

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

APPOLLO SYSTEMS, INC.

Employer-Petitioner,

Case No.: 18-UC-00423

and

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

Union.

**EMPLOYER'S STATEMENT IN OPPOSITION TO UNION'S REQUEST FOR
REVIEW OF REGIONAL DIRECTOR'S DECISION AND ORDER**

Dated: January 7, 2010

BRIGGS & MORGAN, P.A.

Daniel R. Wachtler (#113360)
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402-2157
Telephone: (612) 977-8400

**ATTORNEYS FOR APOLLO
SYSTEMS, INC., EMPLOYER**

INTRODUCTION

International Brotherhood of Electrical Workers, Local 292 (the “Union”) has requested review of the Regional Director’s Decision and Order which clarified an existing bargaining unit pursuant to Section 102.67 of the National Labor Relations Board’s Rules and Regulations. Appollo Systems, Inc. (the “Employer”) hereby submits its Statement in Opposition to the Union’s Request for Review and urges the National Labor Relations Board (the “Board”) to deny the Union’s request. The underlying assumption and primary basis for the Union’s Request is a claim that the Employer and the Union are signatory to a Section 8(f) Prehire Collective Bargaining Agreement. However, there is absolutely no evidence to support the assertion that the parties, or the Union and the Employer’s predecessor, ever entered into an 8(f) Agreement. Indeed, as observed by the Regional Director in his December 3, 2009 Decision and Order, the Employer (Petitioner) takes the position that its relationship with the Union is in fact 9(a) relationship. (See Decision and Order p. 6.) In addition, the Employer also believes the Regional Director was correct in his analysis and conclusion that 8(f) representational issues are not excluded from the Board’s unit clarification proceedings. (See Decision and Order p. 7.) The Employer agrees with the Regional Director’s Decision and Order and urges the Board to deny the Union’s Request for Review.

DISCUSSION

The material facts in this case, not disputed by the Union, are set forth in the Region 18 Director’s November 20, 2009 Order to Show Cause, and repeated in his December 3, 2009 Decision and Order. First, there is no evidence to support the contention that the Union and the Employer, or the Union and the Employer’s predecessor (Connectivity Solutions), ever entered into an 8(f) Prehire Agreement. The Minnesota Limited Energy Collective Bargaining

Agreement (CBA) makes no reference to Section 8(f) and does not present itself as an 8(f) Agreement. (See CBA attached to Employer's October 28, 2009 Position Statement.) Moreover, the Letter of Assent A signed by the Employer's predecessor, Connectivity Solutions Inc. of Minnesota and Local 292, in January of 1999 makes specific reference to Employer recognition of the Union as "the NLRA Section 9(a) Collective Bargaining Agent for all employees . . ." (See 1999 Letter of Assent A attached to Employer Position Statement.) Furthermore, the Letter of Assent A signed by David Willis on behalf of Focus, Inc. d/b/a Appollo Systems in September of 2004 and by Local 292 also makes reference to the Union as the "NLRA Section 9(a) Collective Bargaining Agent for all employees" covered under the Statewide Limited Energy Agreement. (See September 2004 Letter of Assent A attached to Employer Position Statement.) Significantly, the "Voluntary Recognition Letter" which the Union urged the Employer to sign in 2009 refers to the union as "the section 9(a) collective bargaining representative of all of your employees" and states that the "unit appropriate for bargaining [is] under Section 9(a) of the National Labor Relations Act." It also refers to a "showing of majority support" which would support recognition of the Union as the "NLRA Section 9(a) Collective Bargaining Representative" . . . (See Voluntary Recognition Letter attached to Employer Position Statement.) Finally, the Letter of Assent A which the Union urged the Employer to sign in May of 2009 also makes reference to Employer recognition of the Union as "the NLRA Section 9(a) Collective Bargaining Agent for all employees." (See May 2009 proposed Letter of Assent A, attached to Employer Position Statement.)

The Statewide Limited Energy Agreement is not a 8(f) agreement. There is no evidence that the Employer ever knowingly and voluntarily entered into an 8(f) agreement. Moreover, until this case arose, the Union has always considered employers covered under the CBA to be in

a Section 9(a) relationship. Indeed, in his October 19, 2009 letter to the Employer's counsel, (which rejects a card check agreement and attempts to proceed with the grievance), the Union's counsel makes no mention of an 8(f) relationship. Clearly, the 8(f) claim was pulled out of thin air and is a tactical maneuver adopted at the last minute by the Union to avoid being stuck with a valid "double breasted" operation. (See letter attached to Employer Position Statement.)

There is also no evidence to support the contention that the Petitioner fraudulently misrepresented that its "residential division" was a separate, company. However, even if there was confusion over that particular fact, (i.e., separate companies vs. separate divisions), there is no confusion over or basis for disputing that the two "divisions" of Appollo Systems, Inc. are "separate" and autonomous, as found by the Regional Director and set forth in his Order to Show Cause. (See Order to Show Cause p. 3, ¶7 and Decision and Order pp. 8 and 9.) As stated by the Regional Director, "the fact of the name change in 2007 is irrelevant without more." The Regional Director is correct when he says "what matters is whether significant changes have rendered (the historical unit) inappropriate." In this regard, the Regional Director said:

"In this case at no time has the Union presented evidence of significant changes making the existing unit inappropriate. On the contrary, the Union did not contest the description of facts as summarized in the Order to Show Cause. Thus, there is no evidence contradicting Petitioner's assertions that even today it maintains two separate businesses for the residential and commercial divisions, including two separate checking accounts, two separate books and accounting systems, two separate management teams, two separate employee benefit plans and, lastly, two separate offices with separate entrances. Moreover, the Union does not contend that with the name change Petitioner interchanges employees on a temporary or permanent basis between the two divisions."

(See also July 24, 2009 letter to Union with attachments from Employer attorney Ryan Simafranza -- attached to Employer Position Statement.)

The Union argues that it was prejudicial error not to hold a hearing in this case because the parties presented different accounts of the relevant facts. However, the Union focuses on a transparent and meaningless contention that there was “fraudulent misrepresentation.” That claim only relates to question of corporate name, and not the Employer’s actual organizational structure, of which the Union was well aware. The relevant facts regarding substance, rather than form, are not in dispute. The Employer established in 2004 and maintained thereafter, a legally sound “dual shop” and the material facts in support of that are uncontested. Peter Kiewit Sons’ Co., 206 NLRB 562, 84 LRRM 1356 (1973); Operating Engineers Local 627 vs. NLRB, 518 F.2d 1040, 90 LRRM 2321 (D.C. Cir. 1975); South Prairie Constr. Co. v. Operating Engineers Local 627, 425 U.S. 800, 92 LRRM 2507 (1976); Carpenters Dist. Council Local 213, 201 NLRB 23, 82 LRRM 1382 (1973); Limbach v. Sheet Metal Workers, 949 F.2d 1241 (3d Cir. 1991); and Local 80, Sheet Metal Workers (Limbach Co.), 305 NLRB 312 (1991), enf’d, 989 F.2d 515 (D.C. Cir. 1993).

With regard to the issue of unit clarification in an 8(f) relationship, the Regional Director is correct in his analysis. The Employer’s residential employees have historically been excluded. The Board and not an arbitrator must determine representational matters. It has the authority to clarify bargaining units “established by agreement of the parties.” Manitowoc Shipbuilding, Inc., 191 NLRB 786 (1971). This is a unit placement issue and a question of “community of interest.” Here the commercial and residential employees have separate communities of interest. If the residential employees are going to be represented by the Union, they should make the decision.

CONCLUSION

There is no substantial question of law or policy raised because of the absence of or a departure from officially reported Board precedent. This is particularly true because the parties

are not in a Section 8(f) relationship. In addition, the Regional Director's decision not to hold a hearing was reasonable and justified in that there was no dispute over any material fact. The Union had ample opportunity to address the question of whether the two employer divisions were separate in terms of the legal principles applicable to double breasted operations. None of the material facts relating to the Employer's organizational structure were disputed and no evidence was submitted which contradicted the facts as set forth in the Regional Director's Order to Show Cause. For the foregoing reasons, the Petitioner urges the Board to deny the Union's Request for Review.

Dated: January 7, 2010

BRIGGS & MORGAN P.A.

By:


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EMPLOYER**



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plaud

October 28, 2009

Daniel R. Wachtler
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dwachtler@briggs.com

Ms. Melissa M. Bentivolio
National Labor Relations Board
Region 18, Suite 790
330 South Second Avenue
Minneapolis, MN 55401-2221

**Re: Appollo Systems, Inc.
Case 18-UC-423
Employer Position Statement**

Dear Ms. Bentivolio:

This letter is intended to set forth the Employer's position in support of the Unit Clarification Petition filed with Region 18 on October 21, 2009.

FACTUAL BACKGROUND

On June 30, 2004, Focis, Inc. d/b/a Appollo Systems ("Appollo") purchased Connectivity Solutions Inc. of Minnesota ("Connectivity"). It was an asset purchase. Appollo had been doing business for 13 years as a non-union residential low voltage electrical contractor. Connectivity Solutions had been operating as a union commercial low voltage electrical contractor. Connectivity had signed a letter of assent binding it to the Statewide Limited Energy IBEW labor contract. So, a non-union residential electrical contractor purchased the assets of a commercial union electrical contractor. At the time of the purchase, Connectivity employed approximately 14 people under the Statewide Limited Energy Agreement. Appollo hired 10 of those employees, some of whom were classified as installers and some of whom were classified as technicians under the Statewide CBA.

As soon as the transaction was finalized, Guy Willis, owner and principal with Appollo, contacted Tom Cherioli, the business representative for IBW Local 292. He explained that Appollo was a non-union residential contractor, but that he understood Connectivity was a union operation and party to a CBA with 292. He further indicated that the company was willing to continue operating the commercial contracting business as a union employer. The parties had at least two meetings, the first of which was on July

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10, 2004. At that time Dave and Guy Willis met with Tom Cherioli and told him in more detail about the asset purchase. They again said they were willing to continue operating the commercial business as a union company, but explained that they intended to keep the residential business non-union. At the time, Appollo employed approximately 22 people on the residential side. The Willises told Mr. Cherioli it was their intention was to set up separate divisions for the residential and commercial operations and that the commercial division would be union. Cherioli told the Willises that he had to check with his superiors to see how the Union wanted to handle the matter.

In an August 20, 2004 telephone conversation, Cherioli, as the business representative for Local 292, told Guy Willis that the Union would agree to the proposed arrangement. In other words, they agreed and understood that the commercial division would operate separately as a union employer and that the residential division could continue to operate on a non-union basis. He cautioned, however, that there could not be any crossover of employees or referrals and that the two operations had to be separately maintained. He added that to make it a "continuous" situation, the company would have to pay back benefits for the commercial division employees for July and August, 2004.

On August 20, 2004, David Willis, President and CEO of Appollo sent Mr. Cherioli a letter (copy attached) in which he furnished certain information about the commercial division and confirmed the telephone conversation. On September 1, 2004, Appollo sent Cherioli a check in the amount of \$13,815.28 to cover the July and August benefits for all rehired commercial division employees. (A copy of the cover note and the check are attached.) It should be noted that the check was made out to "IBEW". The amount of the check was determined by the Union. From September 2004 going forward, Appollo ran a commercial union operation and a separate residential non-union operation under a classic and proper "dual shop" structure. There is no doubt that Tom Cherioli and his superiors at 292 were well aware of the arrangement.

