileage as outlined below in (c) and (d), the Employer may require the Employee to be at the assignment at the designated starting time. If the Employer exercises such option, the Employer will not be required to pay overtime, and total daily incurred travel time will be taken at the end of the day.

- (c) An Employee who lives inside the travel zone:
 - (1) Will receive no payment for travel time and mileage when:
 - (i) They are required by the Employer to originally report to the Employer's shop
 - (ii) They are required by the Employer to report to an assignment within the travel zone boundary.
 - (iii) They are returning to their residence from the Employer's shop or from an assignment within the travel zone boundary upon the completion of the work day.
 - (2) Will receive payment for travel time and mileage when:
 - (i) They are traveling to an assignment that is outside the travel zone, and the Employee's residence is more than thirty (30) miles from the travel boundary nearest the assignment. Only those miles driven outside the travel zone will receive reimbursement for time and mileage.
 - (ii) They are traveling to an assignment outside the travel boundary or from the assignment outside the travel boundary to the Employee's residence when the Employee's residence is less than thirty (30) miles from the travel boundary nearest the assignment. The Employee will be paid for time and mileage after they travel thirty (30) miles.
- (d) An Employee who lives outside the travel zone:
 - (1) Will receive no payment for travel time and mileage when:
 - (i) They can travel by direct route to an assignment outside the travel zone without entering the travel zone and the distance from their residence to the assignment is thirty (30) miles or less.
 - (ii) They are required by the Employer to originally report to the Employer's shop.
 - (iii) They are required by the Employer to report to an assignment within the travel zone boundary.
 - (2) Will receive payment for travel time and mileage when:

- (i) They can travel between their residence and a jobsite without entering the travel zone. A circle with a 30-mile radius will be centered on their residence, and travel time and mileage will be paid when that circle is exited.
 - (ii) During the course of the Employee's commute, the travel zone is entered and subsequently exited. Mileage and travel time will be considered from the point the zone is exited.
- (e) Employees assigned to a job outside of the "travel zone" and who are required by the Employer to remain overnight:
 - (1) Shall be credited with a minimum of eight (8) hours work for the day the Employee travels to the job. If the Employee travels on a normal work day and travel time takes less than eight (8) hours, the Employee shall report to the job site and commence work until the completion of the normal work day;
 - (2) Shall be credited with a minimum of eight (8) hours work for every normal day the Employee is required to remain overnight, excluding a sixth (6th) or seventh (7th) consecutive work day not worked;
 - (3) Shall be credited with actual travel time for the day the Employee returns from the job (portal to portal);
 - (4) Shall be compensated at full GSA rate per person for necessary room, meals and incidentals, prior to travel, no receipts required. If the employer is able to secure lodging, the employee will receive meals and incidentals. Members shall have the option to have their own room; and
 - (5) Shall be compensated \$40.00 for Saturday and Sunday if the Employee is required by the Employer to remain at the work assignment over a weekend and work is not scheduled for Saturday and Sunday.
- (f) Employees using a personal vehicle shall not be held financially responsible for material, equipment, or tools of the Employer, provided, Employees may be subject to discipline by the Employer for the willful or repeated loss or damage of such materials, equipment, or tools.
- (g) The Employer shall not require an Employee using their own personal vehicle to transport any company owned equipment or material of a size or quantity too large to carry in an area which is 36" x 24" x 18" or which is over fifty (50) pounds.

In the event an Employee's personal vehicle containing materials or *equipment* owned by the Employer is broken into and damaged as a result of the break-in, the Employer will cover the cost of repairs to the personal vehicle up to a maximum of \$500 per occurrence.

- (h) The Employer shall provide or arrange free parking within four (4) blocks of the job site, or in the alternative, pay the cost of parking (with receipt or personal verification where receipt not available) up to a maximum of \$18.00 per day.
- (i) Employees using their personal vehicle during the course of company business will insure the vehicle with liability insurance in an amount equal to or greater than the statutory requirements. The Employee shall also provide the Employer with a certificate of insurance furnished by the Employee's insurance company.

SECTION 3.10. HEALTH/WELFARE INSURANCE - The Employees shall have the option by majority vote at each company to select the health insurance plan offered by the Employer's local Union or the Employer's plan if one is available. All Employees covered by this Agreement shall participate in a health insurance plan provided by their Employer, whether that plan is the Union Health Benefit Plan or an Employer Provided Plan. The option may be exercised in conformance with the entrance/exit rules of the present plan and desired plan.

