

**COLORADO STATEWIDE TRAFFIC SIGNAL, COMMUNICATION AND
LOW VOLTAGE AGREEMENT**

BETWEEN

WESTERN LINE CONSTRUCTORS CHAPTER, INC., OF NECA

AND

LOCAL UNIONS 12, 68, 111, and 113

OF THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Effective

March 1, 2024

Through

February 28, 2027

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COLORADO STATEWIDE TRAFFIC SIGNAL, COMMUNICATION AND LOW VOLTAGE AGREEMENT

AGREEMENT by and between the Western Line Constructors Inc., NECA, Inc., and Local Union No. 12, 68, 111, and 113, 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 and the term "Union" shall mean Local Union No. 12, 68, 111, and 113, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

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 outside construction work for the Employer.

1. Overhead and underground construction including apparatus and fixtures, such as street lighting, highway lighting, motor traffic controls, series lighting and systems and low voltage and fiber optic systems shall be covered by this Agreement.
2. The scope of this Agreement includes not only the new installations as outlined above, and also governs the repair, maintenance or dismantling on all above structures, lines and equipment. 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.

This Agreement would not be applicable to work issued by electrical utilities.

BASIC PRINCIPLES

The Employer 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 the Employer, the Union and the Public. Progress in the industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences of opinion by rational common sense methods. Now therefore, in consideration of the mutual promises and Agreement contained herein, the parties agree as follows:

ARTICLE I EFFECTIVE DATE / CHANGES / GRIEVANCES / DISPUTES

EFFECTIVE DATE:

Section 1.01. This Agreement shall take effect March 1, 2024, and shall remain in effect until February 28, 2027, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from March 1 through February 28/29th of each year, unless changed or terminated in the way later provided herein.

CHANGES:

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.

GRIEVANCES/DISPUTES:

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.

Section 1.10.

(a) Aggrieved Employers or employees shall submit their grievance in writing and signed, to the Shop Steward or the Business Manager. The Employer 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 the Employer and the Representative of the Union reach an accord, a memorandum of the same must be reduced to writing and signed by the Employer 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 1.05.

**ARTICLE II
EMPLOYER RIGHTS – UNION RIGHTS**

Section 2.01. 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.

FAVORED NATIONS:

Section 2.02. 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 2.03.

(a) Employers assenting to this Agreement who desire to move their men from 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:

The Employer shall have a pre-job conference with the Business Manager of the second Local Union prior to transferring men to the job. The Employer and Union will determine the number and composition of men transferred into the jurisdiction.

(b) Before any employees sent under the preceding provisions shall commence work, sufficient information shall be furnished the Local Union to enable it to determine compliance with the provisions of this Section.

(c) Employees driving equipment from state to state or job site to job site may pass through the State of Colorado or report to a job site in the State of Colorado without clearance from any Local Union. However, drivers of equipment shall not be considered as cleared to perform work until clearance is provided by the Local Union holding jurisdiction.

Section 2.04. The Employer shall not loan or cause to be loaned any workmen in his employ and covered by this Agreement.

Section 2.05.

(a) The Employer acknowledges and agrees that if a majority of its employees has authorized the Union to represent them in collective bargaining, the Employer 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.

(b) The Employer understands that the Local Union's jurisdiction -- both trade and territorial -- is not a subject for negotiations but rather is determined solely within the IBEW by the International President and, therefore, agrees to recognize and be bound by such determinations.

Section 2.06. 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 2.07.

(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 Journey Level Person shall be required to make corrections on improper workmanship for which he is responsible, on his own time and during regular working hours, unless errors were made by orders of the Employer, or the Employer's representative.

(c) 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 2.08. The Employer, as a condition of this Agreement, shall make regular payments to the State and/or Federal Government for Unemployment Compensation, Workers' 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 2.09. The Business Manager shall have the right to appoint a Steward at any shop or job where workmen are employed under the terms of this Agreement and shall notify the Employer of the appointment and his identity when such Steward is appointed. Such Steward shall see that the terms of this Agreement and the rules of the Local Union are observed and shall be allowed a reasonable length of time to perform these duties during regular working hours. Under no circumstances shall the Contractor dismiss, or otherwise discriminate against any employee or Steward for making a complaint or giving evidence in regard to an alleged violation of any provision of this Agreement. When disagreements or disputes cannot be resolved by the Steward or his Supervisor, same shall be submitted to the Business Manager and the Employer or his Representative for settlement or processing as provided in Section 1.05 thru 1.09 of this Agreement. A Steward shall not under any circumstances, cause a work stoppage on any job or in any shop. A Steward shall not be dismissed or laid off until the Business Manager has first been notified. At least one working day's notice shall be given when a Steward is laid off.

