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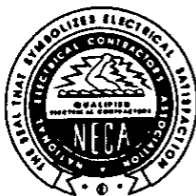
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INSIDE CONSTRUCTION  
and MAINTENANCE  
**AGREEMENT**  
**2000-2003**

5/1/2000<sup>AND</sup> 4/30/2003  
12-COUNTY ADDENDUM TO  
AGREEMENT

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**

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**MINNEAPOLIS CHAPTER**

**NATIONAL ELECTRICAL  
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2000-2003

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## **AGREEMENT**

Agreement by and between the Metro Division of the Minneapolis Chapter, National Electrical Contractors Association 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 this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the Minneapolis Chapter, National Electrical Contractors Association and the term "Union" shall mean Local Union No. 292 International Brotherhood of Electrical Workers.

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, 2000, and shall remain in effect until April 30, 2003, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter from May 1 through April 30 of each year, unless changed or terminated in the way later provided herein.

## **SECTION 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, 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 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** - 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 1.05. 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.

**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.



## 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 policies. All apprenticeship standards shall be registered with NJATC and thereafter submitted to the appropriate registration agency. The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate 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 three (3) year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

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

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

**SECTION 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 union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at sometime in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

**SECTION 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 a total number of apprentices not to exceed a ratio of one apprentice to three Journeyman Wiremen normally employed in the jurisdiction, unless they are authorized and instructed to increase the number by the parties to the local IBEW/NECA collective bargaining agreement. The JATC shall indenture a larger number of apprentices provided the individuals are entering the program as the result of direct entry through organizing; as provided for in the registered apprenticeship standards.

**SECTION 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 reasonable efforts to

honor the request. If the JATC is unable to fill the request within ten (10) working days, and the JATC has less than a one (1) to three (3) ratio indentured, they shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

### **SECTION 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 section of this agreement.

**SECTION 2.12. JOB SITE RATIO** - Each job site shall be allowed a ratio of (2) apprentices for every three (3) Journeyman Wireman 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 current rate of contribution is three percent (3%) of the gross monthly payroll. 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 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 5.19, 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) A Wage and Benefit Indemnity Fund shall be established to provide for payment of up to fifty thousand dollars (\$50,000) per Employer in each jurisdiction (\$50,000 in Local 110 and \$50,000 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 seven hundred fifty dollars (\$750.00) 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 one hundred fifty thousand dollars (\$150,000), each signatory Employer will contribute five hundred dollars (\$500.00) and new signatories will contribute seven hundred fifty (\$750.00) to the fund upon receipt of an invoice in that amount from the trustee of the fund.

**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 foremen, 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 - 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 Worker's 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. MOONLIGHTING PROHIBITED** - No member of Local Union No. 292, while he remains a member of such local and subject to employment by the Employers operating under this Agreement, shall solicit or perform any work covered by this Agreement except for the Employer he/she is referred to.

**SECTION 3.07. 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 3.08. 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 3.09. 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 3.10. 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 3.11. 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 3.12. 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 chassing, 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.

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 3.13. 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 3.14. PICKET LINES -**

- (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 any 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 only when a safe place is provided for by the Employer.

### **SECTION 3.15. 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 3.16. EQUALIZATION OF OVERTIME DISTRIBUTION** - The Employer shall see that all overtime is equally and impartially allotted to all Employees represented by the Union on the job or in the shop. In no case shall Employees not working on the job during regular hours be placed on overtime while any of the regular crew is not working, except to equalize overtime in the shop. 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 regular crew turn down overtime, these provisions do not apply.

**SECTION 3.17. 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 3.18. 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 shall be notified of all manpower changes of Employees (covered under this Agreement) in the shop weekly.
- (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 3.19. WORK PRESERVATION** - 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 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.

**SECTION 3.20. 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 3.21. GRIEVANCE 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.

**SECTION 3.22. 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 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 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 examination given by a duly constituted Inside Construction Local 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 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 examinations 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) years 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 WOK LIST** - An applicant who has registered on the "Out of Work List" must renew his application monthly or his name will be removed from the "List".

**SECTION 4.13. LESS THAN FORTY (40) HOURS** - 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 4.14. 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 Lists" 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 bonafide 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.
- (b) **Age Ratio** - The age ratio clause in the Agreement calls for the employment of an additional Employee or Employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such over age reference can be made.

**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 hour by mutual consent of the Chapter Manager and the Business Manager.

### **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 following 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, and the day before New Years. 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 within ninety (90) days following the day worked.

- (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>3 YEAR AGREEMENT</b>	<b><u>5-1-00</u></b>	<b><u>5-1-01</u></b>	<b><u>5-1-02*</u></b>
<b>TOTAL PACKAGE INCREASE</b>	<b>\$ 2.50</b>	<b>\$ 2.25</b>	<b>\$ 2.25</b>

\*To be allocated at a later time.

