

TRAFFIC CONTROL AGREEMENT

BETWEEN

WESTERN LINE CONSTRUCTORS CHAPTER INC., NECA INC.

AND

LOCAL UNION 1245

INTERNATIONAL BROTHER HOOD OF ELECTRICAL WORKERS AFL-CIO

EFFECTIVE DATES

JULY 1, 2023 TO DECEMBER 31, 2027

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AGREEMENT

Agreement by and between Western Line Constructors Chapter, Inc., NECA Inc., and Local Union No. 1245, IBEW.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the Western Line Constructors Chapter, Inc., NECA, Inc., and the term "Union" shall mean Local Union No. 1245, IBEW.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

BASIC PRINCIPLES

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

SCOPE OF THE WORK

The scope of work covered by this Agreement shall be all Traffic Control work to include:

1. The placing, moving, and removing of all signage, traffic delineating devices (including cones), lighting, and barriers associated with the traffic control industry.
2. The directing / redirecting of vehicular traffic.
3. The directing / redirecting of foot traffic.
4. The closure of any lane, shoulder, or roadway.
5. Intermittent traffic stoppage to load / unload: equipment, material, tools, manpower.
6. Any pilot car driver associated with any directing, redirecting or lane closure.
7. Any implementation of truck, trailer, or independently mounted attenuators (crash / impact cushion, mobile barrier system).
8. The movement of any traffic control material and equipment on the jobsite.
9. The directing of traffic within a staging area, show up, yard or other similar location.
10. Preparing the road-way conditions in order to resume/maintain normal safe operating conditions.

ARTICLE I
EFFECTIVE DATE CHANGES GRIEVANCES DISPUTES

Section 1.01 This Agreement shall take effect July 1, 2023, and shall remain in effect until December 31, 2027, and then from year to year thereafter January 1 through December 31 of each year, unless changed or terminated in the way later provided herein.

Section 1.02

- (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, 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 arising out of the failure to negotiate a renewal or modification of this Agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.
- (e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.
- (f) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1.03 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 1.04 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 1.05 There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. 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 the Chapter shall select the management representatives.

Section 1.06 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 1.07 All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, 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 1.08 Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

Section 1.09 When any matter in dispute has been referred to conciliation or 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 2.01

- (a) **CONTRACTOR QUALIFICATIONS.** Certain qualifications, knowledge, experience and proof of financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm, or corporation having these qualifications and maintaining a place of business, a suitable financial status to meet payroll requirements.
- (b) **LICENSE.** Members of the Union, except those meeting the requirement of "Employer" as defined herein, shall not contract for any electrical work. Any member of the I.B.E.W. possessing any valid state contractor's license while subject to employment under terms of the Agreement, shall maintain same on an inactive status.

Section 2.02 NON-RESIDENT EMPLOYEES. An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for traffic control work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the

appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

Section 2.03 UNION SECURITY.

- (a) All workers employed by the Employer shall, as a condition of employment, tender the full and uniform admission dues in effect in the Local Union on the 8th day following the beginning of employment under this Agreement, or the effective date of this Agreement, whichever is later. All workers accepted into membership shall therefore maintain their continuous good standing in the Union as a condition of employment by paying regular monthly dues and/or working dues uniformly paid by other members of the same classification in the Union in order to defray the costs of the Collective Bargaining Agreement in accordance with its rules. In the event that a worker fails to tender the admission dues or that a member of the Union fails to maintain his/her membership by paying monthly dues and/or additional working dues in accordance with the provisions of this Section, the Union shall notify the Employer in writing and such written notice shall constitute a request to the Employer to discharge said individual workers within forty eight(48) hours, (Saturday, Sunday and Holidays excluded), for failure to maintain continuous good standing by paying monthly dues and/or additional working dues in the Union in accordance with its rules above referred to in this paragraph.
- (b) In the event that the Union does not accept into membership any workers tendering admission dues and regular monthly dues and/or additional working dues, the foregoing paragraph shall not be applicable; provided, however, that the Union may at any time thereafter decide to take such workers into membership, in which case said workers shall be required to tender the full and uniform admission dues in effect in the Local union not later than eight (8) days following notification by the Union and shall thereafter be required to maintain his/her membership by paying monthly dues and/or additional working dues in accordance with the provisions of the foregoing paragraph. In the event that such workers fail to comply with this paragraph, the Union shall notify the Employer and the Employer shall discharge said workers within forty-eight (48) hours.
- (c) If during the term of this Agreement it becomes lawful, by action of the Nevada State Legislature or by action of the Congress of the United States, for the provisions of Sections 2.03 (a) and 2.03 (b) to be applicable in the State of Nevada, the provisions of these Sections shall be effective on the eighth (8th) day following such action.

Section 2.04 UNION REMOVAL. This agreement does not deny the right of the Union or its representative to render assistance to other organizations by removal of its members from jobs when necessary and when the Union or its proper representatives decide to do so, but no removal shall take place until forty-eight (48) hours written notice, excluding Saturdays and Sundays, is first given to the Employer involved.

