

K # 840227



**Northern States Power Company,
a Minnesota Corporation,
doing business as Xcel Energy**

Labor Agreement with

**The Minnesota State Building
and
Construction Trades Council
and its Affiliates**

August 1st 2014

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Northern States Power Company, a Minnesota corporation, doing business as Xcel
Energy
Labor Agreement with
The Minnesota State Building and Construction Trades Council
and its Affiliates

This Agreement dated August 1, 2014 entered into by and between Northern States Power Company, a Minnesota corporation, doing business as Xcel Energy, hereinafter referred to as the "Company" or "NSP", for the purpose of Repair, Renovation, Replacement, Rehabilitation and Construction at Company Facilities; hereinafter referred to as the "Work" and the Minnesota State Building and Construction Trades Council and its Affiliates, hereinafter referred to as the "Unions."

Article I: Purpose and Intent

- 1.1 The purpose of the Agreement is to assure the cooperation between the Minnesota State Building Trades and Construction Trades Council and its Affiliates and the Company in completing Work in a cost effective manner, without delays or work stoppages. It is the intent of this Agreement to establish and maintain adequate work rules and uniform working conditions for craft employees, while maintaining jurisdiction of the Work by craft unions and the benefits of collective bargaining.
- 1.2 Each Contractor who performs Work for the Company shall become signatory and a party to this Agreement by signing the Letter of Assent in the form annexed hereto as Supplement (1), and also signing a Collective Bargaining Agreement with the specific Local Union(s) having jurisdiction over the Work.

Article II: Scope of Work

- 2.1 This Agreement covers all Repair, Renovation, Replacement, Rehabilitation and Construction at Company Facilities, in the State of Minnesota that are within the jurisdiction of the Unions.
- 2.2 This Agreement covers Work assigned to Contractors by the Company, and supersedes the previous agreement dated August 1, 2009. It also covers Work done through direct hire by the Company. The Company shall be deemed, as Employer to such Employees and the rights and obligations of this Agreement shall also apply to that relationship.
- 2.3 The Unions and the Employer understand that the Company may choose to perform any part of the Work with their own bargaining resources.

Article III: Definitions

The capitalized words, phrases or other expressions used herein shall have the following meanings:

- 3.1 **"Company Facility"** shall mean assets owned and operated by the Company that generate electrical energy. While this agreement does include NSP nuclear plants, it does not include wind farms, which may eventually be owned by NSP.
- 3.2 **"Agreement"** shall mean the Labor Agreement between the Parties hereto.
- 3.3 **"Employers"** shall mean Contractors (or sub-contractors) doing work at a Company Facility under a contract with the Company and in accordance with the terms of this Agreement. The Company shall be considered an Employer for direct-hire craft union members in the employ of the Company.
- 3.4 **"Employees"** shall mean craft union members in the employ of a Contractor (or sub-contractor) doing work under a contract with the Company or direct-hire craft union members in the employ of the Company.
- 3.5 **"Repair"** shall mean the work required to restore by replacement of parts of existing facilities to efficient operating conditions.
- 3.6 **"Renovation"** shall mean the work required to improve and/or restore by replacement or revamping of parts to efficient operating conditions.
- 3.7 **"Replacement"** shall mean the removal of existing equipment and placing of new equipment to restore the process to efficient operating condition.
- 3.8 **"Rehabilitation"** shall mean the work required to restore equipment to its former capacity or level of operating efficiency.
- 3.9 **"Construction"** shall mean the work required to install new equipment at Company Facilities.
- 3.10 **"Stand-by Time"** shall mean "waiting time" or "on-call time" as defined in the Fair Labor Standards Act.
- 3.11 **"Contractors Bargaining Association"** Associated General Contractor's of Minnesota or duly recognized bargaining agents.
- 3.12 **"Qualifications/Qualified Employee"** An individual who possesses at the time of employment or prior to the assignment of a task, skills deemed necessary by the Company in the areas of mechanical capabilities, physical capabilities, safety training and experience.
- 3.13 **"Minimum Training Qualifications for all Employees"** OSHA 10, in good standing with Union.