In December of 2007, Appollo ceased using the name "Focis Inc." in connection with its commercial operation. However, there was no change in the organizational structure of the operations or the corporation.

Since early 2007, Local 292, primarily through Steven Cutty (formerly Steven Everheart) has been talking to the principals at Appollo and asking them to "sign up" their residential employees with the Union. The company has continued to refuse these requests and insisted that the existing dual shop arrangement was the only thing that was acceptable. Accordingly, the residential division has remained non-union despite the

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Union's overtures. Again, there is no doubt that the Union has been well aware of the "dual shop".

In early 2009 business slowed down in Appollo's residential division so two of the residential employees applied for work with the commercial division. As part of this process they signed up for membership with Local 292. At the time the residential division had approximately 10 employees and so did the commercial division. It was this activity that triggered the Union's current efforts to convert the residential division to a union operation. In May, 2009, the Union presented Appollo with a letter of assent and a voluntary card check-recognition agreement covering "all" Appollo employees. (Copies attached.) The Company refused to sign and continued to resist unionizing its residential division, so the Union filed a grievance. The grievance was contained in a June 4, 2009 letter from Cutty to David Willis. (Copy attached.) Appollo attempted to discuss the situation with Local 292 and on July 7, 2009 met with Cutty and Tony Maghrak, business manager for Local 292. The company's organizational structure and the history of the dual shop arrangement was explained at that time. (The agenda for that July 7, 2009 meeting is attached.) On July 10, 2009 Steven Cutty sent the company a letter (copy attached) indicating that the Union wanted to move the June 4 grievance through the grievance procedure under the Limited Energy multi-employer contract. On July 24, 2009 Appollo's legal counsel, Ryan Simafranca, sent Maghrak and Cutty a letter with attachments detailing the organizational and operational structure of the Appollo divisions and basically reiterating the information that had been supplied at the parties' July 7 meeting. (Copy attached.) The Union replied to that letter on August 4, indicating they wanted to schedule a "Step 3 Meeting" as part of the grievance process. It was clear from that letter that the Union was not interested in continuing the arrangement it had made with the company back in 2004 and honored until June 4, 2009. Cherioli was gone and so was the business manager, Jim Marold and the Union decided to change course. The Union has continued to try to schedule a Step 3 Meeting, evidenced by an August 6 letter to David Willis and a letter to me from its counsel Paul Iverson dated October 19. (Copies attached.)

Needless to say, the residential division employees have never had an opportunity to decide whether they want to be represented by Local 292. However, prior to filing the UC petition, the company proposed to Local 292 that the parties enter into a "card check" agreement whereby the company would "recognize" 292 as the representatives of its residential division employees if there was a verified showing of majority status. The Union rejected that offer. (See Iversen's October 19 letter.)

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Ms. Melissa M. Bentivolio

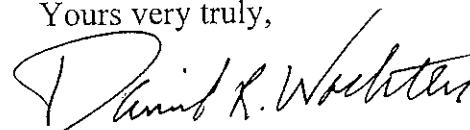
October 28, 2009

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The NECA/IBEW statewide CBA does not expire until September 30, 2010. (Copy attached.) We understand that the Board normally refuses to clarify a bargaining unit mid term. However, the Board has an exception to its mid term prohibition against processing UC petitions when the matter is also being considered in the grievance arbitration procedure. In those circumstances, the Board holds "that processing of the Employer's petition to confirm the historical exclusion of the disputed position is necessary to prevent the enforcement of a contradictory arbitration award." Ziegler, Inc., 333 NLRB No. 114 (2001) and Williams Transportation Co., 233 NLRB 837 (1977). In this case, the Company is simply asking the Board to confirm the historical exclusion of the residential employees from the bargaining unit – i.e., to preserve the status quo.

In conclusion, we urge the Board to clarify the existing bargaining unit to include the commercial division installers and technicians and exclude all residential division employees and all other employees. The factual background set forth in this letter may be obtained through interviews and/or affidavits from David and Guy Willis if the Board deems that necessary or appropriate. It is our hope that a hearing will not be necessary in this matter and that the clarification can be accomplished through the investigatory process. If you have any questions or need any additional information, please let me know.

Yours very truly,



Daniel R. Wachtler

DRW/kej

Enclosures

cc: David Willis (w/o encl.)

Williams & Iversen, P. A.

Attorneys at Law

Richard A. Williams, Jr.
Paul W. Iversen
Angela M. Rouillard
Stephen D. Gordon, Of Counsel

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• Labor • Employment • Litigation •

October 19, 2009

VIA FACSIMILE AND MAIL

Daniel R. Wachtler
Briggs & Morgan
2200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402-2157

PHONE: 612.977.8252/Dir
FAX: 612.977.8650

RE: IBEW Local 292 / Appollo Systems, Inc. // 812027

Dear Mr. Wachtler:

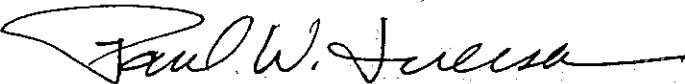
As we discussed over the telephone, IBEW Local 292 is proceeding with the grievance filed in this matter, rather than agreeing to your client's proposal of a card check agreement with respect to representation of the residential division employees. The Step 3 grievance meeting has been scheduled for Friday, October 23, 2009, 10:00am, at the NECA offices.

When we last spoke you were not certain whether your client would agree to participate in the Step 3 grievance meeting. If you and your client are willing to participate in the Step 3 grievance meeting, please let me know. If you are willing to participate in the meeting and it is at a time that is not convenience for you or your client, we are certainly willing to reschedule the meeting. If your client will not participate in the meeting, we will proceed with the meeting as scheduled in your client's absence.

Please let me know what you and your client have decided with respect to its position on further processing of this grievance.

Sincerely,

WILLIAMS & IVERSEN, P.A.


Paul W. Iversen

/clt

cc: Stephen Cutty

SIMAFRANCA LAW OFFICE
600 TWELVE OAKS CENTER DRIVE, SUITE 209
WAYZATA, MN 55391
TELEPHONE: 952-200-6678
FAX: 952-473-2987

July 24, 2009

Mr. Tony Maghrak
Mr. Stephen Cutty
IBEW Local 292
312 Central Avenue, Suite 292
Minneapolis, Minnesota 55414

RE: Appollo Systems, Inc. / Response to July 10, 2009 Letter

Dear Mr. Maghrak and Mr. Cutty:

Since our last meeting with you, Appollo Systems, Inc. ("Appollo") has assembled the attached information in support of the fact that its has run two separate businesses of which only the Commercial Division is unionized. As you are aware, Appollo's residential services has always been non-union and it was never intended that Appollo's residential services business would ever become unionized.

The attached information provides you with undisputed evidence proving that Appollo has two separate businesses with the following characteristics: two separate checking accounts (see checks), two separate books and accounting systems (see Appollo Systems Income Statement by Division For the Month Ended April 30, 2009), two separate management teams (see organization chart), two separate groups of employees with no cross over employment (see organization chart and separate payroll registers), two separate employee benefit plans (one for the Commercial Division and one for Appollo's residential services) and, lastly, two separate offices with separate entrances (see attached photographs).

It is our hope that you will recognize that it has always been Appollo's intent to run both a union business (Commercial Division) and a non-union business (Residential Services). This was both the IBEW Local 292's and Appollo's understanding when Appollo executed the original letter of assent. If you have any questions, please call me at the telephone number referenced above.

Sincerely,



Ryan D. Simafranca

cc: David Willis

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Appollo Systems - Commercial Division

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Appollo Systems - Commercial Division

**Appollo Systems
- Commercial Division**
6250 Sycamore Lane N, Suite 500B
Maple Grove, Mn 55369

Wells Fargo Bank, N.A.
Alexandria
Alexandria, MN 56308
17-1-910

5491

PAY

DATE

AMOUNT

TO THE
ORDER
OF

MEMO

27691

APOLLO SYSTEMS

6250 SYCAMORE LANE NORTH, SUITE 500B
MAPLE GROVE, MN 55369
PH. (763) 493-5821

WELLS FARGO BANK, N.A.
MAPLE GROVE, MN 55369
17-1-910

PAY TO THE
ORDER OF

\$

DOLLARS

MEMO

AUTHORIZED SIGNATURE

027697 0910000191251007869

APOLLO SYSTEMS

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APOLLO SYSTEMS

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Union Employee Benefits Summary

Benefit	Provider	Summary of Benefit	Cost
Medical Insurance	HealthPartners	<p>Choice 500-25 Plan Eligible 1st of month following 30 days of employment for employees working 30 hours per week Co-Pay: \$25 (Office Visit or Urgent Care) Deductible: \$500 per Member/\$1,500 per Family Out-of-Pocket Max: \$2,250 per Member/\$5,250 per Family Prescriptions: \$12 Generic/\$35 Brand Name/\$50 Non-Formulary Coinsurance: 80% after deductible is met</p>	<p>80% employer paid benefit. Rate based on age of employee, spouse and number of children. Please see rate sheet for specifics.</p>
Dental Insurance	Principal Life	<p>Eligible 1st of month following 30 days of employment for employees working 30 hours per week Preventative: \$0 deductible/100% coinsurance/\$1,000 maximum per year (Exams/Cleaning/X-Ray) Basic Procedure: \$50 deductible (\$150 family)/80% coinsurance/No maximum (Fillings/Root Canal/Non-surgical periodontics/Simple oral surgery) Major Procedure: \$50 deductible (\$150 family)/80% coinsurance/No maximum (General Anesthesia/Periodontal surgery/Crowns/Inlays/Bridges/Dentures/Complex oral) Orthodontia: \$0 deductible/50% coinsurance/\$2,000 maximum per lifetime</p>	<p>80% employer paid benefit. \$5.22 single per month \$17.33 family per month</p>
Group Term Life/AD&D Insurance	Principal Life	<p>Eligible 1st of month following 30 days of employment for employees working 30 hours per week Death Benefit: \$50,000 AD&D Benefit: \$50,000 Dependent Benefit: \$ 5,000 Benefit is convertible to individual policy upon termination.</p>	<p>80% employer paid benefit. \$1.58 ee per month .28 dependent/month</p>
Voluntary Term Life/ AD&D Insurance	Principal Life	<p>Eligible 1st of month following 30 days of employment for employees working 30 hours per week Employee: Min \$10,000/Max \$300,000 purchased in \$10,000 increments Guaranteed coverage to \$100,000 if elected within 30 days of employment Spouse: Min \$10,000/Max \$100,000 purchased in \$10,000 increments Guaranteed coverage to \$10,000 if elected within 30 days of employment Children: \$10,000 per child Benefit is convertible to individual policy upon termination.</p>	<p>Employee paid benefit. Rate based on age and smoking factor. See rate sheet for specifics.</p>
401k Retirement Plan	Local Union	<p>Benefit is offered through local union. Please call union representative for details.</p>	<p>Employee paid benefit.</p>
Short-Term Disability Insurance	Principal Life	<p>Eligible 1st of month following 30 days of employment for employees working 30 hours per week Premiums deducted after tax Receive 65% of base wage up to \$1,000 per week tax free Seven (7) day wait period Benefit lasts up to 12 weeks</p>	<p>80% employer paid benefit. \$.0029 x weekly wage</p>
Long-Term Disability Insurance	Principal Life	<p>Eligible 1st of month following 30 days of employment for employees working 30 hours per week Premiums deducted after tax Receive 65% of base wage up to \$4,000 per month tax free Ninety (90) day wait period (short-term disability covers the wait period) Benefit lasts up to two (2) years</p>	<p>80% employer paid benefit. \$.00046 x monthly wage</p>
Vision Insurance	Appollo Systems	<p>Eligible 1st of month following 30 days of employment for employees working 30 hours per week Benefit: \$100 per year with a maximum benefit of \$200 every 24 months</p>	<p>Employer paid benefit.</p>
Product Discount Program	Appollo Systems	<p>Eligible upon hire Ability to purchase products sold by Appollo Systems at a reduced price</p>	<p>See management for discount details.</p>
Direct Deposit	Appollo Systems	<p>Eligible upon hire Ability to have paychecks direct deposited in up to three checking or savings accounts</p>	<p>Employer paid benefit.</p>
Social Security/ Medicare	Social Security Administration	<p>Eligible upon hire Company pays 6.2% of income up to \$94,200 in wages for future social security benefits Company pays 1.45% of income with no maximum on earnings for future medicare benefits</p>	<p>Employer paid benefit. 7.65% of income up to \$94,200 in wages. 1.45% of income over \$94,200.</p>
Unemployment Benefit	State of MN	<p>Eligible upon hire Company pays a percentage of employees earnings to state and federal authorities in case employee becomes unemployed by Appollo Systems through no fault of their own.</p>	<p>Employer paid benefit.</p>