Section 2.05 CANCELLATION. The Local Union is 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 I.B.E.W., other than violations of Paragraph 2 of this Section, 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 as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union 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.

All charges of violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2.06 MANAGEMENT RIGHTS. The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman in requiring all employees to observe the Employer's and/or 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 2.07 EQUIPMENT SIGNS. All Employer equipment using public streets and driven by workmen under the terms of this Agreement shall bear permanent identification signs, seals, decals, or stickers in area visible from the outside of said equipment. These signs shall not be magnetic type.

Section 2.08 All employees covered by the terms of this Agreement shall be required to become and remain members of the Union 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 2.09 FAVORED NATIONS. The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Section 2.10 DUES DEDCUTION.

- (a) The employer 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 the employer by the Local Union upon request by the employer.

- (b) Employers agree to deduct from the Employees check and forward to the specified Local Union Fund for COPE, Injured Workers, and / or 401K Plan a specific amount from each payroll check to be designated by the Employee on not more than a quarterly basis. The parties hereto agree that these Funds are managed solely by the Local Union (s) and will not be used to the detriment of the Chapter or NECA. In addition, the Employer does not contribute any amounts to these Funds or Administration of the Funds in any way. These Funds will be forwarded electronically through the Chapter's one-check/EPR payroll reporting system on a monthly basis to an account designated and administered solely by the Local Union(s). In addition, all administration for requesting any deduction will be managed by the Local Union(s) and will be completed at the time of referral. Enforcement for delinquent payments to these funds shall be the sole responsibility of the Local Union(s).

Section 2.11 SUBSTANCE ABUSE

- (a) The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.
- (b) The policy under the Category I Substance Abuse Testing Language is that testing for all employees will be in conformity with the Department of Transportation [DOT] policy/regulations so that all employees are substance abuse tested per DOT regulations-standards and/or per customer requirements. Post-Incident Substance Abuse Testing shall be allowed on any preventable incident that is a violation of our California Safety Manual Code of Safe Work Practices (Red Book).

Section 2.12 STEWARD CLAUSE The Business Manager of the Union shall have the right to appoint a Steward at any shop or job or on any crew where workers are employed under the terms of this Agreement. The Employer shall not make transfer of any Steward from the shop or job or crew to which he was appointed to another shop or job or crew without first having notified the Business Manager of the Union of his/her desire to make such transfer and having secured Union's approval of the transfer proposed. Such Steward shall see that this Agreement and Working and Safety Rules are observed, and he shall be allowed sufficient time and be furnished necessary transportation to perform these duties during regular working hours. Under no circumstances shall

the Employer dismiss, or otherwise discriminate against, an employee for making a complaint or giving evidence with respect to an alleged violation of any provision of the Agreement.

The Steward shall be included in all overtime at his/her headquarters whenever feasible.

The Business Manager shall remove from his/her duties any Steward at any time he considers the best interest of the Local Union will be served thereby and shall notify the Employer immediately of such removal.

Among the duties of the Steward are to:

- (a) See that all workers at the respective shop or job have valid referral slips or other evidence of referral.
- (b) Assist in seeing that the working conditions of this Agreement are adhered to by both the Employer and the employee.
- (c) He shall immediately report to the Business Manager, or his/her representative, any violation of this Agreement that cannot be settled on the job.

The Steward shall be advised as soon as possible of any change of status of any member of the crew.

The Steward, when appointed in accordance with the foregoing provisions, shall remain on the job until such time as the job is complete.

When an Employer believes a Steward should be removed from the job, he shall:

- (a) Notify the Business Manager of the reasons why he believes the Steward should be removed.
- (b) If the Business Manager does not agree that there is just cause to remove the Steward, he may request a meeting with the Employer's Representative to attempt to resolve the dispute.
- (c) If the Business Manager and the Employer's Representative do not resolve the dispute and the Employer discharges the Steward, the dispute will be referred to the Labor- Management Committee established by Section 1.05 for the adjustment thereof.

Section 2.13 AGE RATIO.

- (a) Whenever possible on jobs employing five (5) or more Traffic Control Technicians, every fifth Traffic Control Technician shall be fifty (50) years of age or older.

Section 2.14 WORK ACCEPTANCE / DECLINE.

- (a) The employee will have the option to decline any work notification, understanding that there is no compensation due from the Employer.
- (b) The employer shall notify the employee more than ten (10) hours before the expected on-site time. If the employee does not receive the appropriate notice, the employee will be paid according to Article 3.13 (Minimum Call Out).

ARTICLE III
HOURS – WAGES – WORKING CONDITIONS

Section 3.01 HOURS AND OVERTIME.

(a) Eight (8) consecutive hours between 5:00 A.M. and 5:30 P.M. with thirty (30) minutes for a lunch period shall constitute a workday. The normal workweek is considered Monday – Friday. The normal starting and quitting time shall be 7:00 A.M. and 3:30 P.M. respectively. The lunch period shall be between the 4th and 5th hour of the day worked. If an employee is required to work through their lunch, they will receive ½ - hour of pay at the applicable hourly rate of pay per day worked. This ½ hour of additional pay is not considered hours worked.