- 3.14 **“Work”** shall mean Repair, Renovation, Replacement, Rehabilitation and Construction at Company facilities.
- 3.15 **“Local Union”** shall mean a craft or trade union having jurisdiction over the Work affiliated with the Minnesota State Building and Construction Council. Local Unions and their applicable labor contracts are listed in Supplement 2, as it may be updated from time to time.
- 3.16 **“Breaks”** A paid non-productive period of time awarded the employee during their working hours.
- 3.17 **“Payroll Checks”** The Company will offer employees two options for receiving payroll checks. 1) Direct Deposit, 2) Mailed to employee resident address. Pay upon separation of employment shall be in compliance with applicable Minnesota State law.
- 3.18 **“Specialty Vendors”** shall mean an Employer that uses proprietary or specialized procedures, processes, equipment, or requires workers with specialized training or certification. Employer may use Specialty Vendors to investigate or inspect for what is deemed to be unknown degrees of deficiencies or damage. Such bona fide investigation or inspection work performed by specialty vendors is not Work covered by this Agreement.

Article IV: Wages, Benefits and Application of Local Agreements

- 4.1 The wage rates to be paid and the fringe benefits to be provided by the Employers on the Work shall be those specified by the appropriate current local union working agreements between the Union and the currently recognized Contractors' Bargaining Association. Subject to the provisions contained in this Article, any future changes in hourly wage rates and fringe benefits will be placed into effect for the affected craftsmen on the Work when the new local union working agreement specifying such changes is executed by the Union and the Contractors' Bargaining Association, provided that such wages and benefits do not discriminate against the Work, and provided, further, that under no circumstances shall wages and benefits be applied retroactively to any employees on the Work unless included in the collective bargaining settlement .
- 4.2 Local union working agreements, including local union referral procedures shall be applicable to the Work except to the extent provisions thereof are inconsistent with the provisions of this Agreement. In such an event, this Agreement takes precedence over the current local union working agreements.

Each Local Union shall cooperate with the Company to obtain acceptance of this Agreement by the trustees for its fringe benefit funds and have the trustees acknowledge that the Company is a construction company performing construction work within the building and construction industry pursuant to rules and regulations adopted by the fringe benefit funds.

- 4.3 Local Union labor contracts will not contain provisions that are specific to the Company.
- 4.4 The Company is not contractually liable for the fringe benefit fund obligations of its contractors and/or subcontractors under this Agreement or any applicable local union working agreement. Nothing in this Section limits or affects the remedies available under any agreement or applicable law to collect fringe benefit delinquencies or other amounts owed to fringe benefit funds by contractors and/or subcontractors, including but not limited to the use of mechanics liens to collect such amounts from the Company. The Company agrees that it will make all reasonable efforts to cooperate with fringe benefit fund collection efforts involving amounts owed by its contractors and/or subcontractors, which may include, but are not limited to arranging third-party payments made directly to the funds on behalf of its contractors and/or subcontractors. It is understood that the Company's cooperation with such collection efforts does not conflict with this Section. Nothing in this Section restricts the remedies available for violations of subcontracting clauses or other provisions of any applicable local union working agreement or this Agreement, including but not limited to awards based on unpaid fringe benefits contributions as a component of back pay or damages. Nothing in this Section is intended to conflict with applicable law.

Article V: Management of Work

- 5.1 Employees must meet all security and drug screening requirements as set forth by the Company.
- 5.2 The Employer shall retain the right to reject any applicant referred by the Union and shall supply written notice for said rejection.
- 5.3 The Employer shall have the unqualified right to select and hire directly all superintendents and/or general foremen it considers necessary on the work.
- 5.4 The Employer may hire Employees by name that have previous qualifications and experience with said Employer and currently possess security clearance status, if such practices are conditions of the local union collective bargaining agreement. Bona fide requests by Employers for applicants with special skills, training and abilities shall be honored, and persons possessing such skills shall be referred in the order in which their names appear on the union hiring list. Employees will be paid only for actual hours spent testing and training before their work begins.
- 5.5 When a Local Union does not furnish qualified Employees within forty-eight (48) hours of such written request (Saturdays, Sundays and Holidays excluded), the Employer shall be free to obtain such workers from any other qualified source including Specialty Vendors. The Employer will notify the union prior to use of such workers.