\*Plus matching contributions for fit up of new JATC facility by the Union and Chapter of up to \$50,000 each.

<b>(a) CLASSIFICATION</b>	<b>5-1-00</b>	<b>5-1-01</b>	<b>5-1-02</b>
2nd General Foreman on job	\$31.50	\$32.80	
General Foreman	\$30.50	\$31.80	
Foreman	\$29.50	\$30.80	
Cable Splicer/Welder	\$28.50	\$29.80	
Journeyman Wireman	\$27.50	\$28.80	

Apprentice (indentured before 5-3-97)

	<b>5/1/00</b>	<b>5/1/01</b>	<b>5/1/02</b>
6th Period (80%)	\$22.00	n.a.	

Apprentice (indentured after 5-3-97)

1st Period (40 %)	\$11.00*	<b>NOTE: Refer to wage attachment beginning on page 86 for 2001 wages and fringes.</b>
2nd Period (45 %)	\$12.38*	
3rd Period (50 %)	\$13.75	
4th Period (55 %)	\$15.13	
5th Period (60 %)	\$16.50	
6th Period (65 %)	\$17.88	
7th Period (70 %)	\$19.25	
8th Period (76 %)	\$20.90	
9th Period (83%)		
10th Period (91 %)		

\*No contributions made for Annuity and Vacation/Holiday

<b>(b) FRINGES</b>	<b><u>5-1-00</u></b>	<b><u>5-1-01</u></b>	<b><u>5-1-02</u></b>
Vacation/Holiday	13.09%	13.19%	
Health & Welfare*	12.04%	13.46%	
Local Pension	4.00%	4.00%	
NEBF	3.00%	3.00%	
Annuity/S. U.B.	11.00 %	10.87 %	
LMCC**	.22%	.22%	
JATC***	1.16%	1.11%	



\*Apprentice Health & Welfare contribution will be equal to Journeyman contribution and will follow overtime and premium pay.

\*\*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 .22%).

\*\*\*JATC \$.03 for apprentice school stipend.

- (c) 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.
- (d) 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.
- (e) 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.
- (f) Every Employer shall make his records open for audit as required by ERISA.
- (g) 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 Splicing/welding rate of pay.

**SECTION 5.06. PAYMENT OF WAGES -**

Wages shall be paid weekly in cash or check on Friday on the Employers 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 (1&1/2) 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. AGE RATIO** - As a means of caring for the older employees and to promote general economic progress, in all shops employing four (4) or more Employees, every fifth (5th) Journeyman Wireman, if available, shall be fifty (50) years of age or older. Referrals and layoffs for reduction-in-force shall conform to this age ratio, in accordance with Section 4. 15(b)

**SECTION 5.09. 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 5.10. SHOW-UP-TIME** - If an applicant who has been referred by the Hiring Hall calls the Employer within one (1) hour of the referral and is rejected, he will receive four (4) hours pay, which shall be mailed not later than the next business day after the rejection. If the applicant does not call but reports directly to the shop, he shall receive a minimum of two (2) hours show-up time. 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 5.11. 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 5.12. 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 two (2) hours advance notice and be allowed to leave the job no later than one and one-half (1&1/2) hours of the two (2) hours notice and he shall receive pay for the entire two (2) hour time period. (Example: Employee informed at 2:30 p.m. of lay-off must immediately be paid in full to 4:30 p.m. and allowed to gather his tools and clean up in order to leave the job at 3:00 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.

- (b) Any Employee reporting for work and being laid off without being notified the day previous, 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. Such terminated 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 5.13. 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 5.14. 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 Worker's Compensation coverage takes over shall be covered by Health and Welfare not to exceed daily compensation based on Worker's 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 5.15. VACATIONS** - Each Employee shall take and each Employer shall grant a minimum of twenty (20) days vacation each year between November 1 and October 31. 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. When the number of people registered on the group 1 out-of-work list exceeds two hundred and fifty (250), all vacation time must be taken in segments of not less than five (5) consecutive days and employees shall take a minimum of ten (10) days vacation between November 1 and April 30. Once this language is implemented, it will remain in effect until there are one hundred and fifty (150) registered on the Group 1 out-of-work list, at which time vacations can be taken in the order described above.
2. Holidays shall not count towards vacation time taken.
3. During vacation, Employees shall not work for any Employer or work on any other job.
4. No Employer shall be obligated to grant vacation to more than twenty percent (20%) of his Employees at any one time.