(b) If the majority of employees at a job location (75%) elect, 4-10's shall be allowed, provided the Employer and/or the customer agrees. If 4-10's are required by the customer, it shall be allowed without further approval process.

Overtime shall be paid for all hours outside normal work hours as provided for in the applicable section. Four-tens shall be limited to Monday through Thursday or Tuesday through Friday. If a crew desires to make up missed days due to inclement weather or holidays, and the Employer agrees, they will be allowed to do so within the five (5) days of Monday through Friday. Anyone not wishing to make up a day will not be required to do so and will not be discriminated against. All make-up days are to be scheduled for at least eight (8) hours.

(c) All work performed after the 8th hour worked and up to the 12th hour worked Monday through Friday, and the first 8 (eight) hours worked on Saturday will be paid at 1½ times (one and one-half times) the straight time rate of pay for all employees covered by this Agreement.

All work performed after the 12th hour worked Monday through Friday, and after 8th hour worked on Saturday and all work performed on Sundays and Holidays will be paid at 2 times (double time) the straight time rate of pay for all employees covered by this Agreement. The employee(s) will stay on the appropriate overtime rate until the employee(s) have been released for 8 hours of rest per Section 3.11.

(d) The following will be listed as holidays and if worked are to be paid at double the regular hourly rate: New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

(e) On storm damage and emergencies, the Employer shall provide expenses for meals and lodging to Employees after sixteen (16) hours. When Employees are working storm damage (an Emergency declared by the Customer), and they are sent from their regular Job Show Up, defined below in Section 3.12, they will be provided meals and lodging until they are returned to their regular show up.

(f) Two (2) Fifteen (15) minute breaks will be allowed per (8) hour day and every (4) hours thereafter or major infraction thereof. This break time provision applies to all work schedules under this Agreement.

(g) When an employee works overtime after the regular day or shift, or when he is called out to work at night, Sundays, or on holidays, the Employer shall provide all meals unless the employees complete the job on or before mealtime. If the job is started not more than one (1) hour before the regular daily starting time, then, when employees are notified the previous day, no breakfast is to be provided by the Employer. When instructed before quitting time to

report for the next regular daily starting time, the employees shall provide their own lunch the same as they do on other days. When employees are required to work more than two and one half (2.5) hours past their regularly scheduled quitting time, they shall be entitled to a mealtime as provided for in this Section. An employee will be entitled to a paid mealtime at intervals of four and one half (4.5) hours thereafter, (from the conclusion of the previously owed meal period) for as long as he works. In the event the Employer does not provide meals as set forth above, the Employer shall pay \$15.00, and one-half (½) hour pay, at the applicable rate, for each meal not provided.

Section 3.02 PAY DAY. All wages shall be paid in full weekly, not later than Friday or the last workday of the week.

The payroll period shall end on Sunday at 12:00 Midnight.

In the event an employee doesn't receive his/her paycheck at quitting time on pay day, he shall receive eight (8) hours pay at the straight time rate for each twenty-four (24) hours or portion thereof until he receives it.

Whenever practical, a worker who quits a job shall be paid by 4:30 p.m. by payroll check before leaving the job, provided he gives his/her Foreman notice of his/her intention to leave the job by 1:00 p.m., two (2) days before he leaves the job. However, in the event the amount of money on the final check is greater than the amount due at the time of termination, or in the event that the worker does not give advance notice as described above, the worker's final pay will be mailed within seventy-two (72) hours after he quits (Saturdays, Sundays and Holidays excepted). In the event he does not receive his/her final check by the end of the seventy-two (72) hour period, he shall receive eight (8) hours straight-time pay for each twenty-four (24) hour period or portion thereof until he receives it. Postmark of mail to employee's last known address shall constitute compliance. Exception: If available by the Employer an employee may be required by the Employer to enroll for direct deposit of his/her paycheck and shall be subject to the regulations of the Employers direct deposit procedures and therefore not be subject to the penalty described above.

If the Employee does not have a bank account, the Employer will issue an alternative payment method such as a written check or a check/debit card. Liability for this penalty will commence upon notification by the Employee who has quit to the Employer and the Union that he/she has not received their final paycheck as required by this section.

The Employer will request check cashing availability when the Steward has given notice of a bank in which the employees desire to cash their payroll checks if the employees are receiving paper checks.

Section 3.03 CLASSIFICATIONS AND WAGE RATES. The minimum hourly rate of wages shall be paid as set forth on Exhibit B.

Section 3.04 CREWS - LEADS.

- (a) Leads may not supervise more than twenty-five (25) employees. This can be a combination of all classifications included in this Agreement.
- (b) The Lead will oversee planning, scheduling, and other various managerial roles. The lead can serve as a working member of the crew.

Section 3.05 SHIFT WORK. When so elected by the contractor, multiple shifts of at least (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours' pay at the regular hourly rate for eight (8) hours' work.

The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7 1/2) hours' work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workman on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15% for seven (7) hours' work.