- 5.6 The Employer may transfer Employees from jobs where forces are being reduced, to jobs where forces are being increased without restriction or limitation, if such practices are a condition of the local union collective bargaining agreement.
- 5.7 When an Employer, upon reasonable cause, considers it necessary to shut down a job to avoid the possible loss of human life or because of any emergency situation that could endanger the life and safety of an Employee, Employees will be compensated only for the actual time worked. In such an event, if the Employer requests Employees to stand by, Employees will be compensated for stand-by time.
- 5.8 Unions will be involved in testing procedures on permanent plant equipment only at the direction of the Employer, until such time as the Company accepts the equipment.
- 5.9 The Employer and Employees shall abide by all Company safety regulations, policies, and plant-specific or site-specific work rules as may be applicable to the work site.

Article VI: No Strike, No Lockout

- 6.1 It is the specific intent of all parties that there shall be NO STRIKES OR LOCKOUTS during the life of the Agreement. The following shall be adhered to by all parties:
 - A. In the event of a strike or lockout in the building industry, the Work shall not be halted in any respect or for any reason, but will continue with the understanding that all settlements made between any affiliated local union of the Minnesota State Building and Construction Trades Council and the existing established contractor groups shall be made retroactive to the expiration of the applicable collective bargaining agreement provided that any provision of the settlement does not discriminate against this Work.
 - B. It is specifically agreed between the parties hereto that the no-strike, no lockout obligations set forth in this Agreement apply to any type of Work stoppage or interruption and with equal force to sympathy strikes of any kind whatsoever; including the honoring of picket lines at the project, strikes, stoppages, Work interruptions, and lockouts shall not occur under any circumstances, except as outlined in paragraphs 6.2 and 6.3.
 - C. In the event of a violation in any respect of said no strike, no-lockout obligation by any union, individual, employer or subcontractor, any aggrieved party (including a union) may immediately commence an action for injunctive relief and, in said action, shall seek an order restraining such conduct. Upon a showing of such a violation, and after posting a bond in the amount satisfactory to the court, such injunctive relief shall be issued by the court

forthwith. Any such action for injunctive relief shall not restrict the right of any aggrieved party to recover monetary damages for any such violation.

- D. In the event of a dispute or grievance other than jurisdictional disputes affecting the Work, the business representatives of the unions involved shall submit such grievance to the Employer's designated representative who shall have the authority to enforce the settlement of such grievance utilizing the procedures prescribed in the applicable local agreement. There shall be no strikes or stoppages as a result of such disputes. The no-strike, no lockout conditions set forth herein shall apply to such disputes, as well as any other disputes which may arise.
- E. The following dispute resolution procedure applies only to grievances filed against the Company. Dispute resolution involving contractors and/or subcontractors will be resolved by following the grievance process of the applicable Local Union labor contract.

Any dispute over the interpretation of, or adherence to, the terms of this Agreement shall be considered a grievance. The business representatives of the involved Local Union and Company shall first attempt to resolve any grievance through negotiations. Any grievance shall be deemed to be waived unless submitted in writing to the Company within ten (10) working days after the first occurrence of the event or knowledge of the condition giving rise to the grievance. Either party may request a meeting of a Grievance Settlement Committee to attempt to resolve the grievance on terms satisfactory to the parties. Such Grievance Settlement Committee shall be compromised of up to three representatives of the Company and up to three representatives of the Minnesota State Building and Construction Trades Council and the involved Local Union, such meeting to be scheduled at the first mutually acceptable opportunity.

