

**United States Court of Appeals  
FOR THE EIGHTH CIRCUIT**

---

No. 00-1811  
No. 00-2105

---

|   |   |                                 |
|---|---|---------------------------------|
| Elliott Contracting Corp.; Fleury       | * |                                 |
| Electric, Inc.; Huntington Technical    | * |                                 |
| Services, Inc.; Mid-Northern Electric;  | * |                                 |
| Total Construct and Equipment, Inc.;    | * |                                 |
| Mendota Electric, Inc.,                 | * |                                 |
|   | * |                                 |
| Appellants,                             | * | Appeal from the United States   |
|   | * | District Court for the District |
| v.                                      | * | of Minnesota.                   |
|   | * |                                 |
| National Electrical Contractors         | * | [UNPUBLISHED]                   |
| Association, St. Paul Chapter;          | * |                                 |
| International Brotherhood of Electrical | * |                                 |
| Workers, Local 110,                     | * |                                 |
|   | * |                                 |
| Appellees.                              | * |                                 |

---

Submitted: December 13, 2000

Filed: December 29, 2000

---

Before McMILLIAN, FAGG, and MURPHY, Circuit Judges.

---

PER CURIAM.

Elliott Contracting Corp., Fleury Electric, Inc., Huntington Technical Services, Inc., Mid-Northern Electric, Total Construction and Equipment, Inc., and Mendota

Electric, Inc. are electrical contractors who employ union electricians. Although the contractors are not members of the National Electrical Contractors Association (NECA), a multi-employer bargaining association, the contractors authorized NECA to act as the contractors' bargaining agent in negotiations with the electricians' union. NECA and the union agreed to a collective bargaining agreement including an assessment of ten cents per hour per union worker to establish an administrative maintenance fund. The contractors refused to pay the assessment and did not withdraw their authorization to NECA before renewing their agreement. NECA filed a grievance and the contractors did not show up at the arbitration hearing. The arbitration panel found the contractors had violated the collective bargaining agreement and owed the assessment. After NECA filed an action in state court to confirm the arbitration award, the contractors filed this federal lawsuit against NECA and the union to vacate the award. The contractors also removed the state-court action, and amended their complaint to include antitrust and agency claims. The district court granted a motion to dismiss by NECA and the union, concluding the federal and state antitrust claims are covered by the nonstatutory labor exemption and the state agency claims are preempted by the National Labor Relations Act (NLRA). The court confirmed the arbitration award and denied attorney's fees. On appeal, the contractors argue the court committed error in confirming the arbitration award, in finding the NLRA preempts their state-law agency claims, and in concluding the labor antitrust exemption applies. Having carefully reviewed the record, the briefs, and the law, we affirm substantially for the reasons stated by the district court. See 8th Cir. R. 47B.

A true copy.

Attest:

CLERK, U.S. COURT OF APPEALS, EIGHTH CIRCUIT.