

**CALIFORNIA STATEWIDE
TRAFFIC SIGNAL AND STREET LIGHT SERVICE
AGREEMENT
BETWEEN
BEAR ELECTRICAL SOLUTIONS, INC.
AND
LOCAL UNIONS #47 AND #1245
OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

July 1, 2018 through June 30, 2023

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CALIFORNIA STATEWIDE TRAFFIC SIGNAL AND STREET LIGHT SERVICE AND MAINTENANCE AGREEMENT

AGREEMENT by and between BEAR ELECTRICAL SOLUTIONS, INC., and Local Unions #47 and #1245, I.B.E.W.

WITNESSETH: The purpose and intent of this Agreement is to establish uniform conditions of employment for the Company's outside electrical workers represented by the Union engaged in Traffic Signal and Street Light service and maintenance work, including:

1. Overhead and underground service and maintenance for Traffic Signal and Street Lighting work, including apparatus and fixtures, such as street lighting, highway lighting, traffic signal controls and systems, and series lighting and systems.
2. The driving and operation of all vehicles and equipment necessary to perform the work under this Agreement shall be performed by workmen employed under the terms of this Agreement. The scope of this Agreement does not include any new installations. This Agreement governs the repair, maintenance or dismantling, replacement, and modification on all above structures, lines and equipment.

BASIC PRINCIPLES

BEAR ELECTRICAL SOLUTIONS, INC., and the Union have a common and sympathetic interest in the industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between BEAR ELECTRICAL SOLUTIONS, INC., the Union and the Public. Progress in the industry demands a mutuality of confidence between BEAR ELECTRICAL SOLUTIONS, INC., and the Union. All will benefit by continuous peace and by adjusting any differences of opinion by rational common sense methods. Now therefore, in consideration of the mutual promises and agreement contained herein, the parties agree as follows:

ARTICLE I

Effective Date - Termination - Amendments - Dispute

Section 1.1 This Agreement, as amended, shall take effect on **July 1, 2018** and shall remain in effect through **June 30, 2023**. It shall continue in effect from year to year thereafter from July 1 through June 30th of each year, unless changed or terminated in the way provided herein.

Section 1.2 (a) Either party desiring to change or terminate this Agreement must provide written notification at least 60 but not more than 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

- (b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.
- (c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

Section 1.3 This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

Section 1.4 There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

ARTICLE II Employer Rights - Union Rights

Section 2.1 Members of the Union, except those meeting the requirements of Employer as defined herein, shall not contract for any electrical work by the hour, unit basis, lump sum or any other manner whatsoever.

Section 2.2 BEAR ELECTRICAL SOLUTIONS, INC., shall not loan or cause to be loaned any workmen in its employ and covered by this Agreement.

Section 2.3 The Employer recognizes the Union as the sole and exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. The Employer understands that the Local Unions' jurisdiction, both trade and territorial, is not a subject for negotiations but rather is determined solely within the IBEW by the International President and, therefore, agrees to recognize and be bound by such determinations.

Section 2.4 All employees covered by the terms of this Agreement shall be required to become and remain members of the respective Unions (Local 1245/47) as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later.

- Section 2.5 (a) Certain qualifications, knowledge, experience and financial responsibility are required of an Electrical Contractor in order to be recognized as an Employer under the terms of this Agreement. An "Employer" is to be recognized as a person, firm or corporation having the above qualifications, who maintains a permanent place of business other than his home and has suitable financial status to meet payroll requirements.
- (b) The Union understands BEAR ELECTRICAL SOLUTIONS, INC., is responsible to perform the work required by the owner of the projects on which it bids, contracts and deploys its workforce. BEAR ELECTRICAL SOLUTIONS, INC., shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing, and controlling the operation of its 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 Unions' geographical jurisdictions, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe BEAR ELECTRICAL SOLUTIONS, INC., and/or owner'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 2.6 BEAR ELECTRICAL SOLUTIONS, INC., as a condition of this Agreement, shall make regular payments to the State and/or Federal Government for Unemployment Compensation, Workmen's Compensation, Social Security and so forth, for each employee, and also such other payments as required by law. Regular payments to the National Electrical Benefit Fund as herein provided must also be made. Satisfactory proof of such regular payments must be furnished to the Union upon request.

Section 2.7 The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

Section 2.8 BEAR ELECTRICAL SOLUTIONS, INC., will not directly or indirectly or by any subterfuge, sublet or contract with employees, any or all of the labor services required on any contract of BEAR ELECTRICAL SOLUTIONS, INC.

Section 2.9 A representative of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement.

- Section 2.10 (a) BEAR ELECTRICAL SOLUTIONS, INC., agrees that any Employee working under the terms and conditions of this Agreement may request in writing that one cents (\$.01) per hour of his/her wages be deducted on a weekly basis, and if such request is made, BEAR ELECTRICAL SOLUTIONS, INC., agrees to accumulate these monies and then transmit the full amount deducted on a monthly basis by check made payable to the IBEW COPE Fund applicable to the Local Union in whose jurisdiction the work is being performed. Such check will be accompanied by a reporting form prescribed and provided by the parties hereto. Said form shall be properly executed shown each individual's name, social security number and total hours worked in all payroll periods of the previous month. This remittance and reporting form shall be received by the IBEW COPE Fund not later than the 15th of the month following the calendar month covered in the report. In the event payments are not made when due (as set forth above), BEAR ELECTRICAL SOLUTIONS, INC., shall be determined delinquent.
- (b) Employees may make voluntary contributions through payroll deductions to PAC funds, Injured Workers Funds, or other funds mutually agreed upon by BEAR ELECTRICAL SOLUTIONS, INC., and IBEW.