If a satisfactory settlement cannot be reached within ten (10) working days after the grievance is submitted in writing, either party to the dispute may request arbitration of the grievance. The Arbitrator shall be selected by the involved Local Union and the designated representative of the Company, alternately striking names from a sub-regional panel of seven (7) Arbitrators obtained from the Federal Mediation and Conciliation Service ("FMCS"). If either party delays selecting an Arbitrator more than five (5) working days after receipt of the panel from FMCS, the other party may unilaterally select the Arbitrator. The arbitration hearing shall be held no later than fifteen (15) working days after selection of the Arbitrator, subject to Arbitrator availability, with the final decision handed down not more than fifteen (15) days after the hearing, subject to Arbitrator capability. The Company and the Local Union will share equally all fees and expenses of the Arbitrator. The decision of the Arbitrator shall be final and binding on the parties to the dispute; provided, however, that the

Arbitrator shall have no power to add, delete, or modify any provisions of this Agreement.

There shall be no strikes, work stoppages, or lockouts as a result of any grievance or any other disputes.

- 6.2 Trust Fund Payments. In the event a union's collective bargaining agreement permits withholding of services in response to an employer's willful failure to pay union trust fund payments, withholding of services by Employees of Employers who have failed to make payments to union trust funds for established fringe benefits shall not be considered a violation of this Agreement, provided such withholding of services shall not be accompanied by picketing, hand billing or advising the public of the existence of a labor dispute against the delinquent Employer.
- 6.3 Before withholding services by Employees from the delinquent Employers, the appropriate union shall notify the Employer involved, the contractor, and the Minnesota State Building and Construction Trades Council, by written notice immediately of any delinquency of any union trust fund so that the delinquency can be remedied without the necessity of withholding of services by Employees of the delinquent Employer. Immediate notice shall be defined as five (5) working days written notice in advance on any union to withhold services by Employees from a delinquent Employer, or as per local union collective bargaining agreement if less than five (5) days.

Article VII: Jurisdictional Disputes

- 7.1 The Company and the Minnesota State Building and Construction Trades Council and all Employers shall hold pre-job conferences with the Unions. Pre-job conferences should be held well in advance of the actual Work performances.
- 7.2 In the event of a jurisdictional dispute which cannot be resolved, the Minnesota Building and Construction Trades Council agrees that under no circumstances will the progress of the Work be halted, and the Employers and Unions agree that the dispute will be resolved in accordance with the plan for settlement of jurisdictional disputes in the construction industry.
- 7.3 The Employers further agree that jurisdictional awards will be made on one of the following bases:

Decisions of Record
International Jurisdictional Agreements
Local Jurisdictional Agreements
Area Practices

Article VIII: Hours of Work, Overtime, Shifts and Holidays

- 8.1 The regular forty (40) hour workweek will start on Monday and conclude on Friday. Eight (8) consecutive hours, exclusive of a one-half (1/2) hour lunch

period, between 7:00 a.m. and 5:00 p.m. shall normally constitute a workday. The starting time of the Work may be changed within these hours by the Employer upon notification to the Union to take advantage of daylight hours, weather conditions, and shift or traffic conditions. It is understood that all Work performed in excess of eight (8) hours per day shall be considered overtime. It is understood that all Work performed outside the established eight (8) hour workday shall be considered overtime. If an Employee fails to report to work at scheduled shift start, then that Employee is entitled to work only the remaining time of an eight (8) hour shift.

- 8.1.1 At the scheduled starting time, all Employees will be at the place where they pick up their tools or receive instructions from their foreman. They shall remain at their place of work under the supervision of the Employer until the scheduled quitting time. There shall be no practices that result in starting work late in the morning or after lunch or in stopping work early at lunchtime or prior to the scheduled quitting time. Coffee breaks will be limited to ten (10) minutes and shall be taken in close proximity to the Employee's work station. The parties are in accord that the intent of the Agreement is a "fair day's work for a fair day's pay" and the Work should be managed in such a manner to enable the Employer to maintain and increase efficiency consistent with fair labor standards.
- 8.1.2 When work is to be performed in Nuclear controlled areas, the Employer may elect to have the employees take two (2) one-half hour breaks instead of two (2) ten minute coffee breaks and a one-half hour lunch period.
- 8.1.3 All work schedules at nuclear facilities must comply with NRC Part 26 work hour restrictions.
- 8.1.4 Breaks (after a normal eight (8) hour work day) will be as specified per labor union bargaining agreements. Breaks shall be managed as part of the Work and shall be awarded based on the needs of the service, the health and welfare of the employee, safety and environmental conditions.
- 8.2 When Employees leave the Work on their own accord at other than normal quitting time, it is their responsibility to notify the Employer. Employees will be paid only for actual hours worked.
- 8.3 The Employer shall determine the recording devices, checking systems, brassing or other methods of keeping time records on the Work.
- 8.4 An effort will be made to keep overtime work to a minimum but when such Work is judged necessary it will be worked at the direction and discretion of the Employer.
- 8.5 All overtime to be paid at time and one-half except on Sundays and Holidays, which will be paid as specified in Local Union Bargaining Agreements.