- (a) Employee's Local Union Health Benefit Plan. Employers whose Employees select Union benefits by majority vote will pay 80% of the cost and the Employee will pay 20% of the cost of each Employee's local Union health care plan, to maintain current benefits, as outlined in the I.B.E.W. Local Summary of Benefits. The amounts payable from each Employer with respect to any month shall be due on or before the date specified by the Local Benefits Office. The Employee payment shall be handled by payroll deduction.

Contributions shall be made by the Employers only in the months in which Employees are eligible for coverage.

- (b) Employer Provided Plan. Employers whose Employees have selected the health insurance plan offered by the Employer by majority vote shall pay 80% of the cost of the Employer provided health care plan for each Employee. Employees electing coverage will pay 20% of the cost of the Employer provided plan by payroll deduction.

Benefits provided under an Employer plan shall meet or exceed each component of the current agreed upon minimum standards. Annually, the Employer shall provide to the Union and Minneapolis Chapter, NECA a copy of the Employer plan, including a schedule of benefits. In the event there is a change in benefits made under the Employer plan, the Union shall be notified in a timely manner and provided with a copy of the revised benefit schedule. The Employer shall also

provide the Union with proof of payment of insurance premiums in the form of a certificate of insurance, with thirty (30) day notice of cancellation, as well as a list of the Employees covered under the Employer provided plan.

(c) Eligibility.

Health coverage is to begin on the first day of the month following the first day of employment and deductions are to be taken out accordingly to accomplish this requirement. In the event of a mid-month separation, coverage shall continue for the remainder of the month for which a premium has been received. Individual locals' signatory to this Agreement shall establish appropriate premiums to cover health care costs applicable to their health care plan.

(d) In the event federal or state legislation is passed which would affect benefits, premiums or the obligations of the parties under this Article, either party may reopen this Article for negotiation.

(e) Labor Management will annually review the Minimum Standards and update them based upon what is available for purchase in the market for small contractors. This should be done when the new plans are announced in the market place for the following year, but not later than October 31. The parties have the option of the use of FMCS to accomplish this. If an agreement is not reached by October 31, an arbitrator can be chosen from a panel of seven (7) to assist in coming to an agreement. The arbitrator's decision shall be final and binding, each party shall bear the costs of the arbitrator equally. The arbitrator shall be limited to determining the "Minimum Standard."

(f) Employers are responsible for complying with all local, state, and federal laws related to providing affordable healthcare to employees. In some circumstances, employers may be required to contribute more than the amount set forth in this Agreement to ensure compliance with the law.

SECTION 3.11. ANNUITY - The Employer shall contribute on a monthly basis ten and one-quarter percent (10.25%) of each Employee's gross wages to the Employee's Local Union defined contribution annuity plan. The contribution rate will increase to twelve percent (12%) on July 1, 2022 and to fourteen percent (14%) on July 1, 2023. Existing employees on a company plan shall have the option to stay on that plan or move to their local union annuity plan. All employees hired after 7/1/2021 shall only have the option to participate in their local union annuity plan.

SECTION 3.12. 401K PLAN - Each Employee shall be able to select a dollar amount, as determined by the boards of trustees and applicable laws, to be deducted from their base wage and paid to the I.B.E.W. Local sponsored 401(k) Plan/s. The Local will administer enrollment and participation, and the Plan will indemnify and hold harmless the Employers with respect to any

claims arising out of or relating to the Plan or its administration. Contributions will be forwarded to the Plan Administrator, as designated by the Local and indicated on monthly payroll reports. Changes can be made monthly with respect to amounts to be withheld for contributions.

SECTION 3.13. 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 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 National Board or its assignee. The payment and the 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 provision of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

SECTION 3.14. RECEIVING AGENCY -

- (a) Appointment of Receiving Agent - The I.B.E.W. Local Unions signatory to this Agreement, their individual health care plans and defined contribution plans 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 III, Section 3.13 of this Labor Agreement to be paid to and filed with each of the aforesaid Principals. The payment in full 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 names 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.
 - (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 the event it becomes necessary to commence any such legal, equitable or administrative action against any Employer, such Employer shall be obligated to pay to the respective fringe benefit fund, or funds, attorney's reasonable fees, as well as any court reporter fees, and the actual costs of effecting service of papers.
- (d) Payroll reports shall be filed by all signatory contractors and be made out complete. Payroll reports which are incomplete will be returned to the Employer. Employers who fail to file monthly or who file incomplete reports will be subject to the rules and penalties of the plan to which they are reporting.