Residential Employee Benefits Summary

Benefit	Provider	Summary of Benefit	Cost
Medical	Medica	<p>MIC500-15 Plan Eligible 1st of month following 30 days of employment for employees working 30 hours per week</p> <p>Co-Pay: \$25/\$50/\$75 (depends on tier rate of clinic or hospital)</p> <p>Deductible: \$500 per Member/\$1,000 per Family</p> <p>Out-of-Pocket Max: \$2,300 per Member/\$5,000 per Family</p> <p>Prescriptions: \$15 Generic/\$25 Brand Name/\$50 Non-Formulary</p> <p>Coinsurance: 80%/70%/60% (depends on tier rate of clinic or hospital) after deductible is met</p>	<p>100% employer paid benefit for employee only.</p> <p>Rate based on age of employee, spouse and number of children. Please see rate sheet for specifics.</p>
Dental	Principal Life	<p>Eligible 1st of month following 30 days of employment for employees working 30 hours per week</p> <p>Preventative: \$0 deductible/100% coinsurance/\$1,000 maximum per year (Exams/Cleaning/X-Ray)</p> <p>Basic Procedure: \$50 deductible (\$150 family)/80% coinsurance/No maximum (Fillings/Root Canal/Non-surgical periodontics/Simple oral surgery)</p> <p>Major Procedure: \$50 deductible (\$150 family)/50% coinsurance/No maximum (General Anesthesia/Periodontal surgery/Crowns/Inlays/Bridges/Dentures/Complex oral)</p> <p>Orthodontia: \$0 deductible/50% coinsurance/\$1,000 maximum per lifetime</p>	<p>Employee paid benefit.</p> <p>\$24.69 single per month \$81.90 family per month</p>
Group Term Life/AD&D	Principal Life	<p>Eligible 1st of month following 30 days of employment for employees working 30 hours per week</p> <p>Death Benefit: \$50,000</p> <p>Benefit is convertible to individual policy upon termination.</p>	<p>100% employer paid benefit.</p>
Voluntary Term Life/ AD&D	Principal Life	<p>Eligible 1st of month following 30 days of employment for employees working 30 hours per week</p> <p>Employee: Min \$10,000/Max \$300,000 purchased in \$10,000 increments Guaranteed coverage to \$100,000 if elected within 30 days of employment</p> <p>Spouse: Min \$10,000/Max \$100,000 purchased in \$10,000 increments Guaranteed coverage to \$10,000 if elected within 30 days of employment</p> <p>Children: \$10,000 per child</p> <p>Benefit is convertible to individual policy upon termination.</p>	<p>Employee paid benefit.</p> <p>Rate based on age and smoking factor. See rate sheet for specifics.</p>
401k Retirement Plan	Principal Life	<p>Eligible 1st of quarter following 90 days of employment</p> <p>Defer up to 15% of salary pre-tax.</p> <p>Catch-up provisions allowed for individuals over 50.</p> <p>Company match of 50% up to 5% of salary with an annual maximum of \$500 per year.</p>	<p>Employer match up to \$500 per year.</p>
Long-Term Disability	Principal Life/ Illinois Mutual	<p>Eligible 1st of month following 30 days of employment for employees working 30 hours per week</p> <p>Premiums deducted after tax</p> <p>Benefits received tax free up to 66.67% of income (Installers Only) Optional rider available that pays employee all premiums paid but not collected at age 65</p> <p>FOR QUESTIONS OR TO ENROLL, CALL RICHARD KROLL AT PRINCIPAL LIFE - (952) 277-4269</p>	<p>Employee paid benefit.</p> <p>Rates based on age and health factors. Call Richard Kroll for details.</p>
Product Discount Program	Appollo Systems	<p>Eligible upon hire</p> <p>Ability to purchase products sold by Appollo Systems at a reduced price</p>	<p>See management for discount details.</p>
Direct Deposit	Appollo Systems	<p>Eligible upon hire</p> <p>Ability to have paychecks direct deposited in up to three checking or savings accounts</p>	<p>Employer paid benefit.</p>
Social Security/ Medicare	Social Security Administration	<p>Eligible upon hire</p> <p>Company pays 6.2% of income up to \$94,200 in wages for future social security benefits</p> <p>Company pays 1.45% of income with no maximum on earnings for future medicare benefits</p>	<p>Employer paid benefit.</p> <p>7.65% of income up to \$94,200 in wages. 1.45% of income over \$94,200.</p>
Unemployment Benefit	State of MN	<p>Eligible upon hire</p> <p>Company pays a percentage of employees earnings to state and federal authorities in case employee becomes unemployed by Appollo Systems through no fault of their own.</p>	<p>Employer paid benefit.</p>



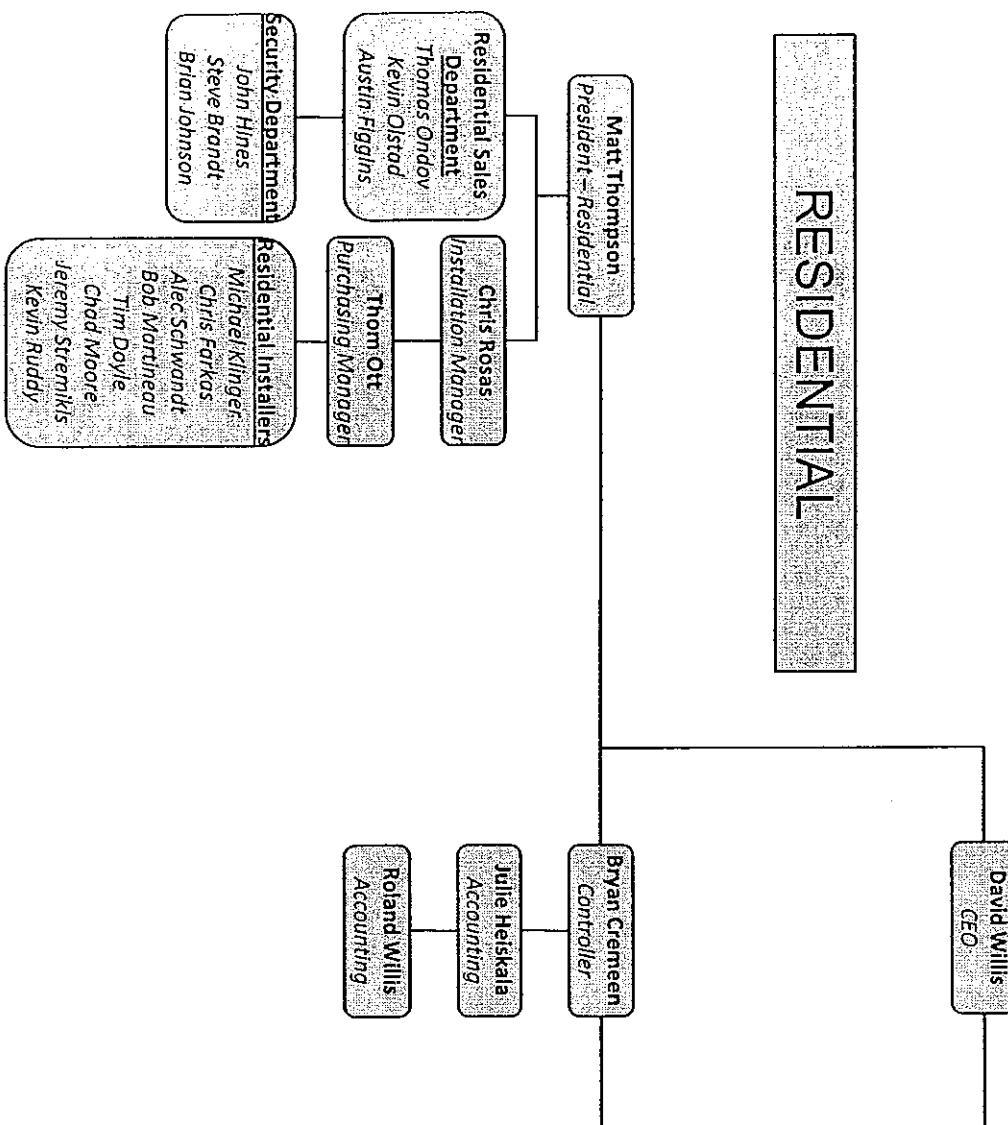
APOLLO

Commercial Services

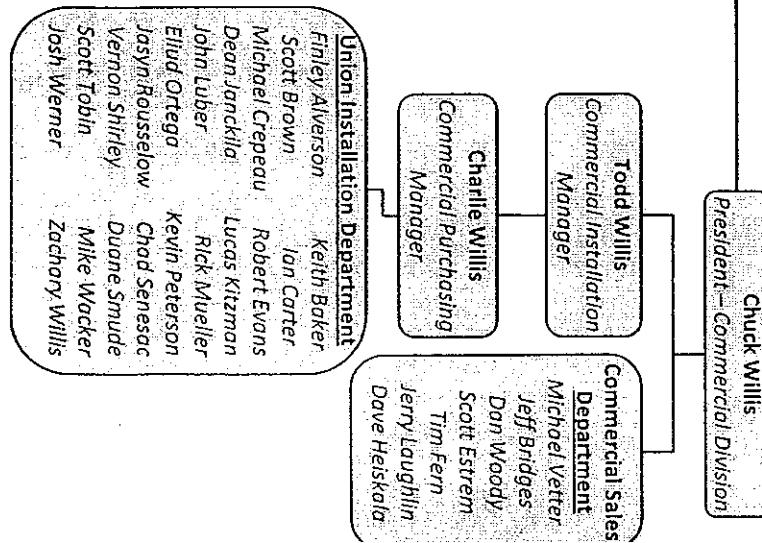
500

APOLLO SYSTEMS ORGANIZATIONAL CHART

RESIDENTIAL



COMMERCIAL DIVISION



APPOLLO SYSTEMS, INC.

AGENDA OF DISCUSSION
JULY 7, 2009

Persons Expected to Attend:

IBEW Local Union 292

Tony Maghrak
Stephen Cutty

Appollos Systems, Inc.