- 8.6 All employees shall be paid for actual time worked. The Employer shall have sole responsibility to determine availability of Work due to weather conditions.
- 8.7 Shift work may be performed at the option of the Employer. In the event the second or third shift of any regular workday shall extend into a holiday, Employees shall be paid at regular shift rates. Shift work shall be paid as specified in local collective bargaining agreements. When so elected by the Employer, multiple shifts of a temporary basis, shall be worked the number of consecutive days required by the local union bargaining agreement.
- 8.8 When the Employer elects to work scheduled twelve (12) hour shifts, Employees will receive two (2) 15-minute paid breaks and one (1) 30-minute paid break.
- 8.9 Uniform holidays for this Agreement are as follows: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving, the Friday after Thanksgiving, Christmas Eve Day, and Christmas Day. If any of these holidays fall on a Saturday or Sunday, the preceding day, Friday, or the following day, Monday, shall be considered to be a legal holiday. A holiday shall be a 24-hour period commencing with the established starting time of the day shift on the date of the holiday.

Note: when Christmas falls on a Monday, the following pay schedule shall be invoked:

Friday is observed in lieu of Christmas Eve	Pay at 2
Saturday	Pay at 1.5
Sunday is Christmas Eve	Pay at 2
Monday is Christmas	Pay at 2

Article IX: Travel Subsistence and Premium Pay

- 9.1 No premium pay will be paid to any Employee for any reason whatsoever, including but not limited to, high time, toxic gases, supplied air, dust fumes, the use of self-contained oxygen supply, the wearing of gas masks, respirators, or similar devices.
- 9.2 Travel and subsistence will be paid in accordance with local union collective bargaining agreements.

Article X: Work Rules and Miscellaneous Provisions

- 10.1 The Company shall establish a rules guideline for direct-hire employees working in Company Facilities. The guideline is intended to serve as a resource for Employees, their local unions, the Minnesota State Building and Construction Trades Council and Company supervisors, managers and directors.
- 10.2 The selection and utilization of Union foremen and general foremen shall be entirely the responsibility of the Employer, it being understood that in the selection of such foremen and general foremen, the Employer will give initial

consideration to the qualified employees in the area. As part of their designated duties, general foremen and foremen will be expected to take an active interest in all matters relating to policies and procedures, safety, discipline, cost, schedule, quality and production. The ratio of foremen to journeymen will be in accordance with local union collective bargaining agreements.

