

**CALIFORNIA STATEWIDE
TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE
AGREEMENT**

BETWEEN

REPUBLIC ELECTRIC

AND

LOCAL UNIONS #47 AND #1245

OF THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Sept. 1, 2005 through June 30, 2008

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CALIFORNIA STATEWIDE TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE AGREEMENT

AGREEMENT by and between the Republic Electric, 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 outside electrical workers represented by the Union engaged in Traffic Signal and Street Light Maintenance work for Republic Electric.

1. Overhead and underground 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

Republic Electric 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 Republic Electric, the Union and the Public. Progress in the industry demands a mutuality of confidence between Republic Electric 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:

SCOPE OF WORK FOR MAINTENANCE OF INTELLIGENT TRANSPORTATION SYSTEMS (TRAFFIC SIGNAL SYSTEMS) AND STREET LIGHTING SYSTEMS

This Scope of Work is intended to be utilized for maintenance of agency and municipal traffic signal and street lighting systems contracts normally offered for a term of 1 – 5 years. **It is not intended to cover work normally considered construction work.**

Maintenance is defined as 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 and shall not include installation, conversion and upgrade of new and existing systems which is considered normal construction work.

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.

Any an all work competitively bid shall be paid at the prevailing electrician's rate for Traffic Signal and Street Lighting construction.

In the event of a jurisdictional dispute between the inside or outside branches and Republic Electric, all matters will be submitted to the 9th District International Vice President, whose decision on jurisdictional matters shall be final and binding,

ARTICLE I

Effective Date - Termination - Amendments - Dispute

Section 1.1 This Agreement amended, shall take effect on Sept 1, 2005 and shall remain in effect through **June 30, 2008**. 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 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.
- (d) Unresolved issues or disputes shall be referred to the Labor-Management Committee (hereinafter "LMC" as defined in Section 1.5). If the LMC is unable to resolve the matter within ten (10) working days it shall be referred to an arbitrator for a final and binding determination.
- (e) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

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.

Section 1.5 There shall be a Labor-Management Committee of two representing the Union and two representing Republic Electric. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and Republic Electric shall select the management representatives.

Section 1.6 All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

Section 1.7 All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 1.8 Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Conciliation and Mediation Services for mediation. If mediation is unsuccessful the mediator shall have the right to make a final and binding decision.

Section 1.9 When any matter in dispute, has been referred to mediation/arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

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 (a) Employers assenting to this Agreement who desire to move their men between the construction labor market area administered by one Local Union to that administered by another within the area covered by this Agreement, shall be bound by the following requirements:
- Section 2.3 Republic Electric shall not loan or cause to be loaned any workmen in his employ and covered by this Agreement.
- Section 2.4 Republic Electric acknowledges and agrees that if a majority of its employees has authorized the Union to represent them in collective bargaining, Republic Electric agrees to recognize and does hereby recognize the Union, its agents, representatives or successors as the exclusive collective bargaining agent for all employees performing electrical construction work within the jurisdiction of the Union on all present and future jobsites.
- Section 2.5 All employees covered by the terms of this Agreement shall be required to become and remain members of the Unions 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 2.6 (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) A Traffic Signal Maintenance worker or a Street Light Maintenance worker shall be required to make corrections on improper workmanship for which he is responsible, during regular working hours, unless errors were made by orders of Republic Electric, or Republic Electric's representative.
- (c) The Union understands Republic Electric is responsible to perform the work required by the owner. Republic Electric shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing, and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe Republic Electric's 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 2.7 Republic Electric, 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 2.8 The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

Section 2.9 No Employer shall directly or indirectly or by any subterfuge, sublet or contract with employees, any or all of the labor services required on any contract of Republic Electric.

Section 2.10 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 2.11 The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, will be sufficient cause for the cancellation of his Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions in California as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union in California to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

Section 2.13 Republic Electric agrees to deduct and forward to the Financial Secretary of the Local Union - upon receipt of a voluntary written authorization - the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to Republic Electric by the Local Union upon request by Republic Electric.

Section 2.14
(a) Each employer signatory or otherwise bound by this Agreement agrees that any Employee working under the terms and conditions of this Agreement may request

of said Employer in writing that one cents (\$.01) per hour of his/her wages be deducted on a weekly basis. Republic Electric agrees to accumulate these monies and then transmit the full amount deducted on a monthly basis by check made payable 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), Republic Electric shall be determined delinquent.

- (b) Employees may make voluntary contributions through payroll deductions to PAC funds, Injured Workers Funds, or other funds mutually upon by Republic Electric and IBEW.

Section 2.15

- (a) Aggrieved Employer or employees shall submit their grievance in writing and signed, to the Business Manager. Republic Electric and Union Representative will then attempt to adjust the grievance. Aggrieved employees shall be given an opportunity to be present when such adjustments are made. All claims or grievances not presented within the ten (10) days after the time they are alleged to have arisen shall be forever waived. If Republic Electric and the Representative of the Union reach an accord, a memorandum of the same must be reduced to writing and signed by Republic Electric and the Representative of the Union.
- (b) If an accord cannot be reached in the foregoing manner within two (2) days from the time of that meeting, the grievance shall be settled by the Labor-Management Committee as described in Section 1.5.