**SECTION 5.16. 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, vacation-holiday fund and pension status.

**SECTION 5.17. 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 (7 $\frac{1}{2}$ ) 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 (1 $\frac{1}{2}$ ) 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 5.18. 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 need 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 Employer's 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 potential unemployment exists. If potential unemployment exists, the Labor- Management Committee shall initiate steps designed to maximize employment opportunities and minimize layoffs.
- (e) Excessive unemployment shall exist when the number on the Group I out-of-work list exceeds two hundred and fifty (250), and the top one hundred and fifty (150) on the list have been registered for sixteen (16) weeks. When these conditions exist, excessive unemployment shall be declared, and all Employers signatory to this Agreement will be notified that the following conditions are in effect:
  - (1) Each Employer shall schedule and each Employee shall take five (5) additional

consecutive days off in a ten (10) week period beginning with the date that excessive unemployment is declared, so that ten percent (10%) of the workforce in each shop shall be off during each week.

- (2) No scheduled overtime shall be worked except to serve the immediate needs of the customer when the group I out-of-work list has one hundred and fifty (150) or more registered on it.
- (3) The Shop Steward shall be advised of all overtime in the shop.
- (4) Prior to the implementation of excessive unemployment, the Labor-Management Committee will develop guidelines to be followed by Employer and Employees in order to comply with this Section while meeting certain job requirements.
- (5) During excessive unemployment, the Labor-Management Committee will meet and evaluate all available information in order to determine whether to continue or terminate excessive unemployment at the end of the ten (10) week period.
- (6) Once implemented, excessive unemployment shall last a minimum of ten (10) weeks. It shall terminate at the end of the ten (10) week period when either the number of people registered on the Group 1 out-of-work list is less than two hundred and fifty (250), or the manpower survey taken during the excessive unemployment period indicates that future unemployment numbers will not be sufficient to implement another period of excessive unemployment.
- (7) Individual shops may maintain their crews and the forty (40) hour work week during periods of excessive unemployment.



ment, 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 5.19. 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 time of year involved, i.e., November 1 to April 30 - two (2) weeks vacation; May 1 - October 31 - two (2) weeks vacation.
  - (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 Business Manager and Chapter Manager.

- (3) Shop Steward advised within twenty-four (24) hours of short work week and overtime 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 5.20. 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 5.21. 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 5.22. 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 5.23. 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 5.24. 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 5.25. 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 -  
VACATION-HOLIDAY - 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 gross labor 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. VACATION-HOLIDAY** - 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 Union (hereafter called the "depository bank") which shall be the depository for vacation and holiday 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) Percentages based on the gross labor payroll of each Employee working under this Agreement 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 vacation and holiday monies shall be deducted from the Employee's weekly pay.
- (d) The money on deposit in the account of an Employee shall constitute the sole source for 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 Article 5.15.
- (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** - Four percent (4%) 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 6.13). 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) Annuity contributions 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 6.13). 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 6.13).

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 require-

ment 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.

The Minneapolis Electrical Industry Board shall pay wages to and benefit plan contributions on behalf of the Employees of an Employer in default of such obligations up to an amount of fifty thousand dollars



(\$50,000.00) per Employer. Pursuant to the provisions of Section 3.02, a wage and benefit indemnity fund will be established to provide for these payments. At such time as the wage and benefit indemnity fund contains one-hundred and fifty thousand dollars (\$150,000.00), Employer contributions shall be suspended and shall remain suspended unless and until the wage and benefit indemnity fund balance reaches a level below one-hundred and fifty thousand dollars (\$150,000.00), at which time Employer contributions shall resume pursuant to Section 3.02. Payments from the wage and benefit indemnity fund shall not prejudice any right pursuant to this Agreement to collect any delinquencies from any Employer.

**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 6.13). 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 the IBEW, LU 292 – Minneapolis Chapter, NECA Labor-Management Cooperation Committee, or its successor, which is established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 USC S1759(a) and S302(c) 9 of the Taft-Hartley Act, 29 USC S186(c) 9. The permissible purposes of this committee 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 construction industry;
  - (5) To enhance the involvement of workers in making decisions that affect their working lives;
  - (6) To encourage free collective bargaining by establishing the continuing mechanisms for communication between Employers and their Employees through federal assistance to the formation and apprising of labor-management committees; and
  - (7) To do any and all other acts and things and exercise any and all other rights and powers which may be necessary, incidental or expedient in the accomplishment of any of the above purposes.
- (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) Twenty-two one hundredth percent (.22%) 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

6.13.) 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 employer 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 participate 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 Local 292, IBEW 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 Local 292, IBEW 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 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 Vacation and Holiday 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, Local 292, IBEW 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 reasonable fees, as well as any court reporter fees, and the actual costs of effecting 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 should 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 contributions 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 tagout procedures. When lockout tagout procedures are used on a job site, all Employees on that job site will be trained in the operation of the lockout tagout 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) journeyman 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 forty-five cents (\$.45) 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, (jurisdiction 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 Union, 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. Mileage shall be paid in excess of sixty (60) miles from employee's home within the jurisdiction or the nearest jurisdictional line. For travel outside the entire boundary of the Local 292 jurisdiction, the language in Section 8.04(b) shall apply.