SECTION 3.15. WAGE-FRINGE BOND – Any Employer who is delinquent for two (2) work months in any 12-month period must furnish a Wage Fringe Bond, or the equivalent in an amount to be determined by the Labor Management Committee for a period of a minimum of 12 consecutive months following the last month of a delinquency attributable to that Employer.

SECTION 3.16. LEAVES OF ABSENCE -

- (a) Military Service - In the event an Employee enters the armed services of the United States, or the United States Maritime Service, upon their honorable discharge from such service they shall be re-employed within ninety (90) days after such honorable discharge and provided they have not been so disabled or injured after leaving the Employer's employ as to be incapable of performing work covered by this Agreement. Any question which may arise as to the capability of any such Employee shall be determined in accordance with the provisions of this Agreement.
- (b) Leave of Absence - Leave of absence for good cause may be granted on approval of the Employer and the Union. The Employer, the Employee and the Union are to be furnished signed copies of said approved leave.

During a leave of absence, the Employee shall not accrue vacation or increases in wages.

- (c) Funeral Leave - Employees shall be entitled to paid funeral leave up to a maximum of three days when there has been a death in the Employee's immediate family. Immediate family is defined to include spouse, spouse's parents, parents, grandparents, children, grandchildren brother, sister, and step-relations of a current marriage. The three days of funeral leave must be contiguous, one of which must be the day of the funeral.
- (d) Jury Duty - Employees required to serve on jury duty shall be paid their regular straight time pay for a maximum of twenty (20) working days during the term of this Agreement. When excused by the jury bailiff, the Employee will be expected to return to work. The Employer may reduce the straight time pay by the jury duty service fee paid to the Employee. Expense reimbursement shall not be deducted.

SECTION 3.17. TRAINING -

- (a) Employer Sponsored Voluntary. The Employer shall have the right to sponsor voluntary training sessions after the completion of the normal work day which Employees shall have the right to voluntarily attend on their own time.

- (b) Employer Sponsored Mandatory. The Employer shall have the right to schedule mandatory training sessions, not to exceed eighty (80) hours per calendar year, after the completion of the normal work day or normal work week. When such training is scheduled, Employees shall be compensated at one and one-half times their normal straight time hourly rate for all hours in excess of forty (40) hours per week.
- (c) Manufacturer Training. Employees scheduled to participate in training programs sponsored by a manufacturer or distributor shall receive credit for a normal day's work for each day of training. When such training programs are outside the "travel zone", Employees will be provided necessary travel, meal and lodging expenses. Payment of expenses and compensation under this Section will be handled in accord with Section 3.09(e) (4) and (5) of this Agreement.
- (d) Academic Institutions and/or Factory Training.
- (1) The Employer shall have the right to schedule mandatory training sessions on the Employee's own time, not to exceed eighty (80) hours per calendar year, after the completion of the normal work day or normal work week. When such training is scheduled, Employees shall be compensated at one and one-half times their normal straight time hourly rate for all hours in excess of forty (40) hours per week. These mandatory sessions shall not be taught by company Employees.
- (2) The Employer may require Employees, by classification, to take courses available at Area Vocational Schools. These courses shall be available to all Employees in their classification. Upon completion of a 70% attendance and 70% grade or certificate of completion, the Employee shall be reimbursed for the total cost of the tuition by the Employer.
- (e) The Joint NECA/I.B.E.W. Apprenticeship Training and Education Committee will continue to function and to develop, administer and monitor apprenticeship, training and education policies and procedures for Employees employed under this Agreement by Limited Energy Contractors. The Committee will consist of twelve (12) members, six (6) representing the NECA Chapters and six (6) representing the I.B.E.W. Locals. Each group will appoint its own members.

During the term of this Agreement, the Committee will:

- (1) Retain and continue to develop and administer the existing three (3) year Installer training program.
- (2) Review and make recommendations regarding the progression through proficiency, JATC course content, continuing education, and training program policies.