David Willis
Chuck Willis
Guy Willis, Jr.
Ryan Simafranca

In Re: Dispute as to Forced Unionization of Appollo Systems, Inc.

- History of Appollo Systems, Inc. - Focis, Inc. 1990
- Purchase of CSI of America on June 30, 2004
- First Contact with IBEW Local Union 292 - Tom Cherioli - 2004
- IBEW Local Union 292 Audits (2004 Audit and 2008 Audit for years 2005, 2006, and 2007)
- Slow down of Business
- Current Dispute with IBEW Local Union 292 (Stephen Cutty, Organizer)

LETTER OF ASSENT - A

In signing this letter of assent, the undersigned firm does hereby authorize¹ Minneapolis Chapter, NECA as its collective bargaining representative for all matters contained in or pertaining to the current and any subsequent approved² Limited Energy labor agreement between the

¹ Minneapolis Chapter NECA and Local Union³ 292, IBEW.

In doing so, the undersigned firm agrees to comply with, and be bound by, all of the provisions contained in said current and subsequent approved labor agreements. This authorization, in compliance with the current approved labor agreement, shall become effective on the⁴ 18th day of May, 2009.

It shall remain in effect until terminated by the undersigned employer giving written notice to the

¹ Minneapolis Chapter NECA and to the Local Union at least one hundred fifty (150) days prior to the then current anniversary date of the applicable approved labor agreement.

The Employer agrees that if a majority of its employees authorize the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the NLRA Section 9(a) collective bargaining agent for all employees performing electrical construction work within the jurisdiction of the Local Union on all present and future jobsites.

In accordance with Orders issued by the United States District Court for the District of Maryland on October 10, 1980, in Civil Action HM-77-1302, if the undersigned employer is not a member of the National Electrical Contractors Association, this letter of assent shall not bind the parties to any provision in the above-mentioned agreement requiring payment into the National Electrical Industry Fund, unless the above Orders of Court shall be stayed, reversed on appeal, or otherwise nullified.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

Focis, Inc. d/b/a Appollo Systems

⁵ Name of Firm
6250 Sycamore Lane #500 B Phone - 763-493-5821

Street Address/P.O. Box Number
Maple Grove, Mn 55369 Fax - 763-493-6346

City, State (Abbr.) Zip Code

⁶ Federal Employer Identification No.: 41-1663886

SIGNED FOR THE EMPLOYER

BY⁷ _____
(original signature)
NAME⁸ David A. Willis

TITLE/DATE President/CEO

SIGNED FOR THE UNION³ 292, IBEW

BY⁷ _____
(original signature)
NAME⁸ Tony Maghrak

TITLE/DATE Business Manager

INSTRUCTIONS (All items must be completed in order for assent to be processed)

¹ NAME OF CHAPTER OR ASSOCIATION

Insert full name of NECA Chapter or Contractors Association involved.

² TYPE OF AGREEMENT

Insert type of agreement. Example: Inside, Outside Utility, Outside Commercial, Outside Telephone, Residential, Motor Shop, Sign, Tree Trimming, etc. The Local Union must obtain a separate assent to each agreement the employer is assenting to.

³ LOCAL UNION

Insert Local Union Number.

⁴ EFFECTIVE DATE

Insert date that the assent for this employer becomes effective. Do not use agreement date unless that is to be the effective date of this Assent.

⁵ EMPLOYER'S NAME & ADDRESS

Print or type Company name & address.

⁶ FEDERAL EMPLOYER IDENTIFICATION NO.

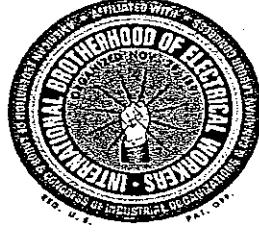
Insert the identification number which must appear on all forms filed by the employer with the Internal Revenue Service.

⁷ SIGNATURES

⁸ SIGNER'S NAME

Print or type the name of the person signing the Letter of Assent. International Office copy must contain actual signatures-not reproduced-of a Company representative as well as a Local Union officer.

A MINIMUM OF FIVE COPIES OF THE JOINT SIGNED ASSENTS MUST BE SENT TO THE INTERNATIONAL OFFICE FOR PROCESSING. AFTER APPROVAL, THE INTERNATIONAL OFFICE WILL RETAIN ONE COPY FOR OUR FILES, FORWARD ONE COPY TO THE IBEW DISTRICT VICE PRESIDENT AND RETURN THREE COPIES TO THE LOCAL UNION OFFICE. THE LOCAL UNION SHALL RETAIN ONE COPY FOR THEIR FILES AND PROVIDE ONE COPY TO THE SIGNATORY EMPLOYER AND ONE COPY TO THE LOCAL NECA CHAPTER.



VOLUNTARY RECOGNITION LETTER

To: David A. Willis:

This will confirm the fact that on _____, 2009 at _____ you met with Stephen Cutty to discuss IBEW Local Union 292's request that you recognize it as the NLRA Section 9(a) collective bargaining representative of all of your employees performing electrical construction work within the jurisdiction of this local union on all present and future jobsites, which we both agree is a unit appropriate for bargaining under Section 9(a) of the National Labor Relations Act.

Stephen Cutty presented to you authorization cards demonstrating that a majority of your employees have designated Local Union 292 to represent them for collective bargaining purposes. You examined the cards and agreed that the local union has the support of a majority of the bargaining unit employees. Based on that showing of majority support, you have recognized the local union as the NLRA Section 9(a) collective bargaining representative as described above.

Authorizing Signature Contractor
Focis, Inc. d/b/a/ Appollo Systems

Business Manager
Tony Maghrak

Is
opeiu #12, afl-cio

LETTER OF ASSENT - A

In signing this letter of assent, the undersigned firm does hereby authorize¹ MINNEAPOLIS CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION (N.E.C.A.) as its collective bargaining representative for all matters contained in or pertaining to current and any subsequent approved² LIMITED ENERGY AGREEMENT labor agreement between the MINNEAPOLIS CHAPTER N.E.C.A. and Local Union³ 292, IBEW.

In doing so, the undersigned firm agrees to comply with, and be bound by, all of the provisions contained in said current and subsequent approved labor agreements. This authorization, in compliance with the current approved labor agreement, shall become effective on the 1ST day September, 2004. It shall remain in effect until terminated by the undersigned employer giving written notice to MINNEAPOLIS CHAPTER, N.E.C.A. and to the Local Union at least one hundred fifty (150) days prior to the then current anniversary date of the applicable approved labor agreement.

The Employer agrees that if a majority of its employees authorize the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the NLRA Section 9(a) collective bargaining agent for all employees performing electrical construction work within the jurisdiction of the Local Union on all present and future jobsites.

In accordance with Orders issued by the United States District Court for the District of Maryland on October 10, 1980, in Civil Action HM-77-1302, if the undersigned employer is not a member of the National Electrical Contractors Association, this letter of assent shall not bind the parties to any provision in it or otherwise nullified.

**SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW
FOCIS, INC. d/b/a/ Appollo Systems**

* Name of Firm

6250 Sycamore Lane, #500

Phone - 763-390-6066

Street Address/P.O. Box Number

Maple Grove, MN 55369

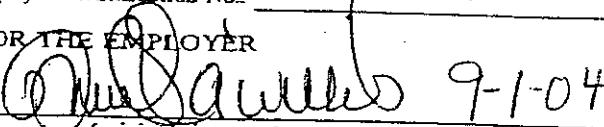
Fax - 763-493-6346

City, State (Abbr.) Zip Code

* Federal Employer Identification No.: - 41- 663886

SIGNED FOR THE EMPLOYER

BY:

 9-1-04

(original signature)

NAME: David A. Willis

SIGNED FOR THE UNION³ 292, IBEW

BY:

(original signature)

NAME: JIM MAROLD

TITLE/DATE President/CEO BUSINESS MANAGER

INSTRUCTIONS: (All items must be completed in order for assent to be processed)

* EMPLOYER'S NAME & ADDRESS

Print or type Company name & address.

* FEDERAL EMPLOYER IDENTIFICATION NO.

Insert the identification number which must appear on all forms filed by the employer with the Internal Revenue Service.

* SIGNATURES

* SIGNER'S NAME

Print or type the name of the person signing the Letter of Assent. International Office copy must contain actual signatures-not reproduced of a Company representative as well as a Local Union officer.

MINIMUM OF FIVE COPIES OF THE JOINT SIGNED ASSENTS MUST BE SENT TO THE INTERNATIONAL OFFICE FOR PROCESSING. AFTER APPROVAL, THE INTERNATIONAL OFFICE WILL RETAIN ONE COPY FOR OUR FILES, FORWARD ONE COPY TO THE IBEW DISTRICT VICE PRESIDENT AND RETURN THREE COPIES TO THE LOCAL UNION OFFICE. THE LOCAL UNION SHALL RETAIN ONE COPY FOR THEIR FILES AND PROVIDE ONE COPY TO THE SIGNATORY EMPLOYER AND ONE COPY TO THE LOCAL NECA CHAPTER.

IMPORTANT: These forms are printed on special paper and no carbon paper is required for duplicate copies. Remove from the envelope.

September 1, 2004

Tom

Please find attached the check for July and August for all rehired Commercial Division employees as to avoid any gap in their benefits per your request.

1

17044

APPOLLO SYSTEMS
6250 SYCAMORE LANE NORTH, SUITE 500B
MAPLE GROVE, MN 55369
PH. (763) 493-5821

WELLS FARGO BANK, N.A.
MAPLE GROVE, MN 55369
17-1-910

9/1/2004

PAY TO THE IBEW
ORDER OF

\$ **13,815.28

Thirteen Thousand Eight Hundred Fifteen and 28/100*****
IBEW

DOLLARS

09/01/2004 10:09 AM 251007869111

MEMO

Security Features Included. Details on back.



"Your Complete Electronics Systems Experts"

August 20, 2004

Mr. Tom Cherioli
IBEW
United Labor Center
312 Central Ave., Suite 312
Minneapolis, MN 55414

RE: Requested Information Per Our August 20, 2004 Conversation

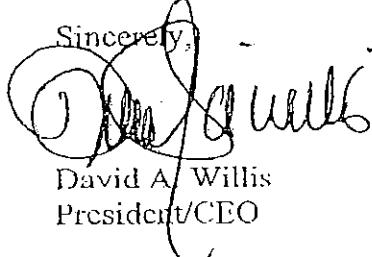
Dear Tom:

It was a pleasure speaking to you today. Here is the information that you requested to put together the letter of assent.

Focis, Inc. d/b/a Appollo Systems
6250 Sycamore Lane, #500
Maple Grove, MN 55369
Federal ID # 41-1663886
David A. Willis, President/CEO

Thank you for your assistance in this matter. Please feel free to contact me with any other issues or questions that you might have. If possible, we would like to have this change to be effective as of September 1, 2004. Please call me if it will not be effective as of that date at (763) 390-6066.