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1 1/2) times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

Alternative Work Schedule

Night and work hours that are worked outside the hours listed above in Article 3.01(a) will be paid at a 15% premium (on the straight time hourly rate of pay set forth in Exhibit B) for all straight time hours worked. If the Employer chooses this Alternative Work Schedule, regardless of when the starting time is, the first of 8-hours of work will be at the straight time hourly rate of pay set forth in Exhibit B plus a 15% premium on all hours worked. After the 8 hours are worked the employee will be paid at the appropriate overtime rate set forth above in Section 3.01(c) above. A schedule of work, not less than three (3) days duration, shall constitute a regular schedule.

Section 3.06 LAY OFF PAY.

- (a) Any workman being laid off, not having been notified at least one (1) hour before the layoff, shall be paid the hourly rate for time necessary to collect his possessions and terminate.
- (b) If an employee is laid-off, or discharged for a proper cause, they shall be paid in full at that time.

Section 3.07 TERMINATION SLIPS. When workmen are terminated, they shall be given a termination slip stating the reason for such termination. These slips shall be forwarded to the Local Union Office and WLCC-NECA Office, within forty-eight (48) hours. No discriminatory action will be taken by the Union against the Employer or his supervisors for recording the reasons for termination.

Nothing in this section shall prohibit the right of the Union or employee from using the grievance procedure.

Section 3.08 SAFETY. Adequate safety and protective devices shall be supplied to workmen by the Employer in accord with applicable Safety Orders of the Division of Industrial Safety of the State of California, CAL-OSHA, "Red Book", Employer or Customer requirements. It is the Employers responsibility to notify the Union of all serious incidents, accidents, or fatalities within 24 hours.

Section 3.09 INCLEMENT WEATHER/SHOW UP PAY.

- (1) Any employee reporting for work on a scheduled workday and does not start work due to any reason beyond his/her control, and not having been notified prior to six (6) hours before starting time, shall be paid for two (2) hours at the applicable rate of pay. Employees may be required to perform duties, including safety meetings, at headquarters during these two (2) hours.
- (2) If employees work on the job for more than two (2) hours, but less than four (4) hours, they shall be paid for four (4) hours. If employees work on the job for more than four (4) hours, but less than six (6) hours, they shall be paid for six (6) hours. If employees work on the job for more than six (6) hours, but less than eight (8) hours, they shall be paid for eight (8) hours. If employees work on the job (four-tens) for more than eight (8) hours but less than ten (10), they shall be paid for ten (10) hours. If employees work on the job for eight (8) or more hours (ten (10) hours when working four-tens), they shall be paid for actual time worked. If the employee is terminated for cause or the employee quits, the employee shall be paid for the time worked only.
- (3) Due to the criticality of traffic services, workers may be required to work in inclement weather to support crews. If crews are required to work in inclement weather, the Employer shall provide protective gear needed (rain gear, snowshoes, etc.).

Section 3.10 LEAD BY NAME. The Employer shall have the right to call a Lead by name provided:

- (a) The employee has not quit their previous employer within the past 3 days.
- (b) The employer shall notify the Business Manager in writing of the name of the individual who is to be requested for employment as a Lead. Upon such request, the Business Manager shall refer said Lead. When an employee is called as a Lead, they must remain as a Lead or must receive a "Lay-Off".
- (c) The Lead shall be referred from the Traffic Control Technician book only.
- (d) Only one (1) Lead by Name shall be allowed per Traffic Control crew.

Section 3.11 8 – HOUR REST PERIOD. When workers are required to work six (6) hours or more overtime outside of normal work shifts they shall be relieved for a rest period of eight (8) or more continuous hours, or they shall be compensated at the appropriate overtime rate of pay for all hours worked until released from work for eight (8) or more continuous hours. The Employer has the right to move the start of the workday back, so employees can have the eight, (8) hour rest period.

Section 3.12 JOB SHOW UP AND TRAVEL TIME

- (a) Job Show Ups where employees report to work, shall have available a parking area and accessibility to a toilet/restroom facility. There shall also be available adequate communication for emergency use. Job Show Up must be on a surface adequate to be driven on, without external or internal assistance required. This Job Show Up shall serve as the base location, referred to in Section 3.01(e) above.
- (b) The Employer will furnish transportation for all employees from the place where they report for work each day (Job Show Up) and return to the same place (Job Show Up) at the end of each workday on all work within the jurisdiction of IBEW Local 1245. The Employer shall pay for traveling time not to exceed 1 hour each way or not to exceed 2 hours each workday at the straight time rate of pay only and is not considered hours worked. If the Employee's travel time exceeds 2 hours for the workday those hours will be considered hours worked.

Section 3.13 MINIMUM CALL OUT

When an employee is called out for unscheduled overtime work from his/her home, he or she shall be paid for four (4) hours at the applicable rate of pay. If the four (4) hours overlap into his or her regularly scheduled work shift, the straight time rate of pay for that shift shall begin at the end of the four-hour period and end at the regular quitting time.

**ARTICLE IV
REFERRAL PROCEDURE**

Section 4.01 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 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 4.02 The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 4.03 The Employer shall have the right to reject any applicant for employment.