- 10.3 There shall be no limit on production by Employees or restrictions on the full use of tools or equipment. Employees using tools shall perform any work they are trained and qualified to do per their trade and shall work under the supervision of the appropriate foremen. The Employer shall be the sole judge as to the number and classification of Employees required to perform the Work other than that required by safety regulations.
- 10.4 Practices not a part of the terms and conditions of the Union Agreements will not be recognized.
- 10.5 There shall be no non-working stewards. Stewards shall be qualified Employees performing Work as assigned, who shall not interfere with the performance of the Work and shall restrict their working time activities to that of their respective Employer. Stewards shall be permitted reasonable time to perform normal union duties. Further, the stewards shall perform no supervisory function and shall account for their time away from work crew to their immediate foreman and Employer. It is understood and agreed that the steward's duties shall not include referral, hiring, discipline and termination of Employees. The steward shall be the first person hired and the last person employed, only if qualified to do the Work.
 - 10.5.1 Employer will notify the job steward of the appropriate craft(s) and the local union business agent representing the Employee prior to disciplinary actions by the Employer regarding any alleged infraction by an Employee.
 - 10.5.2 The Employer will supply in writing and in a timely manner to both the Employee and the Local Union Business Agent representing the Employee, a letter explaining the alleged infraction and the reason for the disciplinary actions which resulted in the immediate loss of wages or termination of said Employee. Normal Employee lay-offs are exempt from this requirement.
 - 10.5.3 The Employer shall inform the Employees of applicable policies, procedures and/or guidelines and make available to the Employee and local union upon request, written copies of said documents.
- 10.6 The Company or Employer may inspect, test, or use specialized testing equipment after installation and acceptance, using people of their choice as may be deemed necessary. The Company or Employer may also use people of their choice in the correction of deficiencies to vendor furnished material or equipment. Replacement of or modifications to Work originally done by the Unions will be returned to them for rework.

- 10.7 There are to be no stand-by work demands. Slowdown, stand-by crews and featherbedding practices will not be tolerated.
- 10.8 All personnel on the job agree to submit to job site personnel and/or vehicle inspections as security experience may require.

Article XI: Apprentices and Pre-Apprentices

- 11.1 Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the Construction Industry, the Employer will employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.
- 11.2 An Employer may employ pre-apprentices and/or helpers (not currently registered apprentices) on the Work in accordance with the terms and conditions of the individual Local Union Bargaining Agreement.
- 11.3 It is the intention of the Employer to use the maximum number of apprentices, pre-apprentices, and helpers consistent with efficient job progress.

Article XII: Equal Employment Opportunity

- 12.1 The Employer and any Union signatory to this Agreement shall strive to provide equal opportunity in hiring, promotion, and other terms and conditions of employment, without regard to race, color, religion, creed, national origin, gender, age, disability, veteran status, sexual orientation, gender identity or any other protected class status in accordance with applicable federal, state and local laws.

Article XIII: Savings Clause

- 13.1 It is not the intention of the parties hereto to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of this Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the parties agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, an effort will be made to then promptly enter into negotiation concerning the substance affected by such decision for the purpose of achieving conformity with requirements of any applicable law and the intent of the parties hereto.

Article XIV: Notices

14.1 Any written notices required or authorization under this Agreement from one party to the other shall be delivered or mailed by first class mail, postage prepaid, as follows unless otherwise agreed to:

Director Workforce Relations
Northern States Power Company
414 Nicollet Mall
Minneapolis, MN 55401

President
Minnesota State Building and
Construction Trades Council
411 Main Street, Room 206
St. Paul, MN 55102

Article XV: Union-Management Committee

15.1 To promote harmonious labor-management relations, ensure adequate communications, and advance the proficiency of the workman and the industry; the Employers, the Minnesota State Building Trades and Construction Trades Council and the Company shall meet on a monthly basis to discuss the efficiency of the operation, problems as they arise, and other matters consistent with this Agreement. Such matters may include the effectiveness of work rules, safety regulations, and other procedures which can improve cooperation and productivity. The Employer shall be responsible for scheduling these meetings. It is agreed the general purpose of these meetings is to ensure that the work will proceed in the most productive manner, without stoppages, and will be a credit to the Minnesota State Building and Construction Trades Council, the Employer and the Company.

This Agreement is entered into to ensure that the Work may proceed without stoppages and that the Work may be a credit to the Unions and the Employers. It is recognized by all parties that harmonious labor-management relations are the result of a responsible relationship between the Minnesota State Building and Construction Trades Unions and the Employers employing Building and Construction Tradesmen. It is our mutual desire to promote this relationship during the course of this Work as an expression of responsibility and good faith toward the Company and the community.

Article XVI: Agreement Duration

16.1 This Agreement which originally took effect on December 1, 1991, renegotiated May 30, 1996 and August 7, 1998, July 2, 2002, August 1, 2005, August 1, 2009, and August 1, 2014 shall remain in effect for this Work until August 1, 2019. It shall be automatically renewed from year to year thereafter until terminated by at least ninety (90) days prior written notice from either party to the other. During its term, this Agreement may be amended only by written agreement signed by all parties.