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 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. However, if Republic Electric stipulates that work done after the regular eight hour day is to be paid at the applicable overtime rate, Republic Electric is obligated to pay that rate regardless of the total hours worked that week.

- (b) Alternate Work Week. Ten (10) consecutive hours of work with a thirty (30) minute break for lunch 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) After working two (2) hours past the normal quitting time, employees will be given a thirty (30) minute break to eat a company furnished meal, provided that it is the intent to return to work after the meal break.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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 aid for at the rate of one-half (1-1/2) times the straight time rate of pay.
- (h) 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, Memorial Day (the last Monday in May), Fourth of July, Labor 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 Work shifts shall be separated by an eight (8) hour period. When an employee returns to work prior to an eight (8) hour rest interval between shifts, he shall be paid at the appropriate overtime rate until he is relieved for a minimum of eight hours. Starting time may be shifted to allow for the rest period.

Section 3.5 All employees working for Republic Electric 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 Republic Electric 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.

Republic Electric 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, Republic Electric may send his check to the address given Republic Electric 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 Republic Electric within seventy-two (72) hours of the time when the grievance is claimed to have occurred shall be forever waived.

If Republic Electric desires to pay by check shall have a company check with the name of the Company printed thereon. Republic Electric shall attach to the pay check or the pay envelope a check stub or list showing all itemized deductions, amount paid for at the straight time rate, amount paid for at the overtime rate, gross amount and net amount.

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 3.6 (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 Republic Electric with a telephone number at which he may be reached.

- (b) If work is suspended by Republic Electric 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 3.7 For purposes of this Article, "terminated" shall mean stopped from working, temporarily or otherwise, by Republic Electric or his Representative. Any employee who quits or is terminated for just cause shall receive only time worked.

Section 3.8 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.

Section 3.9 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 3.10 Workmen desiring to take time off must notify Republic Electric the previous day except in case of emergency or sudden illness.

Section 3.11 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 3.12 On all accidents the employee injured will notify Republic Electric verbally immediately, and by written notification within twenty-four (24) hours of the accident.

Section 3.13 All work performed under this Agreement shall be done in accordance with applicable Federal, State, Local and/or Employer safety rules and regulations.

Section 3.14 (a) Republic Electric 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 Republic Electric when termination occurs.

Section 3.15 Republic Electric shall furnish paper cups and adequate drinking water on each truck.

Section 3.16 **Substance Abuse Policy**

The dangers and costs which alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The parties recognize Republic Electric's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. However, the Union reserves the right to negotiate regarding the terms of Republic Electric's policy before the policy is implemented by Republic Electric. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

Employees not subject to Commercial Drivers License regulations shall be covered by the above referenced negotiated substance abuse policy if required by a customer or a project agreement.

An effective means of communication must be provided on all job sites in order to ensure the accessibility of emergency help should it become necessary.

Section 3.17 Wages shall be paid according to Exhibit A. There shall be a wage re-opener for July 1, 2006. Upon ratification of the original agreement, the wages and benefit schedules shall be immediately sent to the California Department of Industrial Relations for the purpose of establishing the prevailing wage. All subsequent adjustments shall also be reported to the DIR

Section 3.18 Health and Welfare - Republic Electric shall offer a Health and Welfare Plan for the purpose of providing insurance benefits for eligible employees and/or their dependents. The Republic Electric Health and Welfare Plan shall provide workers with a choice of different health plans from a major health insurance provider or providers such as Aetna, Blue Cross, Blue Shield, Cigna, Healthnet, Kaiser, or Pacificare, with such provider or providers to be rated by Standard & Poors, Moodys, AM Best, Weiss, or equivalent rating agency.

Workers will be allowed to change their plan choice once per year during an “open enrollment” period or as the result of a qualifying life event as defined by Republic Electric’s current health insurance provider. Workers will be required to participate in one of the health care plan choices offered by Republic Electric.

Effective July 1, 2005, Republic Electric’s workers under this Agreement shall receive the sum of Four dollars and seventy-five cents(\$4.75) effective July 1, 2005. Hours worked shall be deemed to include straight-time hours worked, overtime hours worked, and premium time hours worked. This Health and Welfare Plan Hourly Contribution Rate shall remain in effect until June 30, 2007.

The Hourly Contribution Rate shall be paid monthly by Republic Electric on the workers behalf directly to the health insurance provider or their designated representative. This payment shall be made so as to assure continuity in health insurance coverage for the workers.

If the cost of a workers Health and Welfare Plan choice exceeds the specified Hourly Contribution Rate set forth above, the difference between the plan cost and the above specified rate shall be deducted from wages.

If the cost of a workers Health and Welfare Plan choice does not reach the specified Hourly Contribution Rate set forth above, the difference between the plan cost and the above specified rate shall be applied to wages.

Employees may opt out of the Health and Welfare Plan after providing proof of like coverage.

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 Plan 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 Plan in accordance herewith.

Failure by Republic Electric to make all payments provided for under this clause shall be a breach of this Agreement.