ARTICLE III

Hours - Working Conditions - Wage Payments

- Section 3.1 (a) Eight (8) consecutive hours of work with a thirty (30) minute break for lunch beginning no later than five consecutive hours after the start of the work day, which shall be scheduled between 6:00 am and 6:00 pm., shall constitute a work day. Five (5) consecutive days, Monday thru Sunday, shall constitute a work week. Overtime, at the rate of one and one-half (1- 1/2) times the straight time rate of pay, will be paid for hours worked after eight (8) hours per day, or after forty (40) hours per week. Double time after twelve (12) hours in a day.
- (b) Alternate Work Week. Ten (10) consecutive hours of work with a thirty (30) minute break for lunch beginning no later than five consecutive hours after the start of the work day shall constitute a work day. Four (4) consecutive days, Monday thru Sunday, shall constitute a work week. Overtime, at the rate of one and one-half (1-1/2) times the straight time rate of pay, will be paid for hours worked after ten (10) hours per day, or after forty (40) hours per week.

- (c) Notification of any change in the normally established work week must be made no later than quitting time of the last day of the preceding week, unless mutually agreed upon by the crew on site or to meet customer requirements.
- (d) Any deviations from the established or optional work days or work weeks necessary to meet the demands of individual contracts may be established in a pre-job conference.
- (e) Any work done in excess of twelve (12) continuous hours in any twenty-four (24) hour period shall be paid at double the straight time rate of pay.
- (f) Employees shall have a minimum of Eight (8) hours off between shifts. If an employee has less than eight hours off between shifts the employee shall be paid the applicable overtime rate until an eight hour break is taken, except in the case of after-hours service calls which will be paid for at the rate of one and one-half (1-1/2) times the straight time rate of pay.
- (g) A working day shall be defined as 12:01 AM to 12:00 Midnight.

Section 3.2 Holidays When workmen are required to work on New Year's Day, Martin Luther King Day, Memorial Day (the last Monday in May), Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day, or days celebrated as such, they shall be paid at the rate of double the regular straight time rate. No work shall be done on Labor Day, except where prior approval of the Business Manager has been granted or in cases of emergency.

Section 3.3 An employee must present to his Employer a bonafide jury duty slip in order to be excused for jury duty. That employee shall receive all compensation afforded by state law.

Section 3.4 All employees working for BEAR ELECTRICAL SOLUTIONS, INC., under the terms of this Agreement shall be paid on a regular weekly pay day not later than quitting time on the Friday following the previous work week ending on Sunday. Should BEAR ELECTRICAL SOLUTIONS, INC., elect to send employee's paychecks by standard U.S. Mail, the envelope must be postmarked no later than the Wednesday following the previous work week ending on a Sunday.

BEAR ELECTRICAL SOLUTIONS, INC., shall not hold back more than one week's pay.

Any workman required to wait for his pay shall receive pay at the straight time rate until paid, not to exceed eight (8) hours pay in any one twenty-four (24) hour period or forty (40) hours pay in any one seven (7) day period.

If a workman claiming waiting time is not available where checks are normally delivered, BEAR ELECTRICAL SOLUTIONS, INC., may send his check to the address given BEAR ELECTRICAL SOLUTIONS, INC., on the W-4 Form by U.S. Registered Mail or Certified Mail and the postmark on such Registered Mail or Certified Mail shall be considered as the time when the employee is paid. Claims for waiting time not registered in writing with the Business Manager of the Union and BEAR ELECTRICAL SOLUTIONS, INC., within seventy-two (72) hours of the time when the grievance is claimed to have occurred shall be forever waived.

In cases of hardship, new employees upon request shall be permitted to draw up to seventy-five (75%) of actual gross wages accrued once during the period from the first day of employment until the first regular weekly pay day only. After this date the regular provisions of this section shall apply.

When employees are laid off or discharged they shall receive their wages in full at the time of being laid off or discharged.

Section 3.5

- (a) Any employee reporting for work on a scheduled work day, and does not start work for any reason beyond his control, and not having been notified prior to one (1) hour before starting time, shall be paid for two (2) hours at the applicable rate of pay. Workmen may be required to perform duties, including safety meetings, at job site during these two hours. All employees shall furnish BEAR ELECTRICAL SOLUTIONS, INC., with a telephone number at which he may be reached.
- (b) If work is suspended by BEAR ELECTRICAL SOLUTIONS, INC., after work has started, the employee shall be paid for time worked, at a minimum of two (2) hours. However, if the employee is terminated for just cause or the employee quits, the employee shall be paid for time worked only.

Section 3.6

For purposes of this Article, "terminated" shall mean stopped from working, temporarily or otherwise, by BEAR ELECTRICAL SOLUTIONS, INC., or its Representative. Any employee who quits or is terminated for just cause shall receive only time worked.

Section 3.7 (a) Workmen called for work outside their regular working hours shall receive the overtime rate of one and one-half (1-1/2) time the straight time rate of pay for time worked. A minimum of 2 hours will be paid when employees are called out. Overtime worked under this provision shall not impact any other provision in this agreement.

(b) On-Call/Stand By: Workmen who have the responsibility of being on On-Call/Stand By and do not receive a call during the On-Call week (Section 3.1), shall receive two (2) hours of pay at the overtime rate.

