
Minnesota Limited Energy Contract Vote

Monday, July 16, 2018

MINNESOTA LIMITED ENERGY AGREEMENT

Between

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

And

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

July 1, ~~2015-2018~~ – June 30, ~~2018~~2021

PREAMBLE AND BASIC PRINCIPLES

This Agreement, made and entered into this first day of July, ~~2015~~2018, by and between the Minneapolis, St. Paul and Twin Ports-Arrowhead Chapters, National Electrical Contractors Association (NECA) on behalf of its Limited Energy Contractors who employ Technicians and Installers under the terms and conditions contained herein and who have signed a Letter of Assent to be bound by this Agreement for its duration as set forth in Article I below, and Local Unions #110, #242, #292, #294, and #343 of the International Brotherhood of Electrical Workers, AFL-CIO.

ARTICLE I **EFFECTIVE DATE - TERMINATION - AMENDMENTS - BARGAINING UNIT**

SECTION 1.01. DURATION - This Agreement shall take effect July 1, ~~2015~~2018 and shall remain in effect through June 30, ~~2018~~2021. It shall continue in effect from year to year thereafter from the 1st day of July through the 30th day of June of each succeeding year, unless changed or terminated in the way later provided herein.

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

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

Radio	Security System
Television	Computer System
Recording	Nurse Call
Music	Clock
Voice Sound	Intercom
Telephone	Sound Masking
Microwave	Voice Mail
Satellite	Call Accounting
Date <u>Data</u> Transmission	Data Communication
Vision Production	Fiber Optics
and Reproduction	Card Access
Innerduct - for application	
of fiber optic, communication,	
and signal wiring	
Alarm Systems, including:	
Burglar	
Fire Life Safety	
Industrial Process Supervision (monitoring only)	
Energy Management Systems (maintenance only)	
Wireless transmission of voice, data and video and related equipment.	

- (d) The installation of mud rings, outlet boxes, and other protective enclosures required for the installation of low voltage devices.

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

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

ARTICLE III **ECONOMIC CONDITIONS**

SECTION 3.02. NORMAL WORK WEEK -

- (b) The Employer shall have the right to establish a work week other than Monday through Friday, excluding Sunday, upon seven (7) calendar days posted notice or upon agreement by the Employee being rescheduled. Effective July 1, 2019 this paragraph (b) shall expire and will no longer be a valid provision.

SECTION 3.03. SHIFT PREMIUM - Employees scheduled to a work day of other than between the hours of 6:00 a.m. to 5:30 p.m. or a work week of Tuesday through Saturday shall receive a shift premium of 510% effective July 1, 2018 and 15% effective July 1, 2020 of the regular hourly rate of pay per hour for all hours worked, in addition to the Employee's rate of wages. Effective July 1, 2019 the verbiage in this Section (3.03) "or a work week of Tuesday through Saturday" shall expire and will no longer be a valid provision.

SECTION 3.04. OVERTIME -

- (a) Employees shall be paid at the rate of one and one-half (1&1/2) times their regular rate of pay for all the first two (2) hours worked in excess of forty (40) in a week or in excess of the Employee's scheduled work day, (i.e., after 8 hours or after 10 hours, based on the employees scheduled work week of five (5) days/eight (8) hours per day or four (4) days/ten (10) hours per day.) All hours worked in excess of ten (10) hours or twelve (12) hours shall be paid at two (2) times their regular rate of pay.
- (b) Hours worked on a fifth (5th) day for 4-10's or sixth (6th) day for 5-8's following an Employee's scheduled work week shall be paid at the rate of one and one-half

(1&1/2) times the Employee's rate of wages. Hours worked in excess of eight (8) on a fifth (5th) or sixth (6th) day shall be paid at the rate of two (2) times the Employee's rate of wages.

SECTION 3.05. WAGES AND JOB CLASSIFICATIONS -

(a)

		2.173.04 %	2.53.08 %	2.53.11 %
Effective Date	06/30/2015 2018	07/01/2015 2018	07/01/2016 2019	07/01/2017 2020
General Foreman	\$39.91 37.48	\$37.99 41.12	\$38.94 42.39	\$39.91 43.71
Foreman Technician	\$39.20 36.52	\$37.31 40.39	\$38.24 41.63	\$39.20 42.92
Journeyman Technician	\$37.82 35.24	\$36.00 38.97	\$36.90 40.17	\$37.82 41.42
Senior Technician	\$34.06 31.73	\$32.42 35.10	\$33.23 36.18	\$34.06 37.31
Technician	\$30.28 28.21	\$28.82 31.20	\$29.54 32.16	\$30.28 33.16
Journeyman Installer	\$26.49 24.67	\$25.21 27.30	\$25.84 28.14	\$26.49 29.02
Installer 6	\$24.61 22.92	\$23.42 25.36	\$24.00 26.14	\$24.61 26.95
Installer 5	\$22.71 21.46	\$21.62 23.40	\$22.16 24.12	\$22.71 24.87
Installer 4	\$20.82 19.39	\$19.81 21.45	\$20.31 22.11	\$20.82 22.80
Installer 3	\$18.91 17.62	\$18.00 19.48	\$18.45 20.08	\$18.91 20.70
Installer 2	\$17.00 15.85	\$16.19 17.52	\$16.59 18.06	\$17.00 18.62
Installer 1	\$15.16 14.12	\$14.43 15.62	\$14.79 16.10	\$15.16 16.60