**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 - 3 inch electrician's screwdriver
- 1 - 6 inch electrician's screwdriver
- 1 - 10 inch electrician's 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 - electrician's knife
- 1 - hammer
- 1 - half-moon file
- 1 - scratch awl
- 1 - cold chisel
- 1 - wood chisel
- 1 - tap wrench
- 1 - plumb bob
- 1 - chalk line and reel
- 1 - center punch
- 1 - combination square
- 1 - tool box
- 1 - tool pouch and belt
- 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

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 Journeyman may qualify for this provision.

**SECTION 9.02. WORKMANSHIP - SAFE INSTALLATIONS** - 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 up to four non-resident journeymen.
- (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 \$1.00 per hour.
- (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 equal to one percent (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 payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 man-hours.
- (2) One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

(Productive electrical payroll is defined as the total wages (including overtime) paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted).

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

## **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 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 Union 292, IBEW, as approved by the International President.

## **ARTICLE XII**

### **SUBSTANCE ABUSE**

**SECTION 12.01.** The dangers 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 rehabilitation component. The parties recognize the Employer's right to adopt laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. However, the Union reserves the right to negotiate regarding the terms of the Employer's policy before the policy is implemented by the Employer. When drug and alcohol testing is performed, all testing shall be conducted in




accordance with the procedures outlined in the aforementioned policy.

## ARTICLE XIII

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

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Business Manager

SIGNED FOR THE EMPLOYERS:

MINNEAPOLIS CHAPTER, NATIONAL  
ELECTRICAL CONTRACTORS  
ASSOCIATION, INC.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chapter Manager



# 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 journeymen 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 journeymen 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 MAIN-  
TENANCE AGREEMENT  
BETWEEN THE MINNEAPOLIS  
CHAPTER, N.E.C.A. AND LOCAL 292,  
I.B.E.W.**

**MAY 1, 2000 - APRIL 30, 2003**

**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, LacQui Parle, Mcleod, 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 May 1, 2000, and shall remain in effect until April 30, 2003, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from May 1st through April 30th 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 repre-

mented by the Chapter, desiring to change or terminate this agreement must provide written notification at least 90 days prior to the expiration date of the agreement or any anniversary date occurring thereafter.

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

to, 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 representing the union and three representing the employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 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 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 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**

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.

## **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 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 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, vacation holiday 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 potential 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 twelve dollars (\$12.00) 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 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 foreman. Only Group 1 or 2 employees shall be Foreman.

### WAGES AND FRINGES - EFFECTIVE MAY 1, 2000

(a) CLASSIFICATION      5-1-00      11-1-00      5-1-01      11-1-01      5-1-02

#### 12-County Scale

2nd General Foreman	\$27.80	\$28.00	\$29.48	\$29.67
General Foreman	\$26.80	\$27.00	\$28.48	\$28.67
Foreman	\$25.80	\$26.00	\$27.48	\$27.67
Cable Splicer/Welder	\$24.80	\$25.00	\$26.48	\$26.67
Journeyman Wireman	\$23.80	\$24.00	\$25.48	\$25.67

#### 7-County Low Scale

2nd General Foreman		\$25.50	\$27.37	\$27.93
General Foreman	\$23.92	\$24.50	\$26.37	\$26.93
Foreman	\$22.92	\$23.50	\$25.37	\$25.93
Cable Splicer/Welder	\$21.92	\$22.50	\$24.37	\$24.93
Journeyman Wireman	\$20.92	\$21.50	\$23.37	\$23.93

## Apprentices - 12 County Area - May 1, 2000

Period	Rate	Vac/Hol	H&W	Loc. Pen.	NEBF	Ann/Sub	LMCC	JATC
1 <sup>ST</sup> -42%	10.00	NO	33.1%	4%	3%	NO	0.29%	1.34%
2 <sup>ND</sup> -47%	11.19	NO	29.6%	4%	3%	NO	0.29%	1.34%
3 <sup>RD</sup> -50%	11.90	13.03%	27.8%	4%	3%	11%	0.29%	1.34%
4 <sup>TH</sup> -55%	13.09	13.03%	25.3%	4%	3%	11%	0.29%	1.34%
5 <sup>TH</sup> -60%	14.28	13.03%	23.2%	4%	3%	11%	0.29%	1.34%
6 <sup>TH</sup> -65%	15.47	13.03%	21.4%	4%	3%	11%	0.29%	1.34%
7 <sup>TH</sup> -70%	16.66	13.03%	19.9%	4%	3%	11%	0.29%	1.34%
8 <sup>TH</sup> -76%	18.09	13.03%	18.3%	4%	3%	11%	0.29%	1.34%
9 <sup>TH</sup> -83%	19.75	13.03%	16.7%	4%	3%	11%	0.29%	1.34%
10 <sup>TH</sup> -91%	21.66	13.03%	15.3%	4%	3%	11%	0.29%	1.34%