Sincerely,



David A. Willis
President/CEO

LETTER OF ASSENT - A

In signing this letter of assent, the undersigned firm does hereby authorize 'MINNEAPOLIS CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION (N.E.C.A.)

as its collective bargaining representative for all matters contained in or pertaining to th

current and any subsequent approved 'MN SOUND PUBLIC ADDRESS COMMUNICATION labor agreement between the

'MINNEAPOLIS CHAPTER N.E.C.A. and Local Union ' 292, IBEW

In doing so, the undersigned firm agrees to comply with, and be bound by, all of the provisions contained in said current and subsequent approved labor agreements. This authorization, in compliance with the current approved labor agreement, shall become effective on the ' 13TH day of JANUARY, 1999. It shall remain in effect until terminated by the undersigned employer giving written notice to the

'MINNEAPOLIS CHAPTER N.E.C.A. and to the Local Union at least one hundred

fifty (150) days prior to the then current anniversary date of the applicable approved labor agreement.

The Employer agrees that if a majority of its employees authorize the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the NLRA Section 9(a) collective bargaining agent for all employees performing electrical construction work within the jurisdiction of the Local Union on all present and future jobsites.

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**SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW
CONNECTIVITY SOLUTIONS INC OF MN**

Name of Firm

10900 73RD AVENUE NORTH SUITE 124

Street Address/P.O. Box Number

MAPLE GROVE MN 55369

City, State (Abbr.) Zip Code

* Federal Employer Identification No.: 41-1918141

SIGNED FOR THE EMPLOYER

BY Guy A. Willis Jr.

(original signature)

NAME ⁸

GUY A. WILLIS JR.

TITLE/DATE

SIGNED FOR THE UNION ' 292, IBEW

BY Jerry Westerholm

(original signature)

NAME ⁹

JERRY WESTERHOLM

TITLE/DATE BUSINESS MANAGER

INSTRUCTIONS (All items must be completed in order for assent to be processed)

¹ NAME OF CHAPTER OR ASSOCIATION

Insert full name of NECA Chapter or Contractors Association involved.

² TYPE OF AGREEMENT

Insert type of agreement. Example: Inside, Outside Utility, Outside Commercial, Outside Telephone, Residential, Motor Shop, Sign, Tree Trimming, etc. The Local Union must obtain a separate assent to each agreement the employer is assenting to.

³ LOCAL UNION

Insert Local Union Number.

⁴ EFFECTIVE DATE

Insert date that the assent for this employer becomes effective. Do not insert agreement date unless that is to be the effective date of this Assent.

⁵ EMPLOYER'S NAME & ADDRESS

Print or type Company name & address.

⁶ FEDERAL EMPLOYER IDENTIFICATION NO.

Insert the identification number which must appear on all forms filed by the employer with the Internal Revenue Service.

⁷ SIGNATURES

⁸ SIGNER'S NAME

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IMPORTANT: These forms are printed on special paper and no carbon paper is required for duplicate copies. Remove from the pad enough copies of the form for a complete set and complete the form.

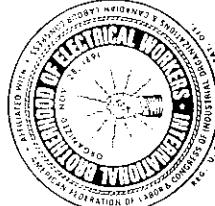
MINNESOTA LIMITED ENERGY
AGREEMENT

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



December 19, 2007 - September 30, 2010



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This Agreement, made and entered into this nineteenth day of December, 2007, by and between the Minneapolis, St. Paul and Twin Ports Arrowhead Chapters, National Electrical Contractors Association (NECA) on behalf of its Limited Energy Contractors who employ Technicians and Installers under the terms and conditions contained herein and who have signed a Letter of Assent to be bound by this Agreement for its duration as set forth in Article I below, and Local Unions #110, #242, #292, #294, and #343 of the International Brotherhood of Electrical Workers, AFL-CIO.

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

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

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

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

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

It is the continuing policy of the Employers and local Unions signatory to this Agreement that the provisions of this Agreement shall be applied to all covered Employees without regard to race, color, creed, religion, age, national origin, sex,

sexual orientation, marital status, whether disabled or veteran.

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

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

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

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

SECTION 1.01. DURATION - This Agreement shall take effect December 19, 2007 and shall remain in effect from year to September 30, 2010. It shall continue in effect from the 31st year thereafter from the 1st day of October through the 31st day of September of each succeeding year, unless changed or terminated in the way later provided herein.

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

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

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

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

Radio
Television
Recording
Music
Voice Sound
Telephone
Microwave
Satellite
Data Transmission
Vision Production
and Reproduction
Inherdict - for application
of fiber optic, communication,
and signal wiring

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

The installation of air sampling systems.

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

(e) Provided that all such work as outlined above is on power limited circuits as defined by the National Electrical Code.

(f) Prior to November 1, 2008, the Labor Management Committee will identify additions to the Scope of Work, which may be incorporated into the terms and conditions of the Agreement. Nothing in this section will be construed to limit the rights of the parties to the Agreement to negotiate side letters addressing expansions to Scope of Work.

(g) Any dispute over this section shall be resolved per the grievance procedure as outlined in Article II.

SECTION 1.05. DUES DEDUCTION - The Employer, upon receipt of written authorization signed by the Employee and such other person as may be legally required (which authorization shall be irrevocable for a period of one (1) year or upon the termination of this Agreement, whichever occurs sooner) shall deduct from such Employee's paycheck the Employee's Union dues, and remit same to the duly authorized representative of the Union on a monthly basis. Also, the Employer agrees to deduct quarterly (January, April, July and October), the international dues.

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

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.

SECTION 1.06. UNION CONFERENCES

(a) Employer-Union Conferences - The Employer agrees to meet and confer with representatives of the Union at reasonable times on any and all questions or matters relative to the terms and conditions of this Agreement. Authorized representatives of the Union shall be allowed access to premises of the Employer or property where members of the Union are employed under this Agreement to inspect or investigate operations of the Employer, for compliance with the terms and conditions herein.

(b) Union-Employee - The Union agrees to notify the Employer in the event they wish to have a conference with a bargaining unit Employee. Such conferences shall not interfere with the Employer's business and shall not interrupt Employees while working without the permission of the Employer.

SECTION 1.07. STEWARDS - A Shop Steward shall be appointed by the Union. The duties of the Steward shall be to see that this Agreement is lived up to by the parties hereto and to see that all opportunities for overtime are equally and impartially allotted as far as practical. The Employer shall be notified in writing and furnished the name of the Steward. The Steward shall not be discriminated against in any way for the faithful performance of his/her duties.

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

SECTION 1.09. SUBCONTRACTING AND RECOGNITION - The Employer agrees not to subcontract work normally performed by the Employees under this Agreement in order to deprive Employees of work. The Employer can subcontract cable installation work normally performed by the Employees under this Agreement, provided it does not deprive active Employees of a forty (40) hour work week. The Employer agrees to advise the Union of any

such decision prior to its implementation. The Employer agrees to subcontract electrical work to contractors recognizing the I.B.E.W. or one of its local Unions when the Employer determines it is possible.

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

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

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

SECTION 1.13. JOBSITE PERSONNEL REQUIREMENTS AND RATIOS -

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

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

SECTION 1.14. MANAGEMENT RIGHTS - The Union understands the Employer is responsible to perform the work required by the customer. The Employer shall therefore have no restrictions except those specifically provided for in the Collective Bargaining Agreement in planning, directing and controlling the operation of all his/her work, in deciding the number and kind of Employees to properly perform the work, in hiring and laying off Employees, in transferring Employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as foreman, in requiring all Employees to observe the Employer's and/or Customer's rules and regulations not inconsistent with this Agreement, in requiring all Employees to observe all safety regulations, and in discharging Employees for proper cause.

SECTION 1.15. NON-RESIDENT EMPLOYERS - Any firm located outside of the jurisdiction of the Locals signatory to this Agreement who perform work under the scope of this Agreement within the jurisdiction of this Agreement shall not be allowed to bring more than one (1) non-resident bargaining unit Employee into the jurisdiction, after having completed the necessary requirements of signing a Letter of Assent to this Agreement with the Local in which the work is to take place and fulfilling any present or future State licensing requirements.

ARTICLE II GRIEVANCES AND ARBITRATION

Either party may process a grievance under this Article.

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

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

Step 2. If the matter is not resolved in Step 1 above it shall be reduced to writing. The written grievance shall spell out the provisions of the contract violated and the relief sought and shall be presented to the other party within fourteen (14) calendar days of the occurrence or the payday, if wages are involved. Within ten (10) calendar days following receipt of the written grievance the recipient shall supply the grieved party with a written response to the grievance. If the matter is not resolved by the written response to the grievance, it shall be referred to Step 3. The grieved party shall send a copy of the written grievance to NECA.

Grievances shall be deemed not to exist and shall be waived unless the time limits for discussing and filing the grievance set forth in Step 1 and Step 2 are met.

Step 3. The grieved party will schedule a meeting between the Employer, the Union, and a NECA representative within fourteen (14) calendar days of the written response to discuss the grievance and attempt to resolve it. If the grievance is not resolved, the grieved party may submit a written request to the Chair and Secretary of the Joint Labor Management Committee, which will hear the grievance and make a final and binding decision. If the Labor Management Committee cannot agree on how to resolve the matter, the grievance will be processed under Section 2.02 of this Agreement.

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

(a) Upon a request for arbitration the parties shall attempt to select a neutral arbitrator to hear the matter. In the event an arbitrator cannot be agreed upon within seven (7) calendar days from the date of the receipt of the written

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

ARTICLE III **ECONOMIC CONDITIONS**

SECTION 3.01. NORMAL WORK DAY -

- (a) The normal work day shall be eight (8) consecutive hours between 7:00 a.m. and 5:30 p.m. exclusive of a mandatory unpaid meal period of not less or more than thirty (30) minutes, unless a four day week of ten (10) hour days is scheduled by mutual agreement between the Employer and the Employee(s). However, the work day may begin as early as 6:00 a.m. if it is mutually agreed to between the Employer and Employee(s).

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(b) The Employer shall have the right to establish work days of other than between 6:00 a.m. and 5:30 p.m. upon five (5) calendar days posted notice or upon agreement by the Employee being rescheduled.

(c) Employers will not schedule more than 16 hours of continuous work for an Employee and an Employee will not work more than 16 continuous hours.

SECTION 3.02. NORMAL WORK WEEK -

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

(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.

SECTION 3.03. SHIFT PREMIUM - Employees scheduled to a work day of other than between the hours of 6:00 a.m. to 5:30 p.m. shall receive a shift premium of 5% of the regular hourly rate of pay per hour for all hours worked, in addition to the Employee's rate of wages.

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 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.)

(b) Hours worked on a sixth (6th) day 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 sixth (6th) day shall be paid at the rate of two (2) times the Employee's rate of wages.

(c) Hours worked on a Sunday shall be paid at the rate of two (2) times the Employee's rate of wages.

(d) Hours worked on a holiday, as established by this Article,

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Section 3.08 shall be paid at the rate of one and one-half (1&1/2) times the Employee's rate of wages, in addition to the holiday pay, for all hours worked.

(e) Employers shall attempt to distribute overtime equally among Employees qualified to perform the available work.

(f) When Employees are requested to work overtime, they shall be given at least four (4) hours' notice by the Employer when practicable.

SECTION 3.05. WAGES AND JOB CLASSIFICATIONS.