- (3) Continue to require that wage progression be tied to the training program and satisfactory progress through each period of training, which will include on-the-job training as well as classroom training.
 - (4) Develop a procedure for evaluating both new and existing Employees in the industry for purposes of placement at the appropriate level of training.
- (f) J.A.T.C. - Apprentice and Employee Training Fund - Each individual Employer shall pay to the appropriate Apprenticeship Trust Fund \$0.48 per hour on all actual hours paid. These contributions shall be forwarded to the designated Receiving Agency as specified, not later than fifteen (15) calendar days following the end of each calendar month. [Note: The \$0.48 contribution is to be paid one-half (\$0.24) by the Employer and one-half \$0.24) by the Employee through payroll deduction.] The Employer will contribute an additional \$0.10 per hour to the JATC Building Fund.

SECTION 3.18. LAYOFF NOTICE – DISCHARGE – VOLUNTARY QUIT – TERMINATION PAYMENTS

Any Employee being laid off shall be paid his wages within 24 hours and upon return of all company property will receive a separation notice of termination. When an Employee is not paid as provided above, waiting time at that Employee's regular rate of pay shall be charged until payment is made, to a maximum of fifteen (15) days.

Employers shall not be allowed to lay off an Employee by mail unless the Union Representative is unable to contact the Employee in person or by telephone.

Employees who voluntarily quit their Employer must notify their Employer that they have quit. Should an Employee quit his employment or be terminated for cause, the Employer may withhold wages due the Employee until the next regular payday, and no waiting time shall apply.

ARTICLE IV
REFERRAL PROCEDURES

- a. 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.

- b. The Local Unions shall be the sole source of referral of applicants for employment and member referral shall be the responsibility of the members' home local. All Employees who are not members shall be required to become and remain members of the Union as a condition of employment during the term of this Agreement by the payment of their initiation fees and monthly dues. No individual is to work for a signatory Employer without first becoming a union member.
- c. The Local Union shall maintain an out of work list by skill set(s).
- d. The Local Union shall refer applicants by classification for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such referral shall not be affected in anyway by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such referrals shall be in accord with the procedures set forth in this section.
- e. The Employer shall have the right to reject any applicant for employment.
- f. The Employer shall notify the Business Manager of the Local Union of the number of applicants and skill set(s) needed.
- g.
 1. Employers requiring applicants will notify at least one signatory IBEW local of their need. Within 24 hours, (excluding weekends and holidays) the local union hall will supply the Employer with a list of potential applicants who meet or substantially meet qualifications and possess skill sets pursuant to paragraph (i) as identified by the Employer. Alternately, the Employer may request and shall receive within 24 hours the local's complete list of all out-of-work limited energy bargaining unit members. The Employer, after performing any screening, testing, or interview process, will notify the local of any hiring decisions made, and the local will meet with the applicant(s) and generate a referral to the Employer. The applicant will report for employment as directed by the Employer. Applicants who report for employment and are not hired will receive two hours show-up pay.
 2. The Employer will consider the list of applicants furnished by the Local Union before making a hiring decision. If the Employer decides to hire an applicant who is not on the Local Unions' out of work list, such applicant shall be required to meet the requirements listed in Section 3.05(b).
- h. A representative of the applicable NECA Chapter designated to the Union in writing shall be permitted to inspect the Referral Procedure records at any time during normal business hours.
- i. Seniority will not apply to any aspect of the referral, hiring, or separation process.

ARTICLE V
GENERAL PROVISIONS

SECTION 5.01. STATUTORY REQUIREMENTS - For all Employees covered by this Agreement, the Employer shall carry Worker's Compensation Insurance with a company authorized to do business in the State of Minnesota, make contributions to the Minnesota State Unemployment Compensation Commission and carry such other protective insurance as may be required by the laws of the State of Minnesota. No Employee shall be required to violate any state or local building ordinance.