Section 3.8 A normal work day shall consist of eight (8) consecutive hours scheduled between 6:00 a.m. and 6:00 p.m. If an employee is assigned to work regular work hours, all hours worked between 6:00 p.m. and 6:00 a.m. shall be paid at a shift differential rate of 7% above the regular salary for each classification. There shall be no pyramiding of premium pay.

Section 3.9 Workmen desiring to take time off must notify BEAR ELECTRICAL SOLUTIONS, INC., the previous day except in case of emergency or sudden illness.

Section 3.10 Workmen covered by this Agreement are not to receive less than the regular hourly rate of pay for their job classification when called upon to perform work of lesser skill, unless cleared through the office of the Business Manager in whose jurisdiction the work is performed. Apprentices transferred by the Apprenticeship Director shall receive their wages in full at the time of the transfer.

Section 3.11 Wages shall be paid according to Exhibit A.

Section 3.12 **Substance Abuse Policy**

The Company and the Union recognize the importance of maintaining a safe, productive and efficient work environment, and the dangers the use or abuse of alcohol, drugs and/or controlled substances can create in the electrical contracting industry. They can impair the ability of employees to perform job responsibilities and can also increase the potential for work-related accidents and other failures that may pose serious safety and health risks to employees, co-workers, customers and the general public. Therefore, bargaining unit employees shall be subject to the Company's Drug and Alcohol Free Workplace Policy to the fullest extent allowed by law.

To help ensure a substance-free workplace, all job applicants, subject to applicable laws and customer contract requirements, will be required to pass a drug screen before beginning work. A positive test result, a diluted test result or a refusal to test will result in the revocation of any job offer

that has been extended to the job applicant and ineligibility for future employment with BEAR ELECTRICAL SOLUTIONS, INC., for a period of not less than six (6) months.

Employees covered by this Agreement are subject to drug and alcohol testing under the following circumstances, where permitted by law: reasonable suspicion, post-accident, return-to-duty, fitness for duty, post-rehabilitation, and random. A diluted test result or a refusal to test will be treated the same as a positive test result and will subject the employee to disciplinary action up to and including termination of employment.

An employee's decision voluntarily to seek substance abuse assistance prior to being identified as having violated the Company's Drug and Alcohol Free Workplace Policy will not be used as the basis for disciplinary action. On the other hand, seeking treatment will not lessen or prevent the imposition of disciplinary action where an individual has violated this policy and where the Company learns of the violation from sources other than voluntary disclosure.

3.13

Sick Time

Effective the Sunday following the ratification date of this Agreement in 2018 and each January 1 thereafter, employees will be eligible at a minimum (3) days (24 hours) of paid sick leave per California law. New employees hired after the effective date of this Agreement, will be eligible for three (3) days of sick leave on the ninetieth (90th) day of employment. All other Federal and local ordinances, including, but not limited to those cities of Berkley, Emeryville, Oakland, Los Angeles and San Francisco will apply per those requirements.

If, during the term of this Agreement, the State of California adopts a requirement that increases the amount of sick leave an Employer must provide, this Agreement shall be reopened for the purpose renegotiating the sick time provision.

This requirement is a minimum requirement. At the company's option, additional sick leave may be granted.

Sick Leave shall not carry over from one calendar year to the next. The Company agrees to buy back unused sick days at the end of the calendar year. Sick leave will not be paid out upon separation from employment.

ARTICLE IV

Apprenticeship and Training Joint Committee

Section 4.1 BEAR ELECTRICAL SOLUTIONS, INC., shall contribute Fifty cents (\$.50) per hour, for all hours worked, into a fund for the purpose of establishing a jointly administered apprentice and training program. By mutual agreement, BEAR ELECTRICAL SOLUTIONS, INC., and the trustees of the apprentice program shall have the right to increase or decrease this hourly contribution in accordance with program needs.

ARTICLE V

Health and Welfare

Section 5.1 (a) The parties signatory hereto shall enter into a Health and Welfare Plan for which there is a Trust Agreement, known as the Line Construction Benefit Fund, for the purpose of providing insurance benefits for eligible employees and/or their dependents.

BEAR ELECTRICAL SOLUTIONS, INC., shall pay to the Line Construction Benefit Fund the sum of five dollars and seventy-five cents (\$5.75) for each hour worked beginning January 1, 2018. Hours worked shall be deemed to include straight-time hours worked, overtime hours worked, and report time not worked.

Remittance shall be forwarded to the place designated by the parties hereto on or before the fifteenth (15th) day of each month for each hour worked in weekly payroll periods ending during the preceding month, together with a monthly payroll report on a form to be furnished to the Employer.

It is understood and intended by the parties to this Agreement that the purpose of this clause is to establish an Employer financed Health and Welfare Trust and that contributions thereto shall not be deemed to be wages to which any employee shall have any right other than the right to have such contributions paid over to the Trust fund in accordance herewith.

Failure of BEAR ELECTRICAL SOLUTIONS, INC., to make all payments provided for, including liquidated damages for late payments, within the time specified, shall be a breach of this Agreement and will further require action by the Trustees as set forth in the Trust Agreement.

BEAR ELECTRICAL SOLUTIONS, INC., will make periodic increases to the Health and Welfare Plan Hourly Contribution Rate commensurate with changes in the LINECO rate during the term of the Agreement up to

a maximum rate of seven dollars and fifty cents (\$7.50) per hour. Any increase in the required contribution set forth above that exceeds seven dollars (\$7.00) per hour will be paid from the Employee's HRA contribution.