(a)

EFFECTIVE DATE	11/1/2007	10/1/2008	10/1/2009
General Foreman	\$31.50	\$32.67	\$33.85
Foreman Technician	\$30.95	\$32.10	\$33.26
Journeyman Technician	\$29.87	\$30.98	\$32.09
Senior Technician	\$26.88	\$27.88	\$28.88
Technician	\$23.91	\$24.79	\$25.68
Journeyman Installer	\$20.91	\$21.68	\$22.46
Installer 6	\$19.42	\$20.14	\$20.87
Installer 5	\$17.93	\$18.59	\$19.26
Installer 4	\$16.43	\$17.04	\$17.65
Installer 3	\$14.94	\$15.49	\$16.05
Installer 2	\$13.44	\$13.94	\$14.44
Installer 1	\$11.96	\$12.40	\$12.85

(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 12/21/00 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 I Fire, NICET I Audio, NICET I 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 networking class; and have obtained one of the following: NICET II Fire, NICET II Audio, BICSI Installer 2, 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 networking class; and have obtained one of the following: NICET III Fire, NICET III Audio, BICSI Technician, 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.

(c) Employees who were indentured into the JATC Technician Training Program on 11/1/04 will have the option to complete the program. Those who do so will remain classified as they were on 2/29/04 (that is,

Technician 1-6) and will progress through those classifications to Journeyman Technician after 800 hours, a minimum of 6 months time elapsed, and satisfactory progress in apprentice school.

(d) Technicians may install and service any of the systems outlined in Article I, Section 1.04 - Scope of Work.

(e) An Installer may perform the work described as "peripheral devices and/or wiring" to include pulling cable, terminating cable and splicing, as well as testing of cable, installation of devices, and to assist in the testing of the system at cut over time, but no work at the "head-end" without direct supervision by a Journeyman Technician or Technicians.

(f) Licensing - In the event of any applicable changes in the regulations or licensing of workers covered under the scope of this Agreement, such changes shall be incorporated into the terms of this Agreement.

(g) Call Back - Employees called back to work after completing their days assignment shall be paid at the applicable rate of pay from the time they leave home until the time they return home. Employees required to work on a sixth (6th) or seventh (7th) consecutive day or on a holiday shall be paid for not less than four (4) hours pay at the Employee's applicable rate of pay.

(h) 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 \$15.00 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 \$30.00 per day for the period 8:00 a.m. to 7:59 a.m. on Saturday, Sunday and Holidays.

If an Employee is called out to work while assigned to a standby status, the prevailing overtime rates established by this Article, Section 3.05, shall apply. The standby premium shall be in addition to any hours worked.

(i) Foreman -

- (1) When a fourth (4th) person is assigned to a job, one (1) Employee shall be designated by the Employer and shall perform the duties and responsibilities of Foreman Technician and shall receive the wage rate as such.

- (2) When a sixth (6th) person is assigned to a job, one (1) Employee shall be designated by the Employer and shall perform the duties and responsibilities of a General Foreman and shall receive the wage rate as such. Assignment will be in lieu of Foreman Technician as identified in (1) above.

- (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.

- (4) Show-Up Pay - Employees who are not notified at least one hour prior to the scheduled start time not to report to work, and who report to work, shall be guaranteed a minimum of two hours at straight time, (and paid overtime for time worked if/when applicable).

SECTION 3.06. PAYMENT OF WAGES - Wages shall be paid weekly by Friday on the Employer's time and not more than seven (7) days' time shall be withheld. A receipt showing all wage and fringe benefit deductions required by law and deductions covered by this Agreement shall be furnished to the Employee weekly and a record of the receipt shall be maintained by the Employer. The Employer may mail payroll checks/receipts to his Employees covered hereunder provided they are postmarked no later than Wednesday prior to the Friday pay date, as provided in this section.

SECTION 3.07. VACATIONS -

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 <i>The last day of the month of the Employee's...</i>	Date of Hire
First Year	5 days	40 hrs.	3.33 hrs.	
Second - Fourth Year	10 days	80 hrs.	6.66 hrs.	1st Anniv.
Fifth - Sixth Year	12 days	96 hrs.	8 hrs.	4th Anniv.
Seventh - Eighth Year	14 days	112 hrs.	9.33 hrs.	6th Anniv.
Ninth - Tenth Year	16 days	128 hrs.	10.66 hrs.	8th Anniv.
Eleventh Year	18 days	144 hrs.	12 hrs.	10th Anniv.
Twelfth Year and Beyond	20 days	160 hrs.	13.33 hrs.	11th Anniv.

(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 year. Verification of past experience under this Agreement is the responsibility of the Employee and the Union. This information shall be provided to the Employer within thirty (30) days of the date of hire.

SECTION 3.08. HOLIDAYS -

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

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

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

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

(b) Vacation must be used within 365 days after it is earned, unless vacation is not taken because of the Employer's inability to schedule the time off, in which case vacation may be carried over for sixty (60) days. Vacation not taken within these prescribed limits will be paid to the Employee.

(c) The granting of vacation requests shall be at the discretion of the Employer depending upon business conditions, workload and number of requests which have been made. However, vacation requests which have been approved in writing may not be revoked. Vacation must be taken and paid in four-hour increments. Employees who have a workweek of four (4) 10-hour days must take and be paid vacation in 5-hour increments.

(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) hours pay at the Employee's straight time hourly rate of pay for each listed holiday.

SECTION 3.09. SICK LEAVE - Effective January 1, 2008.

Employee accrual of sick time as outlined in prior versions of the Limited Energy Agreement will cease. Employees will retain accumulated sick leave, and its management and use will be subject to terms and conditions contained herein. The Employer shall have the right to request satisfactory proof or written medical evidence before an Employee is entitled to sick pay.

SECTION 3.10. TRAVEL TIME AND MILEAGE .

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

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

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

Employee to report. "Residence" shall be construed as the Employee's home address as on file with the Employer.

(a) Employees shall be responsible for reporting to the Employer's shop or any assignment as directed by the Employer and being ready for work at the established starting time. Employees shall remain at the assigned work location until the established quitting time unless otherwise directed by the Employer.

(b) When an Employee's commute requires the payment of time and mileage as outlined below in (c) and (d), the Employer may require the Employee to be at the assignment at the designated starting time. If the Employer exercises such option, the Employer will not be required to pay overtime, and total daily incurred travel time will be taken at the end of the day.

(c) An Employee who lives inside the travel zone:

- (1) Will receive no payment for travel time and mileage when:
 - (i) He/she is required by the Employer to originally report to the Employer's shop
 - (ii) He/she is required by the Employer to report to an assignment within the travel zone boundary.
 - (iii) He/she is returning to his/her residence from the Employer's shop or from an assignment within the travel zone boundary upon the completion of the work day.
- (2) Will receive payment for travel time and mileage when:
 - (i) He/she is traveling to an assignment that is outside the travel zone, and the Employee's residence is more than thirty (30) miles from the travel boundary nearest the assignment. Only those miles driven outside the travel zone will receive reimbursement for time and mileage.
 - (ii) He/she is traveling to an assignment outside the travel boundary or from the assignment outside

- the travel boundary to the Employee's residence, when the Employee's residence is less than thirty (30) miles from the travel boundary nearest the assignment. The Employee will be paid for time and mileage after he/she travels thirty (30) miles.
- (d) An Employee who lives outside the travel zone:
- (1) Will receive no payment for travel time and mileage when:
 - (i) He/she can travel by direct route to an assignment outside the travel zone without entering the travel zone and the distance from his/her residence to the assignment is thirty (30) miles or less.
 - (ii) He/she is required by the Employer to originally report to the Employer's shop.
 - (iii) He/she is required by the Employer to report to an assignment within the travel zone boundary.
 - (2) Will receive payment for travel time and mileage when:
 - (i) He/she can travel between his/her residence and a jobsite without entering the travel zone. A circle with a 20-mile radius will be centered on his/her residence, and travel time and mileage will be paid when that circle is exited.
 - (ii) During the course of the Employee's commute, the travel zone is entered and subsequently exited. Mileage and travel time will be considered from the point the zone is exited.
- (e) Employees assigned to a job outside of the "travel zone" and who are required by the Employer to remain overnight:
- (1) Shall be credited with a minimum of eight (8) hours work for the day the Employee travels to the job. If the Employee travels on a normal work day and travel time takes less than eight (8) hours, the Employee shall report to the job site and commence work until the completion of the normal work day;

- (2) Shall be credited with a minimum of eight (8) hours work for every normal day the Employee is required to remain overnight, excluding a sixth (6th) or seventh (7th) consecutive work day not worked;
- (3) Shall be credited with actual travel time for the day the Employee returns from the job (portal to portal);
- (4) Shall be compensated for necessary room, board, and other expenses; and
- (5) Shall be compensated \$30.00 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. Employees using a personal vehicle shall not be held financially responsible for material, equipment, or tools of the Employer, provided, Employees may be subject to discipline by the Employer for the willful or repeated loss or damage of such materials, equipment, or tools.
- (g) The Employer shall not require an Employee using 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 \$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 \$12.00 per day.
- (i) Employees using their personal vehicle during the course of company business will insure the vehicle with liability insurance in an amount equal to or greater than the statutory requirements. The Employee shall also provide the Employer with a certificate of insurance furnished by the Employee's insurance company.

SECTION 3.11. HEALTH/WELFARE INSURANCE

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

(a) Employee's Local Union Health Benefit Plan:

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

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

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

Benefits provided under an Employer plan will be "comparable" to benefits provided under the Employees' local Union health benefit plan. Annually, the Employer shall provide to the Union a copy of the Employer plan, including a schedule of benefits. In the event there is a change in benefits made under the Employer plan, the Union shall be notified in a timely manner and provided with a copy of the revised benefit schedule. The Employer shall also provide the Union with proof of payment of insurance premiums in the form of a

certificate of insurance, with thirty (30) day notice of cancellation, as well as a list of the Employees covered under the Employer provided plan.

(c) Eligibility:

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

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

(e) 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 cost-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.

SECTION 3.12. ANNUITY - The Employer shall contribute on a monthly basis five and three-quarters percent (5.75%) 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 3.13. 401K PLAN - Each Employee shall be able to select a dollar amount, as determined by the boards of

trustees and applicable laws, to be deducted from his/her base wage and paid to the I.B.E.W. Local sponsored 401(k) Plan. The Local will administer enrollment and participation, and the Plan will indemnify and hold harmless the Employers with respect to any claims arising out of or relating to the Plan or its administration. Contributions will be forwarded to the Plan Administrator, as designated by the Local and indicated on monthly payroll reports. Changes will be made quarterly with respect to amounts to be withheld for contributions.

SECTION 3.14. NEBF PENSION - It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the Employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the National Board or is assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provision of the Restated Employees Benefit

Agreement and Trust shall also constitute a breach of this Agreement.

SECTION 3.15. RECEIVING AGENCY -

(a) Appointment of Receiving Agent - The I.B.E.W. Local Unions signatory to this Agreement, their individual health care plans and defined contribution plans hereinafter collectively referred to as the "Principals" are directed to enter into such agreements and take such other actions as may be necessary for the purpose of appointing a receiving agent (whether a corporation or one or more individuals) for the purpose of receiving all contributions and reports required by the provisions of Article III, Section 3.13 of this Labor Agreement to be paid to and filed with each of the aforesaid Principals. The payment in full contributions to or the filing of all reports with any receiving agent so appointed shall be payment to the Principal and shall fully discharge the Employer's obligations to make contributions and reports to the Principals. The receiving agent so appointed by the Principals shall, upon receipt of such contributions and reports, forward the same immediately to the appropriate Principal. The receiving agent so appointed shall have such authority and responsibilities as the Principals may grant the receiving agent pursuant to such agreement.

(b) Collection Authority - The receiving agent shall in all events have the authority to sue for and collect and give quittance for all monies due any and all of the said Funds in its own names or in the name of the Principals jointly or severally. All Principals shall pay their proportionate share of the compensation of and the expenses incurred by the receiving agent so that no Principal is directly or indirectly supporting any of the operations of any other Principal.