SECTION 5.02. TOOLS AND SAFETY GEAR -

(a) Employees shall furnish the following hand tools or their equivalent and keep same in working order:

- (1) Screwdriver, slotted blade, 1/8" x 4"
- (1) Screwdriver, slotted blade, 3/16" x 4"
- (1) Screwdriver, slotted blade, 1/4" x 6"
- (1) Screwdriver, Phillips blade, #1
- (1) Screwdriver, Phillips blade, #2
- (1) Cutter, wire, diagonal, 5-1/2" or 6"
- (1) Plier, lineman, 8"
- (1) Plier, longnose, 6"
- (1) Plier, standard slip-joint (gas plier), 6"
- (1) Plier, arc-joint (channel-lock), 8"
- (1) Wrench, adjustable (Crescent), 8"
- (1) Crimper/bolt cutter
- (1) Hammer, claw
- (1) Wrench set, Allen, 1/16" thru 3/8"
- (1) Nut driver set, 3/16" thru 5/8"
- (1) Hacksaw, 12"
- (1) Keyhole Saw and Blade
- (1) Soldering device
- (1) Metal file
- (1) Tape Measure, 16'
- (1) Electricians Knife (Klein #1550-2)
- (1) Tool pouch and belt
- (1) Tool box or tool bag
- (1) Flashlight, 2C cell or 2D cell (Employer to provide replacement batteries)
- (1) Single application punch down tool
- (1) Scissors
- (1) Torpedo Level
- (1) Single Multi-tap tool
- (1) Digital Volt Ohm Meter, Fluke or equivalent – Technicians Only

- (1) Telephone Test Set - Harris - Dracon, Model #21800 - x89, part 3T.S. 21 - X89, or equivalent – Technicians Only

Tools are to be Klein or equivalent quality. The Employer shall replace with similar tools of equal value and quality, any of the above listed tools which are turned in to the Employer by the Employee which are no longer serviceable because of wear or breakage. The Employer shall furnish all other necessary tools and equipment and shall provide safety gear as required by statute.

- (b) The Employer, the Union, and the Employees shall comply with safety rules and regulations established by the Department of Labor and Industry. Employees failing to comply with such rules and regulations or safety work rules issued by the Employer shall be subject to discipline.

SECTION 5.03. SUBSTANCE ABUSE - The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

SECTION 5.04. CODE OF EXCELLENCE – The parties to this Agreement recognize that to meet the needs of our customers, both Employer and Employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore, each IBEW Local Union and NECA Chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

SECTION 5.05. SAVINGS CLAUSE - Should any provision of this Agreement be declared illegal by any 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 law.

SECTION 5.06. LABOR MANAGEMENT COMMITTEE - The parties agree to participate in a Labor-Management Committee, not to exceed a total of twelve (12) people, with equal representation from NECA and the I.B.E.W. The committee will meet monthly.

- (a) The Committee can make non-binding recommendations in connection with its stated purposes, as set forth below:
 - (1) Improve communications between representatives of Labor and Management;
 - (2) Provide workers and Employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
 - (3) Assist workers and Employers in solving issues and problems of mutual concern in the industry, including questions of labor contract interpretation;
 - (4) Study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the limited energy industry;
 - (5) Enhance the involvement of workers in making decisions that affect their working lives.
- (b) The Committee shall also hear and decide grievances under Step 3 of Article II of this Agreement and issue binding decisions when a majority of the Committee members agree.

SECTION 5.07. ADMINISTRATIVE MAINTENANCE FUND - Should the Board of Directors of the Minneapolis Chapter, NECA 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:

- (a) All Employers signatory to this Agreement shall contribute an amount as determined by the Chapter's Board of Directors to this fund.
- (b) 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.
- (c) Administrative Maintenance Fund contributions shall be submitted with all other fringe benefits as provided in the Labor Agreement.
- (d) The enforcement for delinquent payments to the fund shall be the sole responsibility of the fund and the Minneapolis Chapter of NECA; the local Unions shall not be

responsible for the collection of funds, nor shall the Receiving Agency, nor the trustees of any other industry funds.

The funds will be solely administered by the Minneapolis Chapter of NECA and will not be used in any manner detrimental to the Local Unions or the IBEW.

ARTICLE VI
STANDARD LIMITED ENERGY SYSTEMS INSTALLER
APPRENTICESHIP & TRAINING LANGUAGE

SECTION 6.01. There shall be a Joint Apprenticeship and Training Committee (JATC) consisting of a total of ten (10) members who shall also serve as Trustees to the apprenticeship and training trust. An equal number of members (5) shall be appointed, in writing, by the respective chapters of the National Electrical Contractors Association (NECA) and the respective unions of the International Brotherhood of Electrical Workers (IBEW.)