(b) HRA: The Employer also agrees to pay into the Line Construction Benefit Fund \$0.50 per hour. The \$0.50 is the required and maximum per hour contribution allowed. HRA is calculated on all hours worked for all working classifications covered by this Agreement. These contributions shall be used to provide Health Reimbursements Account(s) under Line Construction Benefit Fund Plan of Benefits.

Restated Employees Benefit Agreement and Trust

Section 5.2

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 NEBF or its 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.

BEAR ELECTRICAL SOLUTIONS, INC., hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

If BEAR ELECTRICAL SOLUTIONS, INC., 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 local collection agent.

The failure of BEAR ELECTRICAL SOLUTIONS, INC., to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Labor Agreement.

401(k)

Section 5.3 It is agreed that in accordance with the Company's 401(k) Plan (the "401(k) Plan"), that BEAR ELECTRICAL SOLUTIONS, INC., will contribute three percent (3%) of a worker's gross wage into the 401(k) Plan ("Pension Contribution") and shall administer the plan in accordance with the plan documents.

Additionally, workers shall be offered the choice to make salary deferrals into the 401(k) Plan up to the maximum amount allowed by the Internal Revenue Service for each plan year, based upon the workers age. These salary deferrals are discretionary, can be changed by the worker at anytime, and are in addition to BEAR ELECTRICAL SOLUTIONS, INC., Pension Contribution.

Workers shall be immediately vested in 100% of the Pension Contribution. The Pension Contribution shall be held in trust by BEAR ELECTRICAL SOLUTIONS, INC., on the employee's behalf and shall be subject to all the guidelines set forth by the 401(k) Plan and applicable governing laws regarding such plans.

Pension Contributions and salary deferrals held in trust in the 401(k) plan shall be placed in individual accounts, and workers shall have the ability direct the investments of their own funds in the 401(k) plan.

Failure by BEAR ELECTRICAL SOLUTIONS, INC., to make all payments provided for under this clause shall be a breach of this Agreement.

Section 5.4 Vacation Fund: BEAR ELECTRICAL SOLUTIONS, INC., shall offer employees the opportunity to defer a portion of their regular paycheck via direct deposit into an employee bank account for the purpose of having a personal vacation fund. Any money deferred will be deferred from the employee's regular pay and therefore be funded by the employees. The employer shall provide the administration of these Vacation Fund payroll deductions at no cost to the employee through the employers' regular payroll activities.

ARTICLE VI

Safety

Section 6.1 On all accidents, the employee injured will notify BEAR ELECTRICAL SOLUTIONS, INC., verbally immediately, and by written notification within twenty-four (24) hours of the accident.

Section 6.2 All work performed under this Agreement shall be done in accordance with applicable Federal, State, Local and/or Employer safety rules and regulations.

Section 6.3 (a) BEAR ELECTRICAL SOLUTIONS, INC., shall furnish all safety devices and equipment needed for safe performance of the work and shall furnish first aid sets. It shall be the duty of the driver of the vehicle to see that the first aid set is properly maintained.

(b) Personal safety equipment in the nature of hard hats and safety glasses will be assigned to the employee and must be returned to BEAR ELECTRICAL SOLUTIONS, INC., when termination occurs.

Section 6.4 BEAR ELECTRICAL SOLUTIONS, INC., shall furnish paper cups and adequate drinking water on each truck.

ARTICLE VII

Scope of Work and Classifications

This agreement covers the servicing and maintenance of intelligent transportation systems (traffic signal systems) and street lighting systems and is not intended to be used for work normally considered construction work and performed under this jurisdiction of inside local unions, which is specifically excluded from this Agreement, except to the extent agreed to and provided in the attached Memorandum of Understanding (MOU) between the parties to this Agreement and the signatory Inside Local Unions, said MOU being a material term and condition of this Agreement. In the event of a jurisdictional dispute between the parties to this Agreement and an Inside Local, the dispute will be submitted to the IBEW 9th District International Vice President for resolution consistent with the intent and terms of this Agreement; his decision on jurisdictional matters will be final and binding

Servicing work means routine, normal, incidental, recurring, and usual work for the preservation, protection, and keeping of any traffic signal operational for the purpose of safety and useable condition. It does not include the installation, conversion and upgrade

of new and existing systems which is considered normal construction work. Servicing also includes:

- Maintenance and monitoring of systems components for Intersection Controller, Cabinet, Service Cabinet, Signal Hardware, or Software Components.
- Re-installation of existing inductive loops. Equipment of apparatus that could be damaged or destroyed may be placed in a safe yet operational status until permanently replaced.
- Permanent replacement of such temporary conditions may be performed under maintenance as municipalities or agencies direct.
- Repair or replacement of internally illuminated street name signs, when necessary or directed.

The classifications under this agreement are as follows:

Section 7.1 Streetlight Maintenance Worker

A Streetlight Maintenance Worker performs service work on streetlights, electroliers, and sign lighting. Cleans and changes glassware, replaces lamps and defective parts, and performs other miscellaneous work on lights and circuits. Streetlight Maintenance Worker shall perform work on all public and private way streetlighting luminaires including the replacement of the following defective or missing components: lamp, photocell, photocell receptacle, ballast, reflector, refractor, refractor frame, starter, fuses, and repair of internal wiring connections. If the luminaire is not deemed repairable, the streetlight maintenance worker will replace the entire luminaire. Streetlight Maintenance Worker shall perform all work on electrical conductors, conduit and electrical equipment related to the streetlight system. The Streetlight Maintenance Worker shall perform all streetlight and traffic signal LED retrofit work in the public and private way. This classification may direct the work of Groundmen. This position shall not work unsupervised on circuits with a potential for greater than 600 volts.