### Apprentices - 12-County Area - November 1, 2000

Period	Rate	Vac/Hol	H&W	Loc. Pen.	NEBF	Ann/Sub	LMCC	JATC
1 <sup>ST</sup> -42%	10.08	NO	32.8%	4%	3%	NO	0.29%	1.34%
2 <sup>ND</sup> -47%	11.28	NO	29.3%	4%	3%	NO	0.29%	1.34%
3 <sup>RD</sup> -50%	12.00	12.96%	27.6%	4%	3%	11%	0.29%	1.34%
4 <sup>TH</sup> -55%	13.20	12.96%	25.1%	4%	3%	11%	0.29%	1.34%
5 <sup>TH</sup> -60%	14.40	12.96%	23.0%	4%	3%	11%	0.29%	1.34%
6 <sup>TH</sup> -65%	15.60	12.96%	21.2%	4%	3%	11%	0.29%	1.34%
7 <sup>TH</sup> -70%	16.80	12.96%	19.7%	4%	3%	11%	0.29%	1.34%
8 <sup>TH</sup> -76%	18.24	12.96%	18.1%	4%	3%	11%	0.29%	1.34%
9 <sup>TH</sup> -83%	19.92	12.96%	16.6%	4%	3%	11%	0.29%	1.34%
10 <sup>TH</sup> -91%	21.84	12.96%	15.2%	4%	3%	11%	0.29%	1.34%

### Apprentices - 7-County Area - May 1, 2000

Period	Rate	Vac/Hol	H&W	Loc. Pen.	NEBF	Ann/Sub	LMCC	JATC
1 <sup>ST</sup> -42%	8.79	NO	37.6%	4%	3%	NO	0.33%	1.53%
2 <sup>ND</sup> -47%	9.83	NO	33.7%	4%	3%	NO	0.33%	1.53%
3 <sup>RD</sup> -50%	10.46	13.05%	31.6%	4%	3%	11%	0.33%	1.53%
4 <sup>TH</sup> -55%	11.51	13.05%	28.8%	4%	3%	11%	0.33%	1.53%
5 <sup>TH</sup> -60%	12.55	13.05%	26.4%	4%	3%	11%	0.33%	1.53%
6 <sup>TH</sup> -65%	13.60	13.05%	24.3%	4%	3%	11%	0.33%	1.53%
7 <sup>TH</sup> -70%	14.64	13.05%	22.6%	4%	3%	11%	0.33%	1.53%
8 <sup>TH</sup> -76%	15.90	13.05%	20.8%	4%	3%	11%	0.33%	1.53%
9 <sup>TH</sup> -83%	17.36	13.05%	19.1%	4%	3%	11%	0.33%	1.53%
10 <sup>TH</sup> -91%	19.04	13.05%	17.4%	4%	3%	11%	0.33%	1.53%

### Apprentices - 7-County Area - November 1, 2000

Period	Rate	Vac/Hol	H&W	Loc. Pen.	NEBF	Ann/Sub	LMCC	JATC
1 <sup>ST</sup> -42%	9.03	NO	36.7%	4%	3%	NO	0.33%	1.49%
2 <sup>ND</sup> -47%	10.11	NO	32.7%	4%	3%	NO	0.33%	1.49%
3 <sup>RD</sup> -50%	10.75	12.98%	30.8%	4%	3%	11%	0.33%	1.49%
4 <sup>TH</sup> -55%	11.83	12.98%	28.0%	4%	3%	11%	0.33%	1.49%
5 <sup>TH</sup> -60%	12.90	12.98%	25.7%	4%	3%	11%	0.33%	1.49%
6 <sup>TH</sup> -65%	13.98	12.98%	23.7%	4%	3%	11%	0.33%	1.49%
7 <sup>TH</sup> -70%	15.05	12.98%	22.0%	4%	3%	11%	0.33%	1.49%
8 <sup>TH</sup> -76%	16.34	12.98%	20.3%	4%	3%	11%	0.33%	1.49%
9 <sup>TH</sup> -83%	17.85	12.98%	18.5%	4%	3%	11%	0.33%	1.49%
10 <sup>TH</sup> -91%	19.57	12.98%	16.9%	4%	3%	11%	0.33%	1.49%

(NOTE: Refer to wage attachment on page 86 for 2001 Apprentice wages/fringes.)