The Standards of Apprenticeship shall be in conformance with national guideline standards and Limited Energy Systems policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All standards of apprenticeship will be registered with the NJATC and thereafter submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, Journeyman Installers, Technicians, Senior Technicians, Journeyman Technicians and others.

SECTION 6.02. All JATC member appointments, reappointments, and acceptance of appointments shall be in writing. Each member shall be appointed for a three (3) year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with at least 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 6.03. 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 II of this Agreement; except for trust fund matters, which shall be resolved as stipulated in the Trust Agreement.

SECTION 6.04. There shall be only one (1) JATC and one (1) apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specific 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 6.05. The JATC may select and employ a part-time or full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All Employees of the JATC shall serve at the pleasure and discretion of the JATC.

SECTION 6.06. 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 respective 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 notified.

SECTION 6.07. All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures. An apprentice may have his or her indenture terminated or cancelled 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 union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two (2) years after they would have completed their apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

SECTION 6.08. The JATC shall select and indenture a sufficient number of apprentices to meet manpower needs. The JATC is authorized to indenture the number of apprentices to meet the jobsite ratio as per Section 6.11.

SECTION 6.09. 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 6.10. 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 6.11. Each job site shall be allowed a ratio of two (2) apprentices for every one (1) Journeyman Installer or higher classification.

The first person assigned to any jobsite shall be a Journeyman Installer or higher classification.

A jobsite 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 jobsite.

All other physical locations where workers report for work are each considered to be a single, separate jobsite.

SECTION 6.12. An apprentice is to be under the supervision of a Journeyman Installer or higher classification at all times. This does not imply that the apprentice must always be in sight of a Journeyman Installer or higher classification. Journeyman Installer or higher classifications 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 Installer or higher classification based on their evaluation of the apprentices' 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. Journeyman Installer or higher classifications are permitted to leave the immediate work area without being accompanied by the apprentice.

An apprentice shall not be the first person assigned to a jobsite and apprentices shall not supervise the work of others.

SECTION 6.13. Upon satisfactory completion of Apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the JATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire a Power Limited Technician License required for Journeyman Installers and higher classifications to work in the jurisdiction covered by this Agreement.

SECTION 6.14. The parties to this Agreement shall be bound by the Joint Apprenticeship 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.

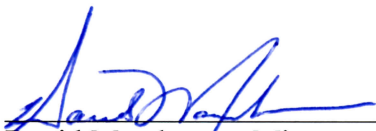
The Trustees authorized under the Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials, or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

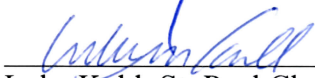
SECTION 6.15. All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the apprenticeship and training Trust Agreement. The current rate of contribution is \$0.48 per hour, or each hour worked or \$0.48 for each hour paid. This sum shall be due to the Trust Fund by the same date as their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.


The Employer will contribute an additional \$0.10 per hour to the JATC Building Fund.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 26th day of August, 2021.

SIGNED FOR THE NECA LIMITED ENERGY CONTRACTORS:


David Manderson, Minneapolis Chapter

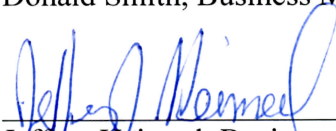

Luke Kuhl, St. Paul Chapter

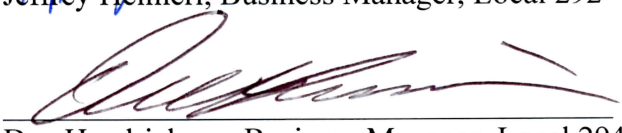

David Orman, Twin Ports - Arrowhead Chapter

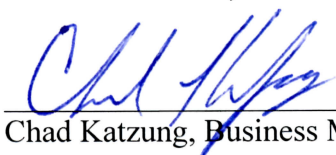
SIGNED FOR INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS:


Jamie McNamara, Business Manager, Local 110


Donald Smith, Business Manager, Local 242


Jeffrey Heimerl, Business Manager, Local 292


Dan Hendrickson, Business Manager, Local 294


Chad Katzung, Business Manager, Local 343