(b) Progression

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

Journeyman Installers will be promoted to Technician once they have possessed the State Power Limited License for a minimum of 2000 hours; have taken a computer fundamentals course; and have obtained one of the following: NICET 1 Fire, ~~NICET 1 Audio~~**Avixa CTS**, NICET 1 Security, BICSI Level 1. ~~Progression will not occur until an offer of employment as a Technician has been extended by either the current or a different Employer.~~

Technicians will be promoted to Senior Technician once they have spent a minimum of 2000 hours as a Technician; have taken a ~~basic~~**intermediate** networking class; and have obtained one of the following: NICET II Fire, ~~NICET~~

~~H-Audio,~~ BICSI Installer 2- Optical Fiber, BICSI Installer 2- Copper, BICSI Installer 2, Avixa CTS-1 (Audio/Visual), Intermediate Security Industry Certification. Progression will not occur until an offer of employment as a Senior Technician has been extended by either the current or a different Employer.

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

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

~~An Employee who meets the requirements listed is not guaranteed progression. Only an Employer can determine an Employee's advancement to the next classification.~~

(g) Standby - Employees assigned to a standby status by the Employer shall receive a standby premium in accordance with the following:

(1) At the premium of ~~\$1520~~.00 per day for the period 4:30 p.m. to 8:00 a.m. on Monday, Tuesday, Wednesday, Thursday and Friday.

(2) At the premium of ~~\$3040~~.00 per day for the period 8:00 a.m. to 7:59 a.m. on Saturday, and Sunday ~~and Holidays~~.

(3) At a premium of \$70.00 per day from 8:00 a.m. to 7:59 a.m. on Holidays.

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

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

(h) Foreman -

~~(3) When a fifth person is assigned to a job requiring Installer classification work only, one Employee shall be designated by the Employer as a lead person and shall be paid a premium of \$1.50 per hour over that~~

~~Employee's hourly rate. Assignment shall be in lieu of Foreman Technician and General Foreman as identified in paragraphs (1) and (2) above.~~

SECTION 3.07. VACATIONS -

- (a) Employees covered by this Agreement shall earn paid vacation in accordance with the table below. Vacation shall accrue on a monthly basis and may be taken per 3.07(c) as it is accrued, but not while an Employee is a pre-apprentice. Monthly vacation accrual amounts shall be added to each Employee's accumulated vacation time on the last paycheck of each month.

Year of Service	Vacation Time		Monthly Accrual Rate	Effective date of Monthly Accrual Rate
				The last day of the month of the Employee's...
First Year – Fourth Year	5-10 days	40-80 hours	3.33 hours	Date of Hire
Second – Fourth Year	10 days	80 hours	6.66 hours	4th Anniversary
Fifth – Sixth Year	12 days	96 hours	8 hours	4 th Anniversary
Seventh – Eighth Year	14 days	112 hours	9.33 hours	6 th Anniversary
Ninth – Tenth Year	16 days	128 hours	10.66 hours	8 th Anniversary
Eleventh Year	18 days	144 hours	12 hours	10 th Anniversary
Twelfth Year and Beyond	20 days	160 hours	13.33 hours	11 th Anniversary

- (d) Employees will be paid accrued vacation upon termination, ~~provided they give two weeks notice in the event of voluntary termination.~~ In a layoff situation, Employers shall pay all unused and accrued vacation at the time of layoff.
- (e) Employees who are hired under this Agreement shall be given credit for previous continuous employment without a break in service under this Agreement, for purposes of vacation accrual. Previous continuous employment must be verifiable by legitimate employment records. "Break in service" shall be defined as not employed under this Agreement for more than ~~one-two~~ years. Verification of past experience under this Agreement is the responsibility of the Employee and the Union. This information shall be provided to the Employer within thirty (30) days of the date of hire.
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SECTION 3.08. HOLIDAYS -

- (b) Employees who have worked or who have been on approved ~~sick leave or~~ vacation or who have received prior approval to be absent the normal work day before and after a holiday, shall receive eight (8) ~~or ten (10)~~ hours pay at the Employee's straight time

hourly rate of pay for each listed holiday based on the employees scheduled work week of five (5) days/ eight (8) hours per day or four (4) days/ ten (10) hours per day.