**WAGES AND FRINGES - EFFECTIVE MAY 1,  
2000 (cont.)**

(b) **FRINGES**                      5-1-00      11-1-00      5-1-01      1-1-01      5-1-02

**12-County Area**

Vacation/Holiday	13.03%	12.96%	12.98%	12.96%
Health & Welfare	13.9%	13.8%	15.22%	15.1%
Local Pension	4.00%	4.00%	4.00%	4.00%
NEBF	3.00%	3.00%	3.00%	3.00%
Annuity/Sub	11.00%	11.00%	11.00%	11.00%
LMCC	0.29%	0.29%	0.25%	0.25%
JATC	1.34%	1.34%	1.25%	1.25%

**7-County Area**

Vacation/Holiday	13.05%	12.98%	12.98%	13.00%
Health & Welfare	15.82%	15.4%	16.59%	16.2%
Local Pension	4.00%	4.00%	4.00%	4.00%
NEBF	3.00%	3.00%	3.00%	3.00%
Annuity/Sub	11.00%	11.00%	11.00%	11.00%
LMCC	0.33%	0.33%	0.29%	0.29%
JATC	1.53%	1.49%	1.35%	1.34%

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.

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.

All fringe benefit contributions for wiremen and apprentices are based on gross labor payroll.

The Metro rate and package effective May 1, 2000 for that portion of Benton and Sherburne counties east of Highway #25 to Highway #10 and an imaginary line straight west to the Mississippi River, and the remainder of Wright County.

All jobs bid in the above area prior to July 1, 2000 are exempt from the above paragraph. Those parts of Benton and Sherburne Counties west of the Highway #25 line plus all of Meeker, Stearns and McLeod Counties will receive the metro increase plus the following total package increases:

November 1, 2000	\$0.25
May 1, 2001	\$0.25
November 1, 2001	\$0.25
May 1, 2002	\$0.25
November 1, 2002	\$0.25

All projects in excess of \$500,000.00 electrical will be paid at the metro area rate in the area defined in the above paragraph for projects bid after July 1, 2000.

The balance of the 12-county area will receive the metro increase plus elimination of the low scale rate over three years. This translates into an increase of \$0.75 per hour every six months beginning November 1, 2000.

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.



SIGNED FOR THE UNION

*James Wisniewski*  
Business Manager  
Local 292, I.B.E.W.

*Larry McDonald*  
President  
Local Union 292, I.B.E.W.

SIGNED FOR THE CHAPTER

*Jeff Colman*  
Chapter Manager  
Minneapolis Chapter, N.E.C.A.

*Walter*  
President  
Minneapolis Chapter, N.E.C.A.

Date \_\_\_\_\_



## Apprentices - Metro Area - May 1, 2001

Period	Rate	Vac/Hol	H&W	Loc. Pen.	NEBF	Ann/Sub	LMCC	JATC
1 <sup>ST</sup> -40%	11.52	NO	33.7%	4%	3%	NO	0.22%	1.11%
2 <sup>ND</sup> -45%	12.96	NO	29.9%	4%	3%	NO	0.22%	1.11%
3 <sup>RD</sup> -50%	14.40	13.19%	27.0%	4%	3%	10.87%	0.22%	1.11%
4 <sup>TH</sup> -55%	15.84	13.19%	24.5%	4%	3%	10.87%	0.22%	1.11%
5 <sup>TH</sup> -60%	17.28	13.19%	22.4%	4%	3%	10.87%	0.22%	1.11%
6 <sup>TH</sup> -65%	18.72	13.19%	20.7%	4%	3%	10.87%	0.22%	1.11%
7 <sup>TH</sup> -70%	20.16	13.19%	19.2%	4%	3%	10.87%	0.22%	1.11%
8 <sup>TH</sup> -76%	21.89	13.19%	17.7%	4%	3%	10/87%	0.22%	1.11%
9 <sup>TH</sup> -83%	23.90	13.19%	16.2%	4%	3%	10.87%	0.22%	1.11%
10 <sup>TH</sup> -91%	26.21	13.19%	14.8%	4%	3%	10.87%	0.22%	1.11%

WAGE & FRINGE ATTACHMENT  
APPRENTICES

### Apprentices – 12-County Area – May 1, 2001

Period	Rate	Vac/Hol	H&W	Loc. Pen.	NEBF	Ann/Sub	LMCC	JATC
1 <sup>ST</sup> -42%	10.70	NO	36.3%	4%	3%	NO	0.25%	1.25%
2 <sup>ND</sup> -47%	11.98	NO	32.4%	4%	3%	NO	0.25%	1.25%
3 <sup>RD</sup> -50%	12.74	12.98%	30.4%	4%	3%	11%	0.25%	1.25%
4 <sup>TH</sup> -55%	14.01	12.98%	27.7%	4%	3%	11%	0.25%	1.25%
5 <sup>TH</sup> -60%	15.29	12.98%	25.4%	4%	3%	11%	0.25%	1.25%
6 <sup>TH</sup> -65%	16.56	12.98%	23.4%	4%	3%	11%	0.25%	1.25%
7 <sup>TH</sup> -70%	17.84	12.98%	21.7%	4%	3%	11%	0.25%	1.25%
8 <sup>TH</sup> -76%	19.36	12.98%	20.0%	4%	3%	11%	0.25%	1.25%
9 <sup>TH</sup> -83%	21.15	12.98%	18.3%	4%	3%	11%	0.25%	1.25%
10 <sup>TH</sup> -91%	23.19	12.98%	16.7%	4%	3%	11%	0.25%	1.25%