Section 2.10. The Union reserves the right to discipline its member for violation of its laws, rules and agreements.

Section 2.11. 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 the Employer.

Section 2.12. 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.

ANNULMENT/SUBCONTRACTING:

Section 2.13.

(a) 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, 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.

(b) The following work may be performed by employees not covered under the Agreement:

- i. All Erosion Control measures to include Erosion control officer, SWMP plan, installing, maintaining, and removing BMP devices, all prep for seeding, mulching, & reclamation.
- ii. All foundation work, over 36" in diameter and/or 12ft depth or greater. Exception would be for high-risk soil conditions.
- iii. All Traffic Control work, vehicle, pedestrian, railroad, etc.
- iv. Clearing/Cutting/Trimming of trees and vegetation including certified arborist and bird nest monitoring, removal, and associated work.
- v. Any concrete/asphalt work for sidewalk, handicap ramps, curb and gutter, pattern and colored concrete work, median cover, structural retaining walls, roadway repairs, etc. Landscape, irrigation, planting, seeding, sod, rock placement, (storm and sanitary sewer components including, pipe, inlets, manholes, etc.)
- vi. All Directional Drill work and associated potholing / pit excavations.
- vii. Plowing for communication conduit(s)
- viii. Fiber Optic Cable splicing and testing for CWDM required to be performed by the manufacturer (sole source) or by certified contractor.

UNION DUES DEDUCTION:

Section 2.14. 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.

Section 2.15.

(a) The Employer agrees to pay into a Welfare Fund, known as the Line Construction Benefit Fund, \$7.25 effective March 1, 2024, for each hour paid to all employees covered by this Agreement, and the first fifty cents (\$0.50) of future increases (up to \$7.75 per hour over the term of the Agreement) will be borne by the Employer. Other increases beyond those stated above will be split on a 50/50 basis between the Employer and the Employee. The Employee portion will be taken as a deduction from their paychecks not as a reduction from their hourly wage. The contributions of the Employer shall be used to provide temporary disability, dental, hospital, surgical and medical expense benefits to eligible employees and/or their dependents in such form and amount as the trustees of the Welfare Fund may determine and to provide funds for the organization and administration expenses of the Welfare Fund. The contributions may also be used to provide group life insurance to eligible employees if the trustees of the Welfare Fund may determine this protection is advisable.

(b) HRA: The Employer also agrees to pay into the Line Construction Benefit Fund \$0.30 cents per hour (\$0.30 is the required and maximum per hour contribution allowed) effective March 1, 2024. This is to be calculated on all hours worked for all working classifications covered by this Agreement. These contributions shall be used to provide Health Reimbursement Account(s) under the Line Construction Benefit Fund Plan of Benefits.

The Employer agrees to be bound by the terms and conditions of the Trust documents and by the actions of the trustees, excluding any action prohibited by law or which diverts the funds from the purposes for which the Trust was created and to make available to the Lineco trustees such information and records as will enable the Lineco trustees to perform their functions.

The said Welfare Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by representatives of the NECA Chapters and IBEW Unions. If any Employer fails to make contributions to said Welfare Fund as provided in this Agreement, no later than the 15th day following the end of each calendar month, he shall be subject to having this Agreement terminated upon seventy-two 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 Line Construction Benefit Fund. In addition, if suit is instituted to collect any delinquent payment, the Employer shall also be liable for such interest, damages, fees and costs as are provided for by law.

Section 2.16.

(a) Each Employer shall contribute to the Eighth District Electrical Pension Fund (the "Fund") the sum of 8%, of the applicable straight time hourly wage for each employee of the Employer performing work covered by this Agreement. Changes to the contribution rate over the term of the Agreement are set forth in Schedule A. Employer contributions and accompanying payroll reports will be forwarded monthly to such depository and on such forms as the Fund shall designate. Employer contributions and reports shall be delinquent if not received by the 15th day of each month.

Employer and Union adopt and agree to be bound by all the terms and provisions of the Second Amended and Restated Agreement and Declaration of Trust of the Eighth District Electrical Pension Fund, as amended (the "Trust Agreement") and all Rules and Regulations of the Pension Plan and other actions adopted or taken by the Board of Trustees of the Fund pursuant to the powers granted to the Board of Trustees by the Trust Agreement.