Section 4.04 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 4.05 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 CONTROL TECHNICIAN

- GROUP I All applicants for employment who are residents of the geographical area constituting the normal construction labor market. In addition, the applicants have completed the Traffic Control Certification Program, have 12 months / 2,000 hours experience as a Traffic Technician Trainee 2, and completed all required training or have worked twelve (12) months at the Traffic Control Technician classification.
- GROUP II All applicants for employment who have two or more years' experience in the trade and have passed a Traffic Control apprenticeship program or been certified as a Journey-Level Traffic Control Technician.

CLASSIFICATION B – TRAFFIC TECHNICIAN TRAINEE 2

- GROUP I All applicants for employment who are residents of the geographical area constituting the normal construction labor market. In addition, the applicants are enrolled in the Traffic Control Certification Program, have 12 months / 2,000 hours experience as a Traffic Technician Trainee 1 and completed all required training to be promoted to Traffic Technician Trainee 2.
- GROUP II All applicants for employment who have two or more years' experience in the trade.

CLASSIFICATION C – TRAFFIC TECHNICIAN TRAINEE 1

- GROUP I Any applicants for employment who are residents of the geographical area constituting the normal construction labor market and who are enrolled in the Traffic Control Certification Program.
- GROUP II All applicants for employment who have one or more years' experience in the trade.

CLASSIFICATION D – TRAFFIC HELPER

- GROUP I All applicants for employment who have one or more years' experience in the trade.
- GROUP II All applicants for employment who have experience in the trade.
- GROUP III All other applicants for employment.

Section 4.06 If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays, and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

Section 4.07 The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 4.08 "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:

- (a) The State of California, except Siskiyou, Modoc, and Del Norte Counties; the State of Nevada, except Lincoln, Clark, and that part of Nye County south of the Mount Diablo base line, including the area determined by the Secretary of Labor and the commute distance adjacent to the geographical area.
- (b) There shall be one (1) dispatch point established within the normal construction labor market area: 30 Orange Tree Circle, Vacaville, CA 95687, will be the dispatching point for applicants for employment in:

Counties in Nevada: White Pine, Churchill, Mineral, Lyon, Douglas, Storey, Washoe, Pershing, Lander, Eureka, Elko, Humboldt and Ormsby.

Counties in California: Alameda, Alpine, Amado, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Louis Obispo, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, Yuba.

*Construction work performed by employees of contractors on Southern California Edison (SCE) property in Kern, Tulare, Kings, and Santa Barbara counties are not covered by this agreement.

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

Section 4.09 "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 4.10 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 I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has three and one half (3 ½) years' experience in the trade.

Section 4.11 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 4.12 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 4.13

- (a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in each group, in chronological order. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.
- (b) An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks or longer depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 4.14 The only exceptions, which shall be allowed in this order of referral, are as follows:

- (a) When the Employer 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.
- (b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

Section 4.15 An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

Section 4.16 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 4.04 through 4.14 of the Agreement. The Appeals Committee shall have the power to make a 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 Agreement and its decisions shall be in accord with this Agreement.

Section 4.17 A representative of the Employer 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 4.18 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 the Employers who are parties to this Agreement.

Section 4.19 ONE YEAR LETTER & TURNAROUND PAY. In the event the Employer rejects any applicant for employment as provided in Article IV, Section 4.03, such rejection shall be made at the job site or shop unless the Employer has, within one (1) year prior to the referral for an applicant, notified the Union in writing of the reason that it wished to reject the applicant. Applicants qualified for work who are rejected at the job site, shop or over the phone, shall receive a no fee fifty (\$50.00) dollar Gas/Gift Card or Check and shall not be eligible to take a referral to that Employer for 2 days. If an Employer rejects an applicant, he shall notify the Union of the rejection by letter within forty-eight (48) hours.

Section 4.20 Employees working under this Agreement shall utilize the EICA – Safety Wallet platform to track and produce their credentials for referral from the Local and to the Employer.

ARTICLE V FRINGE BENEFITS

Section 5.01 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.

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

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

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor agreement.

Section 5.02

- (a) HEALTH AND WELFARE. The Employer agrees to pay effective July 1, 2023 - \$7.00, for each hour worked by each Employee covered under the terms of this Agreement to the Line Constructors Benefit Fund [LINECO] for the purpose of providing insurance benefits for eligible Employees and/or their dependents. The first \$0.50 of additional contributions required beyond those set forth above will be borne by the Employer. Any additional contribution required beyond the amounts set forth above will be split between the employer and employee, with the employee share paid from a subtraction of their NEAP hourly contribution amount set forth in Exhibit B.
- (b) HRA: Effective July 1, 2023, the Employer agrees to pay into the Line Construction Benefit Fund the amounts set forth in Exhibit B - of this Agreement. HRA is calculated on all hours worked for all working classifications covered by this Agreement. These contributions shall be used to provide Health Reimbursements Accounts(s) under the Line Construction Benefit Fund Plan of Benefits.

Section 5.03 EMPLOYER REPORTS.

- (a) Each Employer shall report monthly to the Trustees in writing upon the forms provided and mailed to him by the Trustees, the names of all his employees during each month. The Employer shall include payment and such other information as may be properly required by the Trustees or carriers.