## Apprentices - 12-County Area - November 1, 2001

Period	Rate	Vac/Hol	H&W	Loc. Pen.	NEBF	Ann/Sub	LMCC	JATC
1 <sup>ST</sup> -42%	10.78	NO	36.0%	4%	3%	NO	0.25%	1.25%
2 <sup>ND</sup> -47%	12.06	NO	32.2%	4%	3%	NO	0.25%	1.25%
3 <sup>RD</sup> -50%	12.84	12.96%	30.2%	4%	3%	11%	0.25%	1.25%
4 <sup>TH</sup> -55%	14.12	12.96%	27.5%	4%	3%	11%	0.25%	1.25%
5 <sup>TH</sup> -60%	15.40	12.96%	25.2%	4%	3%	11%	0.25%	1.25%
6 <sup>TH</sup> -65%	16.69	12.96%	23.2%	4%	3%	11%	0.25%	1.25%
7 <sup>TH</sup> -70%	17.97	12.96%	21.6%	4%	3%	11%	0.25%	1.25%
8 <sup>TH</sup> -76%	19.51	12.96%	19.9%	4%	3%	11%	0.25%	1.25%
9 <sup>TH</sup> -83%	21.31	12.96%	18.2%	4%	3%	11%	0.25%	1.25%
10 <sup>TH</sup> -91%	23.36	12.96%	16.6%	4%	3%	11%	0.25%	1.25%

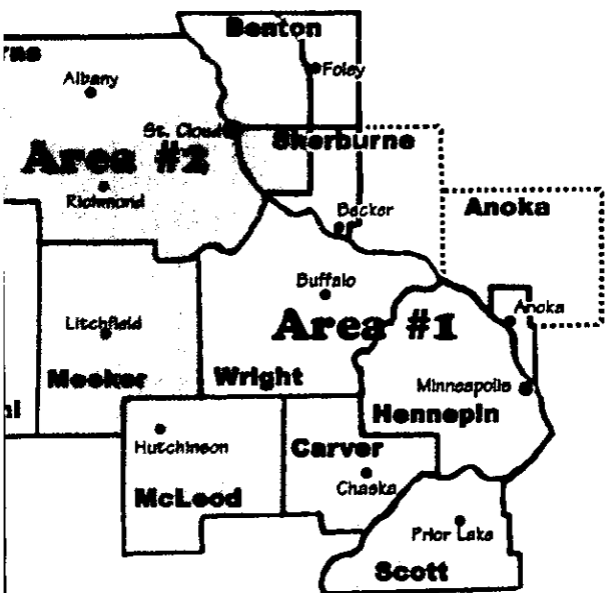
### Apprentices – 7-County Area – May 1, 2001

Period	Rate	Vac/Hol	H&W	Loc. Pen.	NEBF	Ann/Sub	LMCC	JATC
1 <sup>ST</sup> -42%	9.82	NO	39.5%	4%	3%	NO	0.29%	1.35%
2 <sup>ND</sup> -47%	10.98	NO	35.3%	4%	3%	NO	0.29%	1.35%
3 <sup>RD</sup> -50%	11.69	12.98%	33.2%	4%	3%	11%	0.29%	1.35%
4 <sup>TH</sup> -55%	12.85	12.98%	30.2%	4%	3%	11%	0.29%	1.35%
5 <sup>TH</sup> -60%	14.02	12.98%	27.7%	4%	3%	11%	0.29%	1.35%
6 <sup>TH</sup> -65%	15.19	12.98%	25.5%	4%	3%	11%	0.29%	1.35%
7 <sup>TH</sup> -70%	16.36	12.98%	23.7%	4%	3%	11%	0.29%	1.35%
8 <sup>TH</sup> -76%	17.76	12.98%	21.8%	4%	3%	11%	0.29%	1.35%
9 <sup>TH</sup> -83%	19.40	12.98%	19.4%	4%	3%	11%	0.29%	1.35%
10 <sup>TH</sup> -91%	21.27	12.98%	18.2%	4%	3%	11%	0.29%	1.35%