Section 7.2 Traffic Signal Maintenance Worker

A Traffic Signal Maintenance worker performs complete service, repair, modification and replacement of traffic signal controllers, signal heads, poles, cabinets, cabinet components, backplates, detectors, lamps, and associated devices. Responds to emergencies. Performs inspections, testing, diagnostic analysis, troubleshooting and repairs of the traffic signal system. Investigates and repairs conduit, field wiring and cabinet wiring. Responsible for performing routine preventative service including; inspect, clean, and reset controllers and controller equipment, test and repair equipment, test and repair all sensors, and verifying the proper functions of the controller. This classification may direct the work of Groundmen.

Section 7.3 Traffic Signal & Streetlight Maintenance Groundman

Traffic signal and streetlight Groundman's duties include digging, trenching, pouring concrete, assisting with wire pulling in the presence of a Traffic Signal or Streetlight Maintenance Technician, erecting poles, and other activities as directed that is necessary for service and maintenance work covered by this agreement.

Section 7.4 Callbox Technician

A Callbox Technician performs complete maintenance, service, repair, modification and replacement of call boxes including callbox components and associated and associated devices. Responds to emergencies. Performs inspections, testing, diagnostic analysis, troubleshooting and repairs of the callbox system. Responsible for performing routine preventative service including; inspect, clean, test, and repair equipment verifying the proper functions of the callbox. This classification may direct the work of Groundmen.

Section 7.5 Warehouse Worker

The Warehouse Worker performs routine warehouse organizational/clean-up duties for the office/warehouse/yard facilities as well as material shipping and receiving duties including material delivery to jobsites. Performs all aspects of inventory management including staging of materials.

Section 7.6 Warehouse Worker, Trainee

The Warehouse Worker, Trainee is an entry level classification. New hires, with no previous warehouse experience, will be assigned to this classification for their first 12 months of employment. They perform routine warehouse organizational/clean-up duties for the office/warehouse/yard facilities as well as material shipping and receiving duties including material delivery to job sites. Performs all aspects of inventory management including staging of materials.

Section 7.7 Foreman (Working and Non-Working)

A Foreman oversees the daily field work on job sites and ensures work is performed according to the quality and output required this includes but is not limited to; coordinating jobs, problem solving, directing employees in the performance of their work.

A Working Foreman is allowed to work with the tool of the trade and perform related field work.

Section 7.8 Apprenticeship Program

The apprenticeship program shall be designed and implemented by mutual agreement.

ARTICLE VIII
Referral Procedure

- Section 8.1 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.
- Section 8.2 The Union and BEAR ELECTRICAL SOLUTIONS, INC., shall be the sole and exclusive sources of referral of applicants for employment.
- Section 8.3 BEAR ELECTRICAL SOLUTIONS, INC., shall have the right to reject any applicant for employment.
- Section 8.4 The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.
- Section 8.5 The Union shall maintain a register of applicants for employment established on the basis of the Classifications and Groups listed below. Each applicant for employment shall be registered in the highest priority Group in the Classification or Classifications for which he qualifies:

CLASSIFICATION A – Traffic Signal Maintenance Workman

All applicants for employment who have three and one-half (3-1/2) or more years' experience in the trade, and have passed a Journeyman examination given by a duly constituted Outside Local Union of the I.B.E.W.

All applicants for employment who have three and one-half (3-1/2) or more years' experience in the trade and who have passed a TRAFFIC SIGNAL MAINTENANCE WORKMAN examination given by a duly constituted Outside Local Union of the I.B.E.W. or have been certified as a TRAFFIC SIGNAL MAINTENANCE WORKMAN by any Outside Area Joint Apprenticeship and training Committee.

CLASSIFICATION B - Streetlight Maintenance Worker

All applicants for employment who have experience in the trade and who have passed an examination pertaining to their classification given by a duly constituted Outside Local Union of the I.B.E.W.

CLASSIFICATION C – Street Light/Traffic Signal Groundman

All applicants for employment who have experience in the trade; are residents of the geographical area constituting the normal construction labor market; have the necessary qualifications pertaining to their classification, and who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.

CLASSIFICATION D – Callbox Technician

All applicants for employment who have experience in the trade; are residents of the geographical area constituting the normal construction labor market; have the necessary qualifications pertaining to their classification, and who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement or have equivalent work experience.

CLASSIFICATION E – Warehouse Worker

All applicants for employment who have experience in the trade or equivalent work experience and a valid driver’s license. Notwithstanding any other provision of this agreement, all newly hired Warehouse Workers shall be hired under an initial 90-day probationary period in which they shall be exempt from this agreement.

Section 8.6

“Resident” means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 8.7

“Examination” - An “Examination” shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Outside Construction Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years’ experience in the trade.

Section 8.8

If the registration list is exhausted and the Local Union is unable to refer applicants for employment to BEAR ELECTRICAL SOLUTIONS, INC., within 48 hours from the time of receiving BEAR ELECTRICAL SOLUTIONS, INC., request, Saturdays, Sundays and holidays excepted,

BEAR ELECTRICAL SOLUTIONS, INC., shall be free to secure applicants without using the Referral Procedure. BEAR ELECTRICAL SOLUTIONS, INC., shall notify the Business Manager promptly of the names and Social Security numbers of such.