The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Trust Fund is essential to the maintenance of these funds; therefore, any amount determined by the Trustees of such Trust Funds as liquidated damage shall be due and payable upon the day immediately following the date on which the contributions become delinquent.

- (b) The Trustees, to the extent provided for in the Trust, shall be entitled to and may file legal action for the collection of any and all contributions and delinquency charges due and owing by any and all Employers here-under and in the event such action is maintained and

filed, in addition to recovering of payments due and owing, liquidated damages and legal rate of interest, the Employers hereunder agree to pay all costs of such suit or suits, together with reasonable attorney fees.

- (c) Continued failure on the part of any Employer to make prompt payments of his contribution to the Trust or the failure to make the required reports and payment shall be deemed to be a breach of the collective bargaining agreement and the Employer shall be subject to the grievance procedure as provided for in this Agreement. The parties to this Agreement shall require the Employer to make any and all payments due or to become due by him under the terms of this Agreement.

Section 5.04 PENSION - NATIONAL ELECTRICAL ANNUITY PLAN. It is agreed that in accord with the IBEW-District Ten-NECA Individual Equity Retirement Plan Agreement entered into between the National Electrical Contractors Association, Inc., and the International Brotherhood of Electrical Workers on December 11, 1973, as amended, and now delineated as the National Electrical Annuity Plan Agreement and Trust, that unless authorized otherwise by the National Electrical Annuity Plan ("NEAP"), the individual employer will forward monthly to NEAP's designated collection agent an amount as specified below for each hour worked, together with a completed payroll report prescribed by the NEAP. The payment shall be made by check or draft and shall constitute a debt due and owing to NEAP on the last day of each calendar month, which may be recovered by suit initiated by NEAP or its assignee. The payment and the payroll report shall be mailed to reach NEAP not later than fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agrees to be bound by, the National Electrical Annuity Plan Agreement and Trust.

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

The failure of an individual employer to comply with the applicable provisions of the National Electrical Annuity Plan Agreement and Trust shall also constitute a breach of his/her labor agreement.

The NEAP hourly contribution amounts are set forth in Exhibit B and the NEAP contribution amount is to be paid on all hours worked.

Section 5.05 401(k) Employers agree to deduct from the Employees check and forward to the specified Local Union Fund for a 401(k) Plan a specific amount from each payroll check to be designated by the Employee on not more than a quarterly basis. The parties hereto agree that these Funds are managed solely by the Local Union(s) and will not be used to the detriment of the Chapter or NECA. In addition, the Employer does not contribute any amounts to these Funds or

Administration of the Funds in any way. These Funds will be forwarded electronically through the Chapter's one-check system (EPR) Payroll Reporting System on a monthly basis to an account designated and administered solely by the Local Union(s). In addition, all administration for requesting any deduction will be managed by the Local Union(s) and will be completed at the time of referral. Enforcement for delinquent payments to these funds shall be the sole responsibility of the Local Union(s).

Section 5.06 SICK PAY EXEMPTION. During the time this Agreement is in effect, if the Federal Government or the State of California or any city, county or political subdivision of the State of California enacts a statute, ordinance, rule, law or regulation mandating paid sick leave for employees within its jurisdiction, both parties to this Agreement hereby agree to waive the requirements of the statute, ordinance, rule, law or regulation including, but not limited to, Article 1.5 (commencing with Section 245) of the California labor code and California labor code Section 2810.5 (H) and all local ordinances, including, but not limited to those cities of Berkley, Emeryville, Oakland, and San Francisco. Any employer who is signatory to this Agreement shall not be required to comply with said statute, ordinance, rule, law or regulation, and any employee covered by this Agreement shall not have any right or cause of action against any signatory employer or IBEW Local1245 for violation of said statute, ordinance, rule, law or regulation.

ARTICLE VI ADMINISTRATIVE MAINTENANCE FUND

Section 6.01 All employers signatory to this labor agreement shall contribute .5% of their gross monthly labor payroll payable to the Administrative Maintenance Fund for each hour worked by each employee covered by this Agreement. The monies are for the purpose of administration of the collective bargaining agreement, grievance handling, and all other management duties and responsibilities pursuant to this Agreement. The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the labor agreement by the 15th of the month. This fund shall be administered solely by the Chapter and will not be used to the detriment of the Local Union or the IBEW. Enforcement for the delinquent payments to this fund shall be the sole responsibility of the fund and not the Local Union.

ARTICLE VII SEPARABILITY CLAUSE AND NON-DISCRIMINATION

Section 7.01 SEPARABILITY CLAUSE. 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 the applicable laws.

Section 7.02 NON-DISCRIMINATION. It is the continuing policy of the Employer and the Union that the provisions of the Collective Bargaining Agreement shall be applied to all employees without regard to race, sex, age, color, religious creed, or national origin.