SECTION 3.09. TRAVEL TIME AND MILEAGE -

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

(f) A circle with a thirty (30) mile radius centered on Highway 169 and Business 169 in Hibbing

(g) A circle with a thirty (30) mile radius centered on Highway 169 and Highway 14 in Mankato

(e) Employees assigned to a job outside of the "travel zone" and who are required by the Employer to remain overnight:

(4) Shall be compensated ~~for~~ at full GSA rate per person for necessary room, ~~board, meals~~ and incidentals, prior to travel, no receipts required. If the employer is able to secure lodging, the employee will receive meals and incidentals. Members shall have the option to have their own room ~~other expenses~~; and

(5) Shall be compensated ~~\$3040~~.00 for Saturday and Sunday if the Employee is required by the Employer to remain at the work assignment over a weekend and work is not scheduled for Saturday and Sunday.

(g) The Employer shall not require an Employee using his/her own personal vehicle to transport any company owned equipment or material of a size or quantity too large to carry in an area which is 36" x 24" x 18" or which is over fifty (50) pounds.

In the event an Employee's personal vehicle containing materials or equipment owned by the Employer is broken into and damaged as a result of the break-in, the Employer will cover the cost of repairs to the personal vehicle up to a maximum of ~~\$300-500~~ per occurrence.

(h) The Employer shall provide or arrange free parking within four (4) blocks of the job site, or in the alternative, pay the cost of parking (with receipt or personal verification where receipt not available) up to a maximum of ~~\$4218~~.00 per day.

SECTION 3.10. HEALTH/WELFARE INSURANCE - The Employees shall have the option by majority vote at each company to select the health insurance plan offered by the Employee's local Union or the Employer's plan if one is available. All Employees covered by

this Agreement shall participate in a health insurance plan provided by their Employer, whether that plan is the Union Health Benefit Plan or an Employer Provided Plan. The option may be exercised in conformance with the entrance/exit rules of the present plan and desired plan.

- (e) ~~The parties to this Agreement acknowledge a mutual interest in healthcare options that maximize benefits and minimize costs for both Employers and Employees. Therefore, each party will appoint an equal number of representatives to participate on a joint committee which will research healthcare options such as: minimum standards to which all Employer plans must conform, creation of a uniform statewide healthcare plan, participation in a national and/or group plan, or any viable alternative. If the parties are unable to agree on the most costs-effective and beneficial healthcare method by June 1, 2008, the NECA Midwest Regional Director and the IBEW Sixth District Vice President will assist with resolving the issue. The implementation of the agreed standards will take effect January 1, 2009. Labor Management will agree upon new Minimum Standards by September 1, 2018. The parties have the option of the use of FMCS to accomplish this. If an agreement is not reached by September 1, 2018 an arbitrator will be chosen from a panel of seven (7) to assist in coming to an agreement. The arbitrator's decision shall be final and binding, each party shall bear the costs of the arbitrator equally. The arbitrator shall be limited to determining the "Minimum Standard."~~

SECTION 3.11. ANNUITY - The Employer shall contribute on a monthly basis ~~six and three quarters percent (6.75%) from July 1, 2015 thru June 30, 2016, seven and three quarters percent (7.75%) from July 1, 2016 thru June 30, 2017 and~~ eight and three quarters percent (8.75%) ~~from July 1, 2017 thru June 30, 2018~~ of each Employee's gross wages to the Employee's Local Union defined contribution annuity plan or to an in-shop plan at the choice of the Employee.

SECTION 3.17. TRAINING -

- (f) J.A.T.C. - Apprentice and Employee Training Fund - Each individual Employer shall pay to the appropriate Apprenticeship Trust Fund \$0.~~30-38~~ per hour on all actual hours paid. These contributions shall be forwarded to the designated Receiving Agency as specified, not later than fifteen (15) calendar days following the end of each calendar month. [Note: The \$0.~~30-38~~ contribution is to be paid one-half (\$0.~~1519~~) by the Employer and one-half (\$0.~~1519~~) by the Employee through payroll deduction.]
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ARTICLE VI **STANDARD LIMITED ENERGY SYSTEMS INSTALLER**

APPRENTICESHIP & TRAINING LANGUAGE

SECTION 6.15. All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the apprenticeship and training Trust Agreement. The current rate of contribution is \$0.~~30~~38 per hour, or each hour worked or \$0.~~30~~38 for each hour paid. This sum shall be due to the Trust Fund by the same date as their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, ~~2015~~2018.

SIGNED FOR THE NECA LIMITED
ENERGY CONTRACTORS:

SIGNED FOR INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS:

David Manderson, Minneapolis Chapter

Jamie McNamara, Business Manager, Local 110

~~Rich Wynne~~Luke Kuhl, St. Paul Chapter

Donald Smith, Business Manager, Local 242

~~William Majerle~~David Orman, Twin Ports - Arrowhead Chapter

Peter Lindahl, Business Manager, Local 292

Dan Hendrickson, Business Manager, Local 294

Local 343

~~Derek Mensink~~Chad Katzung, Business Manager,

~~NOTE * All sick time shall be used or paid out by December 31, 2015 regardless of reason of separation or not.~~