Signature Sheet

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

For Northern States Power Company
a Minnesota Corporation,
dba Xcel Energy (Company) on behalf of
itself and assenting Contractors
(Employers)

For the Minnesota State Building
and Construction Trades Council
AFL-CIO (Union)



Sr. Vice President & CAO



President Minnesota Building Trades

Contractors will sign separate letters of assent as they bid and are accepted for future Work.

Supplement 1: Letter of Assent

LETTER OF ASSENT
NORTHERN STATES POWER COMPANY
NSP GENERATION

This is to certify that the undersigned Contractor has examined a copy of the Labor Agreement between Northern States Power Company, a Minnesota corporation, dba Xcel Energy and the Minnesota State Building and Construction Trades Council, their affiliated local unions and other pertinent local unions dated August 1st, 2014.

The undersigned Contractor hereby agrees to comply with all of the terms and conditions of the aforementioned Agreements. It is understood that the signing of this Letter of Assent shall be as binding on the undersigned Contractor as though he has signed the above referred to Agreements.

This Letter of Assent shall become effective and binding upon the undersigned Contractor and said Building and Construction Trades Council and said other pertinent Local Unions this _____ day of _____, 20__ and shall remain in effect as set forth above.

FOR THE CONTRACTOR:

Name of Contractor
Signature
Typed Name and Title
Date Signed

Supplement 2: Local Unions and their Labor Agreements

Trade Union	Labor Agreement	Contract Expiration
Boilermakers	Great Lakes Articles of Agreement between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers AFL-CIO (Lodges 647,107,374,744) and The Firms Listed Herein	December 31, 2016
Carpenters	North Central States Regional Council of Carpenters and Carpentry Contractors Association and Minnesota Drywall and Plaster Association All Wage Areas	April 30, 2016
Carpenters	North Central States Regional Council of Carpenters Local Union 361-Duluth and 606-Virginia and 1934-Bemidji of the United Brotherhood of Carpenters and Joiners of America	2014-2017
Carpenters	Associated General Contractors of Minnesota and North Central States Regional Council of Carpenters	April 30, 2016
Cement Masons	Metro Area Builders Agreement Between Independent Cement Masons Contractors and Minneapolis and St. Paul Builders Division of Associated General Contractors of Minnesota and Minnesota Concrete and Masonry Construction Association and Cement Masons, Plasterers, and Shophands Local No. 633 of Minnesota, North Dakota, and NW Wisconsin	April 30, 2016
Electrical Workers	St. Paul Chapter of the National Electrical Contractors Association and Local Union No. 110, I.B.E.W.	April 30, 2015
Electrical Workers	Inside Construction and Maintenance Agreement between Minneapolis Chapter, National Electrical Contractors Association and the International Brotherhood of Electrical Workers Local Union Number 292, A.F.L.-C.I.O.	April 30, 2015
Electrical Workers	Inside Construction Agreement between South Central Minnesota Unit Minneapolis Chapter, National Electrical Contractors Association and the International Brotherhood of Electrical Workers, Local Union No. 343 A.F.L.-C.I.O.	June 30, 2015
Glaziers Architectural Metal	Twin Cities Glazier Architectural Metal Agreement International Union of Painters and Allied Trades, AFL-CIO District Council 82/Local Union 1324 Glaziers Architectural Metals & Glassworkers	June 5, 2016
Carpenters	Highway, Railroad and Heavy Construction Division of Associated General Contractors of Minnesota and North Central States Regional Council of Carpenters	April 30, 2017
Insulators	Thermal Insulation Contractors Association and the International Association of Heat and Frost Insulators and Allied Workers Local No. 34 of Minneapolis and St. Paul, Minnesota	May 31, 2015
Iron Workers	International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers Local Union No.512 St. Paul, Minnesota and Associated General Contractors of Minnesota, Inc., Associated General Contractors of North Dakota and Minnesota Steel Erectors Association	April 30, 2016