ARTICLE VIII
LABOR MANAGEMENT COOPERATION COMMITTEE

Section 8.01 The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communications between representatives of Labor and Management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- 6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 8) to enhance the involvement of workers in making decisions that affect their working lives; and,
- 9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 8.02 The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 8.03 Each Employer shall contribute \$0.00. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Western Line Constructors Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 8.04 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and

payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE IX NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE

Section 9.01 The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6 (b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175 (a) and Section 302 (c) (9) of the Labor- Management Relations Act, 29 U.S.C. §186 (c) (9). The purposes of this Fund include the following:

- (1) to improve communication between representatives of labor and management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- (3) to assist worker and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- (7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (9) to enhance the involvement of workers in making decisions that affect their working lives; and
- (10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 9.02 The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 9.03 Each employer shall contribute one cent (1¢) per hour worked, up to a maximum of 150,000 hours per year, for work performed under the terms of IBEW Local Union agreements with the Western Line Constructors Chapter, Inc., NECA, Inc. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Western Line Constructors Chapter, Inc., NECA, Inc., or its designee, shall be the collection agent for this Fund.

Section 9.04 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment, together with attorneys' fees.

ARTICLE X APPRENTICESHIP

Section 10.01 The Area Training Agreement entered into between the Western Line Constructors Chapter of NECA, and IBEW local union number 1245 as approved by the International President on December 1, 1975, and as amended, shall govern all matters of apprenticeship and training, and the financing thereof. Presently, the contribution rate to the Apprenticeship and Training Trust is .50% (or as determined by the Cal-Nevada JATC Trust Committee) of the gross monthly labor payroll. Apprentices' wages and ratio of apprentices to Journeymen are specified in the Area Training Agreement.

ARTICLE XI CODE OF EXCELLENCE

Section 11.01 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 XII
PAGA

Section 12.01 Per Labor Code Section 2699.6, the Parties agree that the requirements of the Labor Code Private Attorney's General Act of 2004 ("PAGA") are hereby waived in clear and unambiguous terms. It is mutually agreed that this Agreement prohibits any and all violations of the sections of the California Labor Code that are listed on section 2699.5 of the California Labor Code and would be redressable pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Such claims will be resolved exclusively through the procedures set forth in Article I and may not be brought in a court of law or before any administrative agency such as the California Labor Commissioner. Notwithstanding the time limits for filing a grievance set forth in Exhibit "A" of the Agreement, in order to initiate a claim for a violation of PAGA, the Union shall be permitted to file a grievance within the statutory period for filing PAGA claims, which is presently one year from the date of the violation. This Agreement expressly waives the requirements of PAGA and authorizes the permanent arbitrator to award any and all remedies otherwise available under the California Labor Code, except the award of penalties under PAGA that would be payable to the Labor and Workforce Development Agency. Except for a civil action under Labor Code Section 2699, nothing in this PAGA Waiver waives a member's right to pursue any other civil action against an Individual Employer.


TRAFFIC CONTROL AGREEMENT between WESTERN LINE CONSTRUCTORS CHAPTER, INC., NECA, INC. and LOCAL UNION 1245 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO.

WESTERN LINE CONSTRUCTORS
CHAPTER INC., NECA


LOCAL UNION 1245
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO


[Jim Stapp \(Jul 1, 2023 08:03 PDT\)](#)

James M. Stapp
California Chairman


[Robert Dean \(Jul 1, 2023 07:56 PDT\)](#)

Robert Dean
Business Manager


[AJ Zartman \(Jul 1, 2023 17:40 PDT\)](#)

AJ Zartman
Nevada Chairman


[Jules W. Weaver \(Jul 1, 2023 19:47 MDT\)](#)

Jules W. Weaver
Chapter Manager

EXHIBIT A
GRIEVANCE PROCEDURE

STEP ONE: A Grievance must be filed no later than ten (10) days after the date of action complained of, or the date employee became aware of the incident, which is the basis for the Grievance, whichever is later.

STEP TWO: All Grievances shall be presented orally by the aggrieved employee and a Shop Steward or a Union Business Representative to the aggrieved employee's immediate supervisor. Both parties shall put forth their best efforts to resolve the Grievance at this level within seventy-two (72) hours. If the Grievance is not resolved within seventy-two (72) hours of the oral discussion, Step Three shall be followed.

STEP THREE: In the event that the Grievance is not settled by the procedure in Step Two, the Union Business Representative shall, not later than ten (10) calendar days after the completion of Step Two, present the Employer with the Grievance in written form, setting forth the following:

- a. A statement of the Grievance and the facts upon which it is based.
- b. The Section or Sections of the Agreement relied upon or claimed to have been violated.
- c. The remedy or correction, which is desired.

In the event either party desires a meeting to discuss the Grievance, the parties shall meet within ten, (10) calendar days from receipt of said Grievance for the purpose of discussing the Grievance. The party served with written notice of the Grievance shall within ten (10) calendar days after the aforementioned meeting, or in the event no meeting is held within ten (10) calendar days after the receipt of the Grievance, answer the Grievance in writing.

STEP FOUR: In the event the Grievance is not settled in Step Three, it shall be referred to the Labor- Management Committee.