Notwithstanding Section 2.5 above, BEAR ELECTRICAL SOLUTIONS, INC., shall be free to recruit new Traffic Signal Maintenance Workers for trial periods of 60 days each. If such workers pass the Traffic Signal Maintenance test after the 60 day trial period, such workers shall be registered as Traffic Signal Maintenance Workers in his respective Local Jurisdiction and dispatched to BEAR ELECTRICAL SOLUTIONS, INC.,

During the trial period, with the exception of wage and benefits, such employee shall be probationary.

LOCAL JURISDICTION

“Normal construction labor market” is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured. Employees dispatched from these geographical areas or working within these locations will be represented by the respective local unions:

- (a) The State of California except Siskiyou, Modoc, and Del Norte Counties.
- (b) There shall be two (2) dispatching points established within the normal construction labor market area:

SOUTHERN: 600 N. Diamond Bar Blvd. Diamond Bar, CA 91765 will be the dispatching point for applicants for employment in:

Counties in California - San Diego, Imperial, Orange, Los Angeles, Riverside, San Bernardino, Ventura, Santa Barbara, Kern, Inyo, Mono, Kings, Tulare and San Luis Obispo.

NORTHERN: Currently 30 Orange Tree Circle, Vacaville, CA 95696 will be the dispatching point for applicants for employment in:

Counties in California:

Alameda	Marin	Santa Clara
Alpine	Mariposa	Santa Cruz
Amador	Mendocino	Shasta
Butte	Merced	Sierra
Calaveras	Monterey	Solano
Colusa	Napa	Sonoma

Contra Costa	Nevada	Stanislaus
El Dorado	Placer	Sutter
Fresno	Plumas	Tehama
Glenn	Sacramento	Trinity
Humboldt	San Benito	Tuolumne
Lake	San Francisco	Yolo
Lassen	San Joaquin	Yuba
Madera	San Mateo	

The above geographical area is agreed upon by the parties to include the areas defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act on which this Agreement is applied.

Section 8.9 The Union shall maintain an “Out of Work List” which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Section 8.10 Re-Registration An applicant who has registered on the "Out of Work List" must renew his application every thirty days or his name will be removed from the "List".

Section 8.11 An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 8.12 BEAR ELECTRICAL SOLUTIONS, INC., shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to BEAR ELECTRICAL SOLUTIONS, INC.,

Section 8.13 The only exceptions which shall be allowed in this order of referral are as follows:

- (a) When BEAR ELECTRICAL SOLUTIONS, INC., states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

Section 8.14 An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by BEAR ELECTRICAL SOLUTIONS, INC., or by the Association, as the case may be, and Public Member appointed by both these members.

Section 8.15 It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the

administration by the Local Union of Sections 8.4 through 8.15 of this Referral Procedure. The Appeals Committee shall have the power to make final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Referral Procedure and its decisions shall be in accord with this Agreement.

Section 8.16 A representative of BEAR ELECTRICAL SOLUTIONS, INC., or of the Association, as the case may be, designated to the Union, in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 8.17 A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of BEAR ELECTRICAL SOLUTIONS, INC., who are parties to this Agreement.

Section 8.18 Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Outside Area Streetlight / Traffic Signal Training Agreement.

ARTICLE IX

Savings Clause

Section 9.1 Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions 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 applicable laws.

Section 9.2 Nothing in this Agreement is intended to require the violation of applicable State or Federal Laws by either BEAR ELECTRICAL SOLUTIONS, INC., or the Union.

ARTICLE X

Code of Excellence

Section 10.1 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.

ARTICLE XI

Business Code of Conduct

Section 11.1 All parties and employees subject to this Agreement will comply with BEAR ELECTRICAL SOLUTIONS, INC., Electrical Business Conduct Guidelines in the performance of their duties.

ARTICLE XII

Grievance Procedure

Section 12.1 A grievance is defined as any dispute or controversy regarding application or interpretation of any provision of this Agreement. Grievances shall be presented and processed as follows:

STEP 1: As soon as possible, but in no event later than five (5) calendar days from the date of the alleged violation or the date upon which the employee or union should have become aware of the alleged violation, the employee or union will notify the employee's immediate supervisor in the event of a grievance related to one or more individual employees or the Area Manager in the event of a grievance related to application of a contract provision to a group of employees of the existence of a dispute. Failure to raise a grievance within the time period set forth above, absent mutual agreement by the parties to extend this time period, will result in forfeiture of the right to grieve the particular matter. Both parties shall put forth their best efforts to resolve the Grievance at this level within 72 hours. If the Grievance is not resolved within 72 hours, the Union may take the Grievance to Step 2.

STEP 2: If a Grievance is not resolved in Step 1, the aggrieved party may appeal the issue to the Human Resources Manager in writing within seven (7) calendar days from receipt of the Company's answer at Step 1 or expiration of the time period for such response, unless the time is extended by mutual agreement of the parties. Grievances involving issues related to company policies, practices, procedures or other similar issues may be initiated at Step 2 by submitting them in writing to the Human Resources Manager. Upon receipt of the written Grievance, which should set forth the facts underlying the dispute, the specific contract provisions allegedly being violated and the resolution sought, the Company will have ten (10) calendar days within which to respond.

