

***Tentative Agreement***

***Between***

***Local Union 292 IBEW and Minneapolis Chapter NECA***

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***INSIDE CONSTRUCTION AND MAINTENANCE AGREEMENT***

***May ~~8, 2018~~ 1, 2021 - APRIL 30, ~~2021~~ 2024***

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**ARTICLE I**

**EFFECTIVE DATE – CHANGES –  
GRIEVANCES - DISPUTES - TERMS OF THE AGREEMENT**

**SECTION 1.01. AGREEMENT DATES** – This Agreement shall take effect May ~~8, 2018~~, 1, 2021 and shall remain in effect until April 30, ~~2021~~2024, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter from May 1 until April 30 of each year, unless changed or terminated in the way later provided herein.

**ARTICLE III**

**EMPLOYER RIGHTS – UNION RIGHTS**

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

**SECTION 3.07. FAVORED NATIONS** – The Union agrees that, if during the life of this Agreement, it grants to any other Employer in the electrical contracting industry on work covered by this Agreement any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concessions.

**SECTION 3.19. COMMITTEES** – All Committees covered by the Labor Agreement shall be represented by not more than four (4) members from each of the parties. The Secretary and Chairman shall be

alternated bi-annually between the parties. Committees shall meet as scheduled or at the call of either party to the Agreement.

## ARTICLE V

### HOURS – WAGE PAYMENT – WORKING CONDITIONS

#### SECTION 5.04. WAGES – CLASSIFICATIONS – FRINGE PAYMENTS

3 YEAR AGREEMENT	<del>05/08/2018</del> <u>05/01/2021</u>	<del>05/01/2019</del> <u>*2022*</u>	<del>05/01/2020</del> <u>2023*</u>
TOTAL PACKAGE INCREASE	<del>\$3.00</del> <u>\$2.50</u>	<del>\$2.95</del> <u>\$2.55</u>	<del>\$2.90</del> <u>\$2.55</u>

\*To be allocated at a later time.

**SECTION 5.12. UNEXCUSED ABSENCE** – Any Employee ~~who shall leave~~ing an ~~uncompleted job site prior to the end of the regular workday shall notify their Foreman, General Foreman or Employer of such departure. Any Employee who leaves an uncompleted job without proper cause or without permission of their Employer, Foreman or General Foreman may be subject to immediate termination~~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 5.17. EXCESSIVE UNEMPLOYMENT - INDUSTRY MANPOWER SURVEY-

- e. No scheduled overtime shall be worked except to serve the immediate needs of the customer when ~~five percent (5%)~~fifteen percent (15%) of the Group I Journeymen and Apprentices covered by this Agreement are registered on the Group I out-of-work list and the Apprenticeship out-of-work list.

## ARTICLE VI

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

#### SECTION 6.06. MINNEAPOLIS ELECTRICAL INDUSTRY BOARD -

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

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

Manager of the Minneapolis Chapter, National Electrical Contractors Association so that the Employer may have the opportunity to take the necessary steps to obtain delay or excuse from jury service the Employee in cases of emergency or hardship. Each Employee actually engaged in jury service who is ~~excluded~~excused 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.

## ARTICLE VII

### SAFETY BASIC PRINCIPLES

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

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

~~All electrical work shall comply with current regulations of the National Electrical Code, NFPA 70e, federal and state OSHA regulations, or other agencies having jurisdiction.~~

~~Any employee performing energized work shall have received NFPA 70e training.~~

All electrical work shall comply with current regulations of the National Electrical Code, NFPA 70e, federal and State OSHA regulations, or other agencies having jurisdiction.

Energized work shall only be permitted where the employer can demonstrate that de-energizing introduces additional hazards or increased risk, or that the task to be performed is infeasible in a de-energized state due to equipment design or operational limitations. Any employee performing energized work shall have received NFPA 70e training.

Lock-out/tag-out procedures shall be used on all jobsites. All Employees shall be trained in the lock-out/tag-out procedure employed per the NFPA 70e standards.