(c) Delinquencies and Collections -

(1) The Employer shall promptly furnish to the authorized auditors employed by the Trustees of any fringe benefit fund, on demand, all necessary employment, personnel, or payroll records, and these

records only, relating to its former and present Employees who perform work covered by this Agreement, including any relevant information that may be required in connection with the administration of the fringe benefit fund, for their examination, whenever such examination is deemed necessary by the Trustees.

(2) An Employer shall be considered "Delinquent" for a particular work month if its required report and full payment for that month are not postmarked on or before the fifteenth (15th) day of the following month (the "due date"), irrespective of whether such delinquency is willful or otherwise.

(3) The Trustees of any fringe benefit fund, may for the purpose of collecting any payments required to be made to such funds, including damages and costs and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief, and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement. In the event it becomes necessary to commence any such legal, equitable or administrative action against any Employer, such Employer shall be obligated to pay to the respective fringe benefit fund, or funds, attorney's reasonable fees, as well as any court reporter fees, and the actual costs of effecting service of papers.

(d) Payroll reports shall be filed by all signatory contractors and be made out complete. Payroll reports which are incomplete will be returned to the Employer. Employers who fail to file monthly or who file incomplete reports will be assessed a fine of \$500.00 beginning with the second instance within a 12 month period.

(e) I.B.E.W. locals covered by this Agreement will supply to or assist in providing for Employers covered by this Agreement, statistical information indicating the total number of hours worked by NFCA contractors on a monthly basis.

SECTION 3.16. WAGE-FRINGE BOND - Any Employer who is delinquent for two (2) work months in any 12-month period must furnish a Wage Fringe Bond, or the equivalent in an amount to be determined by the Labor Management Committee for a period of a minimum of 12 consecutive months following the last month of a delinquency attributable to that Employer.

SECTION 3.17. LEAVES OR ABSENCE. -

- (a) **Military Service** - In the event an Employee enters the armed services of the United States, or the United States Maritime Service, upon his/her honorable discharge from such service he/she shall be re-employed within ninety (90) days after such honorable discharge and provided he/she shall not have been so disabled or injured after leaving the Employer's employ as to be incapable of performing work covered by this Agreement. Any question which may arise as to the capability of any such Employee shall be determined in accordance with the provisions of this Agreement.
- (b) **Leave of Absence** - Leave of absence for good cause may be granted on approval of the Employer and the Union. The Employer, the Employee and the Union are to be furnished signed copies of said approved leave. During a leave of absence, the Employee shall not accrue vacation or increases in wages.
- (c) **Funeral Leave** - Employees shall be entitled to paid funeral leave up to a maximum of three days when there has been a death in the Employee's immediate family. Immediate family is defined to include spouse, spouse's parents, children, brother, sister and step-parents of a current marriage. The three days of funeral leave must be contiguous, one of which must be the day of the funeral.
- In addition, Employees shall be entitled to one (1) day of paid funeral leave in the event of the death of a grandchild or grandparent.
- (d) **Jury Duty** - Employees required to serve on jury duty shall be paid their regular straight time pay for a

maximum of twenty (20) working days during the term of this Agreement. When excused by the jury bailiff, the Employee will be expected to return to work. The Employer may reduce the straight time pay by the jury duty service fee paid to the Employee. Expense reimbursement shall not be deducted.

SECTION 3.18. TRAINING -

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

(b) Employer Sponsored Mandatory. The Employer shall have the right to schedule mandatory training sessions, not to exceed eighty (80) hours per calendar year, after the completion of the normal work day or normal work week. When such training is scheduled, Employees shall be compensated at one and one-half times their normal straight time hourly rate for all hours in excess of forty (40) hours per week.

(c) Manufacturer Training. Employees scheduled to participate in training programs sponsored by a manufacturer or distributor shall receive credit for a normal day's work for each day of training. When such training programs are outside the "travel zone", Employees will be provided necessary travel, meal and lodging expenses. Payment of expenses and compensation under this Section will be handled in accord with Section 3.10(e) (4) and (5) of this Agreement.

(d) Academic Institutions and/or Factory Training.

(1) The Employer shall have the right to schedule mandatory training sessions on the Employee's own time, not to exceed eighty (80) hours per calendar year, after the completion of the normal work day or normal work week. When such training is scheduled, Employees shall be compensated at one and one-half times their normal straight time hourly rate for all hours in excess of forty (40) hours per

week. These mandatory sessions shall not be taught by company Employees.

(2) The Employer may require Employees, by classification, to take courses available at Area Vocational Schools. These courses shall be available to all Employees in their classification. Upon completion of a 70% attendance and 70% grade or certificate of completion, the Employee shall be reimbursed for the total cost of the tuition by the Employer.

(e) The Joint NECA/I.B.E.W. Apprenticeship Training and Education Committee will continue to function and to develop, administer and monitor apprenticeship, training and education policies and procedures for Employees employed under this Agreement by Limited Energy Contractors. The Committee will consist of twelve (12) members, six (6) representing the NECA Chapters and six (6) representing the I.B.E.W. Locals. Each group will appoint its own members.

During the term of this Agreement, the Committee will:

- (1) Retain and continue to develop and administer the existing three (3) year Installer training program.
- (2) Review and make recommendations regarding the progression through proficiency, IATC course content, continuing education, and training program policies.
- (3) Continue to require that wage progression be tied to the training program and satisfactory progress through each period of training, which will include on-the-job training as well as classroom training.
- (4) Develop a procedure for evaluating both new and existing Employees in the industry for purposes of placement at the appropriate level of training.

(f) J.A.T.C. - Apprentice and Employee Training Fund - Each individual Employer shall pay to the appropriate Apprenticeship Trust Fund \$0.30 per hour on all actual hours paid. These contributions shall be forwarded to the designated Receiving Agency as specified, not later than

ARTICLE IV **REFERRAL PROCEDURES**

fifteen (15) calendar days following the end of each calendar month. [Note: The \$0.30 contribution is to be paid one-half (\$0.15) by the Employer and one-half (\$0.15) by the Employee through payroll deduction.]

SECTION 3.19. SEVERANCE - Employees who retire, resign or who are laid off shall be eligible for a severance payment, subject to the following conditions:

(a) An Employee who has been employed by an Employer for more than five (5) years of continuous employment and less than ten (10), shall be paid for unused sick leave, to a maximum of five (5) days.

(b) An Employee who has been employed by an Employer for more than ten (10) years of continuous employment shall be paid for unused sick leave, to a maximum of ten (10) days.

(c) An Employee who is discharged for cause shall not be eligible for the severance provisions of this Article.

(d) Employees who retire, resign or are laid off and eligible for severance hereunder must return all company property, including, but not limited to keys, vehicles, tools, test equipment, company issued clothing, and customer equipment and tools.

SECTION 3.20. LAYOFF NOTICE - DISCHARGE - VOLUNTARY QUIT - TERMINATION PAYMENTS

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

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

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

a. In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

b. The Local Unions shall be the sole source of referral of applicants for employment and member referral shall be the responsibility of the members' home local. All Employees who are not members shall be required to become and remain members of the Union as a condition of employment during the term of this Agreement by the payment of their initiation fees and monthly dues. No individual is to work for a signatory Employer without first becoming a union member.

c. The Local Union shall maintain an out of work list by skill set(s).

d. The Local Union shall refer applicants by classification for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such referral shall not be affected in anyway by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such referrals shall be in accord with the procedures set forth in this section.

e. The Employer shall have the right to reject any applicant for employment.

f. The Employer shall notify the Business Manager of the Local Union of the number of applicants and skill set(s) needed.

- g. 1. Employers requiring applicants will notify at least one signatory IBEW local of their need. Within 24 hours, (excluding weekends and holidays) the local union hall will supply the Employer with a list of potential applicants who meet or substantially meet qualifications and possess skill sets pursuant to this section paragraph (i) as identified by the Employer. Alternatively, the Employer may request and shall receive within 24 hours the local's complete list of all out-of-work limited energy bargaining unit members. The Employer, after performing any screening, testing, or interview process, will notify the local of any hiring decisions made, and the local will meet with the applicant(s) and generate a referral to the Employer. The applicant will report for employment as directed by the Employer. Applicants who report for employment and are not hired will receive two hours show-up pay.
2. The Employer will consider the list of applicants furnished by the Local Union before making a hiring decision. If the Employer decides to hire an applicant who is not on the Local Unions' out of work list, such applicant shall be required to take the Journeyman exam(s) for the applicable skill set(s) before employment as outlined in paragraph (i), below, unless he or she is hired and indentured as an apprentice installer.
3. The test will be given to the outside applicant as soon as possible and no later than 48 hours after notice of intent from the Employer.
- h. The JATC(s) shall administer the Journeyman's Exam, which will be given to applicants that an Employer is referring or the union is organizing into the union who do not intend to become indentured apprentices and therefore seek a classification of Journeyman Installer or higher. Such individuals must report to the JATC prior to referral by the union, where they will take the Journeyman's Exam and their classification will be determined. The Employee will then report to any signatory IBEW local union hall, which will immediately

generate a referral to the Employer, and the Employee will then report for employment as directed by the Employer.

i. The Proficiency Exams will be taken by existing members to be referred by the local unions. Prior to referral all members who are classified as Journeyman Installer or higher shall pass a Proficiency Exam(s) by skill set(s) that will be approved, created, and regulated by the JATC or properly appointed subcommittee(s). Members who pass the exam(s) will be given skill set categorization(s) as follows:

Voice/Data/Fiber Cabling
Fire Alarm Systems
Security, Alarm and Camera Systems
Audio and Visual Systems
Limited Energy Worker

Members shall be identified on the Local Union's out-of-work list by their skill set(s) category. Individuals who are unable to pass a skill test(s) will be considered by the JATC or properly appointed subcommittee on a case-by-case basis. Such individuals deemed by the committee or subcommittee to be assets to the industry may be placed in the Limited Energy Workers category.

Members shall be referred by skill set(s).

j. A representative of the applicable NECA Chapter designated to the Union in writing shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

k. This referral procedure will be implemented effective June 1, 2008. Seniority will not apply to any aspect of the referral, hiring, or separation process.

ARTICLE V **GENERAL PROVISIONS**

SECTION 5.01. STATUTORY REQUIREMENTS - For all Employees covered by this Agreement, the Employer shall carry Worker's Compensation Insurance with a company

authorized to do business in the State of Minnesota, make contributions to the Minnesota State Unemployment Compensation Commission and carry such other protective insurance as may be required by the laws of the State of Minnesota. No Employee shall be required to violate any state or local building ordinance.

SECTION 5.02. TOOLS AND SAFETY GEAR .