ARTICLE IV

Apprenticeship and Training Joint Committee

Section 4.1

- (a) Republic Electric 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

ARTICLE V

Restated Employees Benefit Agreement and Trust

Section 5.1 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.

Republic Electric hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

If Republic Electric 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 Republic Electric to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Labor Agreement.

ARTICLE VI

401(k)

Section 6.1 It is agreed that in accordance with the Republic Electric 401(k) Pension Plan dated January 1, 1997 as amended and restated from time to time (the "401(k) Plan"), that Republic Electric 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 Republic Electric's Pension Contribution.

Workers shall be immediately vested in 100% of the Pension Contribution. The Pension Contribution shall be held in trust by Republic Electric 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 Republic Electric to make all payments provided for under this clause shall be a breach of this Agreement.

ARTICLE VII Job Descriptions

Section 7.1 **Streetlight Maintenance Worker**

Performs complete maintenance of 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. 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**

Performs complete maintenance, repair, modification and replacement of traffic signal controllers, signal heads, poles, cabinets, cabinet components, backplates, detectors, lamps, and associated devices. Responds to and replaces traffic signal knock downs. 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 maintenance 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.

Section 7.4 **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 Republic Electric shall be the sole and exclusive sources of referral of applicants for employment.

Section 8.3 Republic Electric 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.

Section 8.6 If the registration list is exhausted and the Local Union is unable to refer applicants for employment to Republic Electric within 48 hours from the time of receiving Republic Electric's request, Saturdays, Sundays and holidays excepted, Republic Electric shall be free to secure applicants without using the Referral Procedure. Republic Electric shall notify the Business Manager promptly of the names and Social Security numbers of such.

Notwithstanding Section 2.5 above, Republic Electric 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 Republic Electric.

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

LOCAL JURISDICTION

- (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: Currently 1074 La Cadena Drive, Riverside, California, 92501 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 “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 8.10 “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 8.11 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 8.12 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 8.13 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 8.14 Republic Electric shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to Republic Electric.

Section 8.15 The only exceptions which shall be allowed in this order of referral are as follows:

- (a) When Republic Electric 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 8.16 An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by Republic Electric or by the Association, as the case may be, and Public Member appointed by both these members.

Section 8.17 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 8.18 A representative of Republic Electric 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 8.19 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 Republic Electrics who are parties to this Agreement.

Section 8.20 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

**EXHIBIT A
WAGE EXHIBIT**

Effective July 1, 2005 to June 30, 2006

	Northern California Traffic Signal Maintenance Worker	Southern California Traffic Signal Maintenance Worker	Northern California Streetlight Maintenance Worker	Southern California Streetlight Maintenance Worker
Base Rate	\$35.50	\$30.00	\$20.00	\$18.00
N.E.B.F. 3%	1.07	.90	.60	.54
RE 401(k)	1.07	.90	.60	.54
Health and Welfare	4.75	4.75	4.75	4.75
Training	.50	.50	.50	.50
Total Wage Package	\$42.89	\$37.05	\$26.45	\$24.33

Effective July 1, 2006, wage rates will increase by the following:

Northern California*	CPI + 0.5%
Southern California**	Traffic Signal Maintenance Worker CPI + 0.5% + \$1.10 per hour
	Streetlight Maintenance Worker CPI + 0.5% + \$0.40 per hour

Effective July 1, 2007, wage rates will increase by the following:

Northern California*	CPI + 0.5%
Southern California**	Traffic Signal Maintenance Worker CPI + 0.5% + \$1.10 per hour
	Streetlight Maintenance Worker CPI + 0.5% + \$0.40 per hour

- * CPI increase based on the increase for the San Francisco Metropolitan area for all wage earners. The adjustment shall be made based on the April CPI rate.
- ** CPI increase based on the increase for the Los Angeles Metropolitan area for all wage earners. The adjustment shall be made based on the April CPI rate.

Amendment #1

This Amendment between IBEW Local 47, IBEW Local 1245 (hereinafter "Union") and Republic Electric (hereinafter "Employer shall serve as clarification in regards to the matters addressed herein.

1. All jobs on which employees previously employed by Signal Maintenance Incorporated (hereinafter "SMI") and subsequently hired by the Employer pursuant to its acquisition of SMI, shall be excluded from coverage under the terms of any IBEW Agreements through July 1, 2005. The Employer shall provide the Unions with a list of names of all SMI Employees. All work performed by former SMI employees shall be covered under the terms of the new Master Agreements signed with IBEW Local 47 and IBEW Local 1245, including, but not limited to, the union security provisions of the collective bargaining agreement. Employer shall be the sole determiner of placement of SMI Employees in the New Classifications including placement in the Traffic Signal and Streetlight Maintenance Apprenticeship Program. Initial apprenticeship ratios shall be waived by the IBEW for the first three (3) years of the new Master Agreement. Notwithstanding the foregoing, current IBEW members employed by the Employer shall be covered under the terms of the new Master Agreement for all hours worked from the effective date of the new Master Agreement. The Union agrees to waive union membership initiation fees for SMI Employees.

Republic Electric

IBEW

Wade White, President

Mike Mowrey
IBEW 9th District Vice President

Date: _____

Date: _____