STEP 3: If a grievance is not resolved in Step 2, the aggrieved party may appeal the grievance to the Area Manager in writing within seven (7) calendar days from receipt of the Company's answer at Step 2 or expiration of the time period for such response, unless the time is extended by mutual agreement of the parties. If the Grievance is not appealed within the 7 day period, it will be considered withdrawn. Upon receipt of the written appeal of the Grievance from Step 2, the Company will have seven (7) calendar days within which to respond.

Arbitration: If a grievance is not resolved at Step 3, the aggrieved party may upon written notice to the Area Manager within thirty (30) calendar days from receipt of the Company's answer at Step 3 or expiration of the time period for such response, unless the time is extended by mutual agreement of the parties, request that the grievance be submitted for arbitration. Failure to request arbitration within thirty days will result in the Grievance being considered withdrawn. Prior to submitting the Grievance to arbitration, the parties shall attempt to mediate the dispute with the Conciliation and Mediation Services at the earliest available date. If mediation is unsuccessful, the parties will jointly request a panel of arbitrators from the American Arbitration Association from which to select (either by alternately striking names until only one name remains or by mutual selection of an individual arbitrator) an arbitrator to hear the dispute.

The arbitration hearing will be conducted pursuant to the rules of the American Arbitration Association for labor arbitrations. The decision of the arbitrator will be final and binding, except that the arbitrator will have no authority to amend, modify or alter the terms of this Agreement. Unless the parties agree in writing otherwise, only one grievance will be heard at a time. The fees and expenses of the arbitrator and those associated with a hearing room at a neutral location, if any, will be shared equally by the parties. The parties may mutually agree to utilize expedited arbitration procedures.

ARTICLE XIII
Favored Nations

If the Union grants to any other employer, doing the same type of work covered by this Agreement in any geographical area covered by this Agreement, a contract with any wages and/or fringe benefits less favorable to the employees covered under such an agreement than any wage and fringe benefits applicable to employees covered under the instant Agreement, the Company or its successors or assigns, may at the Employer's option, incorporate into the instant Agreement any of the wages and/or fringe benefits provided for in such other contract without regard to any geographic limitations contained in such other contract. Said incorporation of more favorable terms into the instant Agreement may be done at any time by the Employer informing the Union in writing of said incorporation, and may, at the sole discretion of the Employer, be applied to any or all of the employees covered under this Agreement regardless of geographic location.


If the Union negotiates with any other employer, doing the same type of work covered by this Agreement in any geographical area covered by this Agreement, a contract with any wages and/or fringe benefits more favorable to the employees covered under said agreement than any wage and/or fringe benefits applicable to employees covered under the instant Agreement, the Company or its successors and assigns shall, upon written demand by the Union, bargain in good faith regarding increasing the wages and/or fringe benefits in the instant Agreement to the amount of any of the wages and/or fringe benefits contained in such other agreement, without regard to any geographic limitation contained in such other agreement. All provisions of this Agreement and any extensions or amendments thereto, shall remain in full force and effect throughout any bargaining pursuant to this Article.

In order to facilitate the operation of this Article, the Union agrees to furnish the Employer with copies of all collective bargaining agreements and any addendums in any geographic area covered by this Agreement between the Union and other employers which are or hereafter may become effective during the term of this Agreement.

California Statewide Traffic Signal and Streetlight Service Agreement

For: Bear Electrical Solutions, Inc.


For: IBEW



Andrew Bader



Tom Dalzell, Local #1245



Brent Paulson



Ralph Armstrong – Local #1245



Pat Lavin - Local #47



Colin Lavin – Local #47

EXHIBIT A
WAGE EXHIBIT

Except as indicated below, all wages paid for maintenance/service work performed under this agreement shall be paid at the then applicable prevailing wage rate as determined by the State of California in effect at the time that the work is performed.

For work performed under this Agreement that would not otherwise be subject to prevailing wage including but not limited to work performed for exempted charter cities, private-sector work, and internally charged (overhead) time, the following wages shall be paid.