### Apprentices - 7-County Area - November 1, 2001

Period	Rate	Vac/Hol	H&W	Loc. Pen.	NEBF	Ann/Sub	LMCC	JATC
1 <sup>ST</sup> -42%	10.05	NO	38.6%	4%	3%	NO	0.29%	1.35%
2 <sup>ND</sup> -47%	11.25	NO	34.5%	4%	3%	NO	0.29%	1.34%
3 <sup>RD</sup> -50%	11.97	13.00%	32.4%	4%	3%	11%	0.29%	1.34%
4 <sup>TH</sup> -55%	13.16	13.00%	29.5%	4%	3%	11%	0.29%	1.34%
5 <sup>TH</sup> -60%	14.36	13.00%	27.0%	4%	3%	11%	0.29%	1.34%
6 <sup>TH</sup> -65%	15.55	13.00%	24.9%	4%	3%	11%	0.29%	1.34%
7 <sup>TH</sup> -70%	16.75	13.00%	23.1%	4%	3%	11%	0.29%	1.34%
8 <sup>TH</sup> -76%	18.19	13.00%	21.3%	4%	3%	11%	0.29%	1.34%
9 <sup>TH</sup> -83%	19.86	13.00%	19.5%	4%	3%	11%	0.29%	1.34%
10 <sup>TH</sup> -91%	21.78	13.00%	17.8%	4%	3%	11%	0.29%	1.34%







## ARTIFICIAL RESPIRATION INFORMATION

The following information has been taken from the

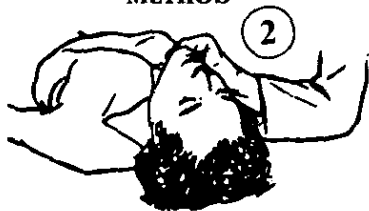
### SUPPLEMENT TO THE AMERICAN RED CROSS FIRST AID TEXTBOOK

#### 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

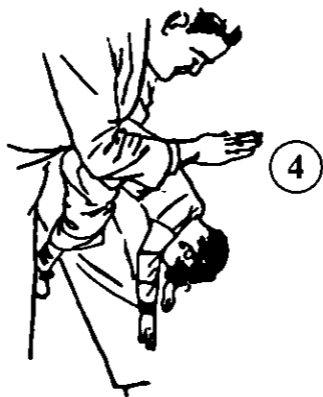


Tilt victim's head back. (Fig 1). Pull or push the jaw into a jutting-out position. (Fig. 2).

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

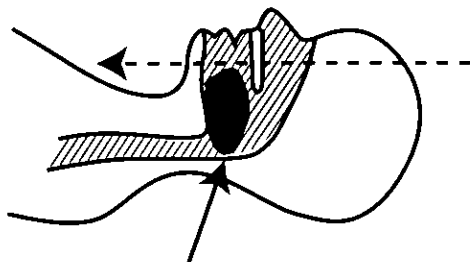


shown in Fig. 4, and slap sharply between the shoulder blades.

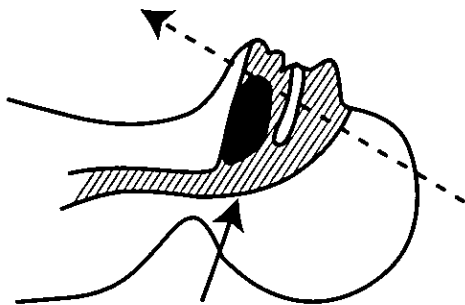
If the victim is adult, place in position shown in Fig. 5, and use the same procedure.



## 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

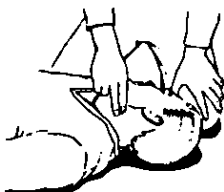


Fig. A

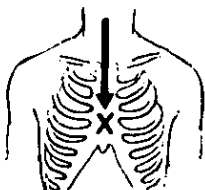


Fig. B

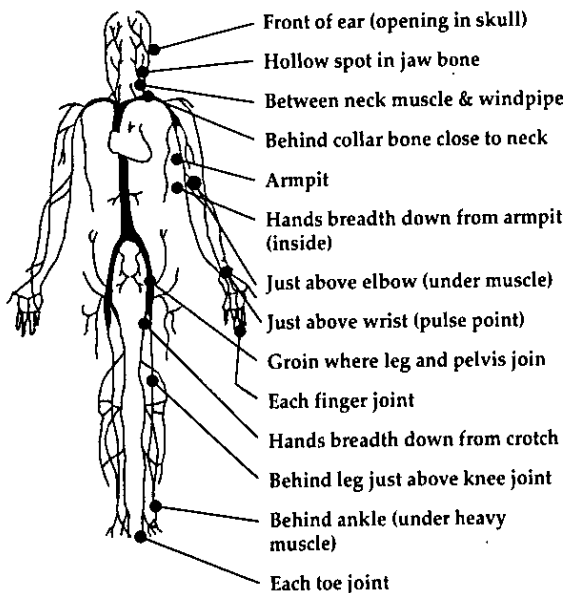


Fig. C

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