Laborers	Laborers Agreement Between Metropolitan Builders Division of Associated General Contractors of Minnesota and Minnesota Concrete and Masonry Contractors Association and Minnesota Drywall and Plaster Association and Laborers District Council of Minnesota and North Dakota on behalf of its affiliated Local Unions	April 30, 2016
Laborers	Laborers Agreement Between Highway, Railroad and Heavy Construction Contractors and the Laborers District Council of Minnesota and North Dakota on behalf of its affiliated Local Unions	April 30, 2017
Millwright	Independent Millwright Contractors Association of Southern Minnesota, Western Wisconsin and South Dakota and Millwright and Machinery Erectors No. 548 and North Central States Regional Council of Carpenters and Joiners	April 30, 2016
Operating Engineers	Associated General Contractors of Minnesota, Builders Division and International Union of Operating Engineers, Local No. 49	April 30, 2016
Operating Engineers	Agreement between Associated General Contractors of Minnesota Highway, Railroad and Heavy Construction Division and International Union of Operating Engineers, Local No. 49	April 30, 2017
Painters	Minnesota Drywall and Plaster Association and Painters and Allied Trades District Council 82 of Minnesota and the International Union of Painters and Allied Trades, AFL-CIO	April 30, 2016
Painters	Minnesota Painting and Wallcovering Employers Association and the International Union of Painters and Allied Trades District Council #82 (Locals 61 and 386)	April 30, 2016
Pipefitters	Pipefitters Local Union No. 539 and Minnesota Mechanical Contractors Association Minneapolis, Minnesota	April 30, 2016
Pipefitters	Pipefitters Local Union No. 539 and Minnesota Mechanical Contractors Association St. Cloud, Minnesota	April 30, 2016
Pipefitters	Pipefitters Local Union NO. 455 and Minnesota Mechanical Contractors Association St. Paul, Minnesota	April 30, 2016



414 Nicollet Mall
Minneapolis, MN 55401

1-800-895-4999
xcelenergy.com

July 25, 2014

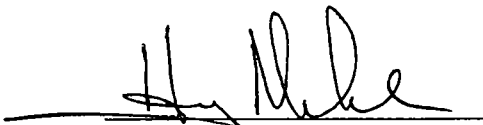
Mr. Harry Melander
President Minnesota Building & Construction Trades Council
411 Main Street, #206
St. Paul, MN 55102

NP-2014-0235

**Re: Northern States Power Company Labor Agreement with The
Minnesota State Building and Construction Trades Council and
Its Affiliates**

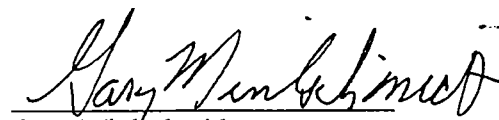
Dear Mr. Melander:

By signing below the parties mutually agree to extend the terms and conditions of the Agreement in effect August 1, 2009 through August 15, 2014.



Harry Melander
President
Building & Construction Trades Council

Date 7/31/14



Gary Minkschmidt
Lead Workforce Relations Consultant
Xcel Energy

Date 07/31/2014

Cc: file



414 Nicollet Mall
Minneapolis, MN 55401

1-800-895-4999
xcelenergy.com

August 14, 2014

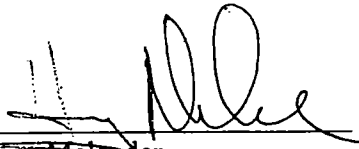
Mr. Harry Melander
President Minnesota Building & Construction Trades Council
411 Main Street, #206
St. Paul, MN 55102

NP-2014-0258


Re: **Northern States Power Company Labor Agreement with The
Minnesota State Building and Construction Trades Council and
Its Affiliates**

Dear Mr. Melander:

By signing below the parties mutually agree to extend the terms and conditions of the Agreement in effect August 1, 2009 through August 29, 2014.


Harry Melander
President
Building & Construction Trades Council

Date 8/14/14


Gary Minlschmidt
Lead Workforce Relations Consultant
Xcel Energy

Date 8/14/2014

Cc: file