Classification	Base Wage			Fringe Benefits			401k	H&W***	HRA	Training**
	7/1/2018	7/1/2019	7/1/2020	NEBF 7/1/2018	NEBF 7/1/2019	NEBF 7/1/2020				
Foreman - working (Norcal)	\$57.72	\$59.46	\$61.24	\$1.73	\$1.78	\$1.84	3%	\$5.75/hr	\$0.50/hr	\$0.00/hr
Foreman - non-working (Norcal)	\$60.48	\$62.30	\$64.16	\$1.81	\$1.87	\$1.92	3%	\$5.75/hr	\$0.50/hr	\$0.00/hr
T/S Maintenance Worker (Norcal)	\$54.98	\$56.63	\$58.33	\$1.65	\$1.70	\$1.75	3%	\$5.75/hr	\$0.50/hr	\$0.00/hr
SIL Maintenance Worker (Norcal)	\$30.99	\$31.92	\$32.87	\$0.93	\$0.96	\$0.99	3%	\$5.75/hr	\$0.50/hr	\$0.00/hr
Groundman (Norcal)	\$27.87	\$28.71	\$29.57	\$0.84	\$0.86	\$0.89	3%	\$5.75/hr	\$0.50/hr	\$0.00/hr
Callbox Technician (Norcal)	\$26.07	\$26.85	\$27.66	\$0.78	\$0.81	\$0.83	3%	\$5.75/hr	\$0.50/hr	\$0.00/hr
Warehouse Worker (Norcal) *	\$21.71	\$22.37	\$23.04	\$0.65	\$0.67	\$0.69	3%	\$5.75/hr	\$0.50/hr	\$0.00/hr
Warehouse Trainee	\$13.03	\$13.42	\$13.82	\$0.39	\$0.40	\$0.41	3%	\$5.75/hr	\$0.50/hr	\$0.00/hr
Foreman - working (Socal)	\$53.26	\$54.85	\$56.50	\$1.60	\$1.65	\$1.70	3%	\$5.75/hr	\$0.50/hr	\$0.00/hr
Foreman - non-working (Socal)	\$55.80	\$57.47	\$59.19	\$1.67	\$1.72	\$1.78	3%	\$5.75/hr	\$0.50/hr	\$0.00/hr
T/S Maintenance Worker (Socal)	\$50.72	\$52.24	\$53.81	\$1.52	\$1.57	\$1.61	3%	\$5.75/hr	\$0.50/hr	\$0.00/hr
SIL Maintenance Worker (Socal)	\$29.67	\$30.56	\$31.48	\$0.89	\$0.92	\$0.94	3%	\$5.75/hr	\$0.50/hr	\$0.00/hr
Groundman (Socal)	\$28.10	\$28.94	\$29.81	\$0.84	\$0.87	\$0.89	3%	\$5.75/hr	\$0.50/hr	\$0.00/hr
Callbox Technician (Socal)	\$24.60	\$25.34	\$26.10	\$0.74	\$0.76	\$0.78	3%	\$5.75/hr	\$0.50/hr	\$0.00/hr
Warehouse Worker (Socal) *	\$20.28	\$20.88	\$21.51	\$0.61	\$0.63	\$0.65	3%	\$5.75/hr	\$0.50/hr	\$0.00/hr
Warehouse Trainee	\$12.17	\$12.54	\$12.91	\$0.37	\$0.38	\$0.39	3%	\$5.75/hr	\$0.50/hr	\$0.00/hr

*Warehouse worker rates listed apply after the initial 90-Day probationary period has been completed.

**Training rate of \$0.50/hr is currently suspended. The contribution rate may be amended in accordance with Section 4.1 of this Agreement.

***Health & Welfare payment of \$5.75/hour effective 7/1/18 and to remain in effect except in accordance with Section 5.1 of this Agreement. Health & Welfare not to exceed to \$7.50/hour.

Effective July 1, 2021, the wage rates that were in effect on June 30, 2021 will be increased based upon the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics, for the twelve-month period ending April 30, 2021 for the San Francisco-Oakland-San Jose local area (Table 4). However, the wage increase to be effective July 1, 2021 shall be no less than two percent (2%), nor more than three percent (3%) of the wage rates that were effective on June 30, 2021.

Effective July 1, 2022, the wage rates that were in effect on June 30, 2022 will be increased based upon the percentage increase in the Consumer Price Index for All Urban

Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics, for the twelve-month period ending April 30, 2022 for the San Francisco-Oakland-San Jose local area (Table 4). However, the wage increase to be effective July 1, 2022 shall be no less than two percent (2%), nor more than three percent (3%) of the wage rates that were effective on June 30, 2022.

EXHIBIT B

Memorandum of Understanding (MOU) between IBEW Inside Construction Local Unions of California and IBEW Local Unions 1245 and 47 regarding Republic Intelligent Transportation Services, Inc

This MOU between the California Inside and Outside Local Unions and Republic Intelligent Transportation services, Inc. (“Republic”) is for the purpose of transfer of employees between IBEW Locals #47 and #1245 and the Inside Construction Locals in the performance of new construction work on traffic signals and street lights.

The following conditions for the transfer of Republic employees shall apply;

Republic may bring up to four bargaining unit employees employed under the California Statewide Traffic Signal and Street Lighting Service and Maintenance Agreement signed with IBEW Locals #47 and #1245 into California Inside Local Unions for the performance of new construction on traffic signal and street lighting work. The Groundman classification under the California Statewide Traffic Signal and Street Lighting Service and Maintenance Agreement is exempt from this MOU. Groundman employees working on new construction of traffic signals and streetlights shall not be counted toward the four bargaining unit employees and will be allowed full mobility. A Groundman shall not perform any electrical work at anytime.

Republic shall notify each Inside Local Union before bargaining unit employees employed under the California Statewide Traffic Signal and Street Lighting Service and Maintenance Agreement signed with IBEW Locals #47 and #1245 perform work in their jurisdiction under this MOU.

Republic shall pay all employees the applicable prevailing wage rate for construction when employees are performing construction work.

Bargaining unit employees employed under the California Statewide Traffic Signal and Street Lighting Service and Maintenance Agreement signed with IBEW Locals #47 and #1245 who perform construction work shall pay all working assessments and dues to the Inside Local Union where the construction work is performed through deduction and administration by Republic and directed to the proper Inside Local Union.

Other than the working assessments and dues mentioned above, neither Republic nor its employees shall have any other obligations to the California Inside Local Unions for the payment of any other fringe benefits including but not limited to Pension and Health and Welfare. Republic shall continue to report and contribute fringe benefits including Health and Pension benefits to Locals #47 and #1245 under the terms of the California Statewide Traffic Signal and Street light Service and Maintenance Agreement.

Any dispute regarding jurisdiction of work shall be directed to the IBEW 9th District Vice President for determination and resolution. This MOU shall terminate upon the termination of the California Statewide Traffic Signal and Street Lighting Service and Maintenance Agreement between Republic and IBEW Locals #47 and #1245 or by the mutual agreement of Republic and the IBEW. This MOU represents the complete understanding of the California Inside and Outside Local Unions and Republic, and can only be amended by mutual consent.