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

**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. Employers shall keep Boom/Bucket trucks and work platforms up to date with required inspections. Stickers indicating compliance shall be displayed on the equipment.

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 7.09. 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.

Flaggers shall be provided with and shall wear high-visibility clothing that meets Class 3 requirements. The Class 3 requirements shall be met by wearing a Class 2 or Class 3 vest, shirt, or jacket; as well as Class E pants.

Traffic safety must meet all applicable MnDOT standards.

~~Standards for this Section shall be MnDOT Appendix B.~~

**SECTION 7.12. ACCIDENT REPORTS** - All accidents resulting in an injury are required to complete a First Report of Injury. OSHA recordable accidents shall be communicated to the Union office within ~~five (5) working~~ two (2) full business days by ~~mail~~, fax or email at [safety@ibew292.org](mailto:safety@ibew292.org). Only the individuals name, injury and a description of the accident are required. Failure to comply may result in a grievance.

## ARTICLE VIII

### TRAVEL AND MILEAGE

#### SECTION 8.04. TRAVEL TIME AND EXPENSES –

(d) ——— On job transfers, Employees shall receive mileage ~~in excess of forty five (45) miles or may request and Employers shall grant a reduction in force if the job is forty five (45) miles or more from the Contractors shop within the jurisdiction. If the shop is not located within the jurisdiction, the Local 292 Union main office will serve as the point of origin for the forty five~~

~~(45) miles.~~ If the Employee is traveling more than forty-five (45) miles to the job site (from home or the nearest jurisdictional line) AND the job is forty-five (45) miles or more from the contractor's shop within the jurisdiction or if the contractor's shop is not within the jurisdiction then the IBEW Local Union Office. If both of these conditions are met, then mileage will be paid on miles greater than forty-five (45) miles from the contractor's shop or IBEW Local Union Office for those who travel more then forty-five (45) miles.

On job transfers, anytime an employee has to travel more than forty-five (45) miles (from their home or the nearest jurisdictional line) the employee can choose to accept the transfer and be paid mileage as stated above or the employee may ask for and shall receive a reduction in force. Each job transfer is considered a separate event.

## 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~~ lineman pliers
- 2 – pair adjustable pliers
- 1 – 6 inch long nose pliers
- 1 – diagonal pliers
- 1 – wire stripper
- 1 – 6 inch electricians screwdriver
- 1 – 10 inch electricians screwdriver
- 1 – #1 Phillips screwdriver
- 1 – #2 Phillips screwdriver
- 1 – stubby screwdriver
- 1 – hacksaw frame
- 1 – level
- 1 – 12 inch crescent wrench
- 1 – 14 inch pipe wrench or 1 – 12 inch chain wrench
- 1 – 1 steel tape up to 25 feet
- ~~1 – retractable blade utility knife~~
- 1 – hammer
- 1 – half-moon file
- 1 – nut driver set of 1/4 inch, 5/16 inch, 3/8 inch, 7/16 inch
- 1 – chalk line and reel
- 1 – center punch
- 1 – combination square
- 1 – tool box
- 1 – socket set up to and including nine-sixteenth inch (9/16”) socket
- 1 – pencil
- 1 – compass saw

- 1 – flashlight with plastic case
- 1 – tin snips
- 1 – current copy of National Electrical Code Book {The LMCC will provide one code book replacement per code cycle, exempt from 9.01 (b)}

**Optional:**

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

The Employer shall furnish all other necessary tools or equipment with no restrictions to technological changes. -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.

**Memorandum of Understanding** – Pre-Apprentice language

**Memorandum of Understanding** – Section 3.04 Working Employers. One (1) Working Owner

**\*Change to gender neutral pronouns where possible.**

**Category 1 Pattern Language - Inside Agreement - Gender Language** –

Since the parties cannot change Category 1 Language, wherever the male gender is used in this Agreement, all genders are intended by the parties.

\*The parties have agreed to continue discussing a small works agreement.