EXHIBIT B
TRAFFIC CONTROL WORK
Schedule 1

Employers Cost Per Hour for IBEW Local Union 1245
Traffic Control Agreement
July 1, 2023 – December 31, 2027

The purpose of this Schedule is for allowing Traffic Control work to be performed under the terms and conditions of this Agreement with the following working classifications:

Traffic Control Classifications:

The parties hereto agree that Traffic Control work on properties may be performed by the following working classifications:

Classification	7/1/2023			1/1/2024		
	Wage	NEAP	HRA	Wage	NEAP	HRA
Traffic Helper	\$25.72	\$2.50	\$0.50	\$26.49	\$2.50	\$0.60
¹ Traffic Technician Trainee I	\$29.68	\$4.50	\$0.50	\$30.57	\$4.50	\$0.60
² Traffic Technician Trainee II	\$33.63	\$6.00	\$0.75	\$34.65	\$6.00	\$0.85
Traffic Control Technician	\$39.57	\$11.55	\$1.10	\$40.76	\$11.55	\$1.20
³ Traffic Control Lead	\$41.15	\$11.55	\$1.10	\$42.39	\$11.55	\$1.20

Classification	1/1/2025			1/1/2026		
	Wage	NEAP	HRA	Wage	NEAP	HRA
Traffic Helper	\$27.09	\$2.50	\$0.70	\$27.63	\$2.50	\$0.80
¹ Traffic Technician Trainee I	\$31.26	\$4.50	\$0.70	\$31.88	\$4.50	\$0.80
² Traffic Technician Trainee II	\$35.43	\$6.00	\$0.95	\$36.13	\$6.00	\$1.05
Traffic Control Technician	\$41.68	\$11.55	\$1.30	\$42.51	\$11.55	\$1.40
³ Traffic Control Lead	\$43.35	\$11.55	\$1.30	\$44.21	\$11.55	\$1.40

Classification	1/1/2027		
	Wage	NEAP	HRA
Traffic Helper	\$28.74	\$3.12	\$0.80
¹ Traffic Technician Trainee I	\$33.16	\$5.22	\$0.80
² Traffic Technician Trainee II	\$37.58	\$6.82	\$1.05
Traffic Control Technician	\$44.21	\$12.67	\$1.40
³ Traffic Control Lead	\$45.98	\$12.67	\$1.40

¹ Tech Trainee I employees will remain in this working classification until they have worked a total of 2,000 hours and 12 months in this classification and completed all required training to advance to the Trainee 2 classification. Upon meeting these hour/time and training requirements, the employee will be advanced to the Tech Trainee II classification.

² Tech Trainee II employees will remain in this working classification until they have worked a total of 2,000 hours and 12 months in this classification and completed all required training to advance to the Traffic Control Technician classification. Upon meeting these hour/time requirements the employee will be advanced to the Traffic Control Tech classification.

³ Lead pay is 4% above the Traffic Control Tech classification base wage rate with the same benefits as the Traffic Control Tech classification.

Scope of Duties:

All Traffic Control work performed. This Schedule **does not** cover employees that have already been cleared out under the California Outside Line Construction Agreement between the parties hereto to perform traffic control work. Furthermore, the parties agree to form a Working Committee to manage the Scope of Classifications and JATC certification program going forward.

Scope of Classifications:

- **Traffic Helper**
 - Classification can perform the following duties, under the supervision of a Traffic Control Technician:
 - Hold a “Closed Road” point, with no directing / delineating of traffic.
 - Move cones, signage, arrow boards or other similar items, under the supervision of a Traffic Control Technician.
 - Drive traffic control equipment to and from a jobsite location.
 - Perform duties in the contractor headquarters, including moving equipment, organizing, inventory, etc.
- **Traffic Tech Trainee 1**
 - Classification can perform the following duties, under supervision of a Traffic Control Technician:
 - All duties performed by the Traffic Helper classification.
 - Operate a pilot vehicle.
 - Operate a crash cushion truck/trailer.
 - Direct traffic on roads.
 - Set up a work site, under the supervision of a Traffic Control Technician.
- **Traffic Tech Trainee 2**
 - Classification can perform the following duties, under supervision of a Traffic Control Technician:
 - All duties of a Traffic Tech Trainee 1 classification.
 - Direct traffic on all roadways, regardless of the posted speed limit.
- **Traffic Control Technician**
 - Classification can perform all duties, with respect to the scope of this agreement.
- **Traffic Control Lead**
 - Classification can perform all duties with respect to the scope of this agreement.
 - Classification can perform supervision of more than two (2) crew members and up to twenty (25) employees.

Training Requirements: All Traffic Helpers and Traffic Tech Trainees are required to hold Caltrans Certified Flagger certification. Traffic Control Technicians are required to hold Traffic Control Technician certification.

Crew Composite:

IBEW Local 1245 will establish a Book for each of the classifications set forth above and will clear out the Trainee Classifications set forth above if the Employer has 1 (one) Traffic Technician classification per crew. The employer shall maintain a one (1) to one (1) ratio of Trainee 1 to Trainee 2 ratio, if possible, based on Trainee 1 or 2's being available for hire from 1245 referral Books.