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

- (1) Screwdriver, slotted blade, 1/8" x 4"
- (1) Screwdriver, slotted blade, 3/16" x 4"
- (1) Screwdriver, slotted blade, 1/4" x 6"

- (1) Screwdriver, Phillips blade, #1
- (1) Screwdriver, Phillips blade, #2
- (1) Cutter, wire, diagonal, 5-1/2" or 6"

- (1) Plier, lineman, 8"

- (1) Plier, longnose, 6"

- (1) Plier, standard slip-joint (gas plier), 6"

- (1) Plier, arc-joint (channel-lock), 8"

- (1) Wrench, adjustable (Crescent), 8"

- (1) Crimper/bolt cutter

- (1) Hammer, claw

- (1) Wrench set, Allen, 1/16" thru 3/8"

- (1) Nut driver set, 3/16" thru 5/8"

- (1) Hacksaw, 12" (Employer to provide replacement blades)

- (1) Keyhole Saw and Blade (Employer to provide replacement blades)

- (1) Soldering device

- (1) Metal file

- (1) Tape Measure, 16'

- (1) Electricians Knife (Klein #1550-2)

- (1) Tool pouch and belt
- (1) Tool box or tool bag
- (1) Flashlight, 2C cell or 2D cell (Employer to provide replacement batteries)
- (1) Single application punch down tool (Employer to provide replacement blades)

- (1) Scissors

- (1) Torpedo Level

- (1) Single Multi-tap tool

- (1) Digital Volt Ohm Meter, Fluke or equivalent - Technicians Only

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

Tools are to be Klein or equivalent quality. The Employer shall furnish all other necessary tools and equipment and shall provide safety gear as required by statute.

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

SECTION 5.03. SUBSTANCE ABUSE . The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and

confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

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

SECTION 5.05. SAVINGS CLAUSE - Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable law.

SECTION 5.06. LABOR MANAGEMENT COMMITTEE -

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

- (a) The Committee can make non-binding recommendations in connection with its stated purposes, as set forth below:
 - (1) Improve communications between representatives of Labor and Management;
 - (2) Provide workers and Employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;

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- (3) Assist workers and Employers in solving issues and problems of mutual concern in the industry, including questions of labor contract interpretation;
- (4) Study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the NECA industry;
- (5) Enhance the involvement of workers in making decisions that affect their working lives.

- (b) The Committee shall also hear and decide grievances under Step 3 of Article II of this Agreement and issue binding decisions when a majority of the Committee members agree.

SECTION 5.07. ADMINISTRATIVE MAINTENANCE FUND - Should the Board of Directors of the Minneapolis Chapter, NECA determine that the establishment of an Administrative Maintenance Fund is necessary and practicable during the term of this Agreement; they shall have the right to establish such a fund. Once established, the following guidelines shall apply:

- (a) All Employers signatory to this Agreement shall contribute an amount as determined by the Chapter's Board of Directors to this fund.

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. Administrative Maintenance Fund contributions shall be submitted with all other fringe benefits as provided in the Labor Agreement.

The enforcement for delinquent payments to the fund shall be the sole responsibility of the fund and the Minneapolis Chapter of NECA; the local Unions shall not be responsible for the collection of funds, nor shall the Receiving Agency, nor the trustees of any other industry funds.

The funds will be solely administered by the Minneapolis

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Chapter of NECA and will not be used in any manner detrimental to the Local Unions or the IBEW.

ARTICLE VI STANDARD LIMITED ENERGY SYSTEMS INSTALLER APPRENTICESHIP & TRAINING LANGUAGE

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

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

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

SECTION 6.02. All JATC member appointments, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a three (3) year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with at least one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

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

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

SECTION 6.03. Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve, as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article II of this Agreement, except for trust fund matters, which shall be resolved as stipulated in the Trust Agreement.

SECTION 6.04. There shall be only one (1) JATC and one (1) apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specific area of the jurisdiction covered by this Agreement.

All subcommittee members shall be appointed in writing by the party they represent. A subcommittee member may or may not be a member of the JATC.

SECTION 6.05. The JATC may select and employ a part-time or full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All Employees of the JATC shall serve at the pleasure and discretion of the JATC.

SECTION 6.06. To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one Employer to another. The Employer shall cooperate in providing apprentices with needed work experiences. The respective union referral office shall be notified, in writing, of all job training assignments. If the Employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

SECTION 6.07. All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture terminated or cancelled by the JATC at any time prior to completion as stipulated in the

registered standards. Time worked and accumulated in apprenticeship shall not be considered for union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or qualify through means other than apprenticeship, at some time in the future, but no sooner than two (2) years after they would have completed their apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

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

SECTION 6.09. Though the JATC cannot guarantee any number of apprentices, if a qualified Employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

SECTION 6.10. The Employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this Agreement.

SECTION 6.11. Each job site shall be allowed a ratio of one (1) apprentice for every one (1) Journeyman Installer or higher classification.

The first person assigned to any job site shall be a Journeyman Installer or higher classification.
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 6.12. An apprentice is to be under the supervision of a

Journeyman Installer of higher classification at all times. This does not imply that the apprentice must always be in sight of a Journeyman Installer or higher classification. Journeyman Installer or higher classifications are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the Employer's designated supervisor or Journeyman Installer or higher classification based on their evaluation of the apprentices' skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeyman Installer or higher classifications are permitted to leave the immediate work area without being accompanied by the apprentice.

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

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

SECTION 6.14. The parties to this Agreement shall be bound by the Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended ERUSA, and other applicable regulations.

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

SECTION 6.15. All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the apprenticeship and training Trust Agreement. The current rate of contribution is \$20 per hour or each hour worked or \$30 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.

**ARTIFICIAL RESPIRATION
INFORMATION**

IN WITNESS WHEREOF, the parties have executed this Agreement on this 27th day of March, 2008.

SIGNED FOR THE NECA LIMITED ENERGY CONTRACTORS:

John Stenserson
Minneapolis Chapter
Business Manager, Local 110

Bob Giese
St. Paul Chapter
Business Manager, Local 242

Bob Giese
Twin Ports Arrowhead Chapter
Business Manager, Local 292

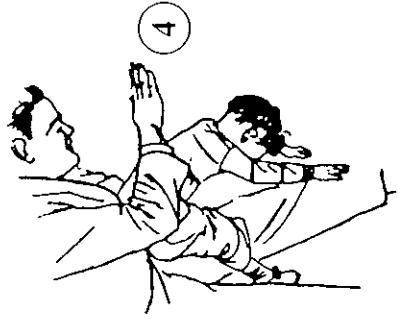
ARTIFICIAL RESPIRATION
If victim is not breathing, begin some form of artificial respiration at once. Wipe out quickly any foreign matter visible in the mouth, using your fingers or a cloth wrapped around your fingers.



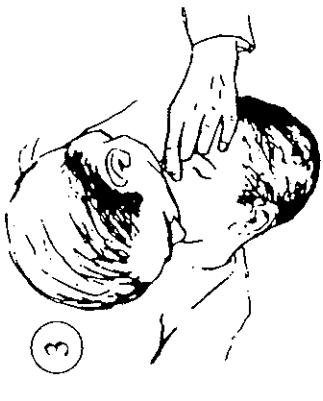
**MOUTH-TO-MOUTH (MOUTH-TO-NOSE)
METHOD**

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

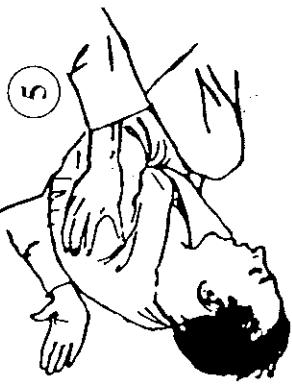
If victim is a small child, place your mouth tightly over his mouth and nose and blow gently into his lungs about 20 times a minute. If victim is an adult (see Fig. 3), cover the mouth with your mouth, pinch his nostrils shut, and blow vigorously about 12 times a minute.



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

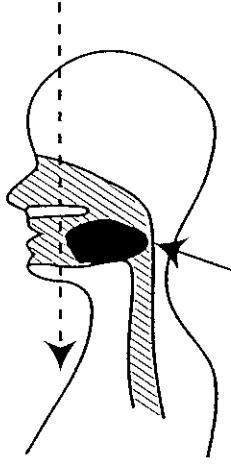


If the victim is adult, place in position shown in Fig. 5, and use the same procedure.

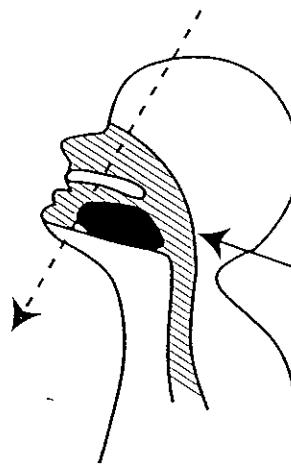


If unable to get air into lungs of victim, and if head and jaw positions are correct, suspect foreign matter in throat. To remove it, suspend a small child momentarily by the ankles or place child in position

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

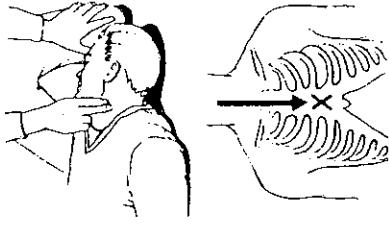


Fig. A

PRESSURE POINTS FOR CONTROLLING ARTERIAL BLEEDING

Use pressure point nearest the wound,
between heart and wound

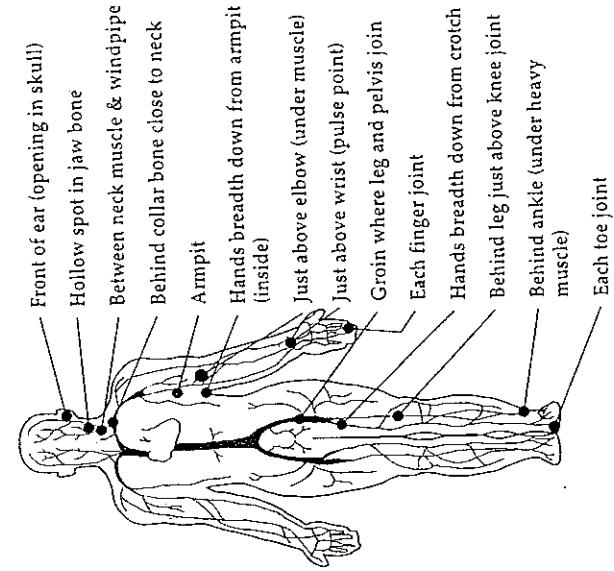


Fig. B

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

POINTS - The same on both sides of body
Tourniquet is to be used only
in extreme bleeding or as a last resort

WEINGARTEN RIGHTS

I believe this discussion could lead to my being disciplined. I therefore request that my Union Representative or officer be present to assist me at the meeting. I further request reasonable time to consult with my Union Representative regarding the subject and purpose of the meeting. Please consider this a continuing request; without representation, I shall not participate in the discussion. I shall not consent to any searches or tests affecting my person, property, or effects without first consulting with my Union Representative.

NOTES

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

APPOLLO SYSTEMS, INC.

Employer-Petitioner,

Case No.: 18-UC-00423

and

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

Union.

STATEMENT OF SERVICE

I hereby certify that on January 7, 2010, a copy of Employer's Statement in Opposition to Union's Request for Review of Regional Director's Decision and Order was filed electronically. Notice of this filing will be sent to the following party via e-mail.

Brendan D. Cummins
Miller, O'Brien, Cummins, PLLP
One Financial Plaza
Suite 2400
120 South Sixth Street
Minneapolis, Minnesota 55402
(612) 333-5831
bcummins@m-o-c-law.com

Dated: January 7, 2010

BRIGGS & MORGAN, P.A.

By:



Daniel R. Wachtler (#113360)
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402-2157
Telephone: (612) 977-8400

**ATTORNEYS FOR APPOLLO
SYSTEMS, INC., EMPLOYER**