Employer designates and appoints as its representatives on the Board of Trustees of the Fund, the Employer Trustees appointed in the manner provided in the Trust Agreement. Union designates and appoints as its representatives on the Board of Trustees of the Fund, the Union Trustees appointed in the manner provided in the Trust Agreement.

The failure of any individual Employer to comply with the applicable provisions of the Trust Agreement shall also constitute a breach of this Agreement.

(b) Each Employer shall contribute to the Eighth District Electrical Pension Fund Annuity Plan (the "Fund") the sum of 4% of applicable straight time hourly wage for each employee of the Employer performing work covered by this Agreement. Employer contributions and accompanying payroll reports will be forwarded monthly to such depository and on such forms as the Fund shall designate. Employer contributions and reports shall be delinquent if not received by the 15th day of each month.

Employer and Union adopt and agree to be bound by all the terms and provisions of the Second Amended And Restated Agreement And Declaration Of Trust Of The Eighth District Electrical Pension Fund, as amended (the "Trust Agreement") and all Rules and Regulations of the Annuity Plan and other actions adopted or taken by the Board of Trustees of the Fund pursuant to the powers granted to the Board of Trustees by the Trust Agreement.

Employer designates and appoints as its representatives on the Board of Trustees of the Fund, the Employer Trustees appointed in the manner provided in the Trust Agreement. Union designates and appoints as its representatives on the Board of Trustees of the Fund, the Union Trustees appointed in the manner provided in the Trust Agreement.

The failure of any individual Employer to comply with the applicable provisions of the Trust Agreement shall also constitute a breach of this Agreement.

(c) 401(k): Employees performing work covered by this Agreement who are participants in the Eighth District Electrical Pension Fund Annuity Plan ("Fund") may elect to participate in Fund's 401(k) Salary Reduction Program (the "Program") by signing and delivering to the Employers and Fund administrator an Elective Deferral Authorization ("Authorization") form approved by the Fund. Employer shall reduce and withhold from the employee's salary the amount per hour and during the payroll periods specified by the employee in the Authorization. The Authorization and any written modified Authorization shall be delivered to the Employer and Fund Administrator at least 15 days prior to the beginning of the specified payroll period. Employer shall remit and pay to the Fund or its designated depository the total of all reduced salary withheld pursuant to such Authorization on or before the 15th day of the calendar month after the calendar month in which

such reduced salary was withheld. Employer's payments shall be accompanied by such reporting forms as the Fund shall designate. Employer's payments and reports shall be delinquent if not received by the Fund by the 15th day of each calendar month.

Effective July 1, 2016, there is no longer a dollar per hour cap on the amount that a Participant can contribute to the Plan through elective salary deferrals. A Participant can contribute elective deferrals up to the maximum amount allowed by the IRS by designating the amount per hour to be contributed to the Plan, in increments of \$0.05. Contributions can be modified in the first pay period of January and July and upon referral.

Section 2.17. 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 cent (\$.01) per hour of his/her wages be deducted on a weekly basis. The Employer agrees to accumulate these monies and then transmit the full amount deducted on a monthly basis by check made payable to the IBEW COPE Fund applicable to the Local Union in whose jurisdiction the work is being performed. Such check will be accompanied by a reporting form prescribed and provided by the parties hereto. Said form shall be properly executed showing 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), the Employer shall be determined delinquent.

NON-RESIDENT EMPLOYEES:

Section 2.19. 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 specialty or service and maintenance 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.

**ARTICLE III
HOURS – WORKING CONDITIONS – WAGE PAYMENTS**

Section 3.01.

(a) Eight (8) consecutive hours of work with a thirty (30) minute break for lunch shall constitute a work day. Five (5) consecutive days, Sunday through Saturday, 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, except as provided in Section 3.01(b) below.

(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, Sunday through Saturday, 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) Should an employee be required to work longer than two (2) hours after any scheduled period of work (unscheduled overtime only), he shall be entitled to an Employer furnished meal and an additional meal every four (4) hours thereafter. In the event the Employer does not furnish a meal, the employee will be entitled to a meal allowance of one-half (1/2) hour of overtime pay for each missed meal. Time spent eating such meals shall be counted as time worked not to exceed 30 minutes.

(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 an “in person” pre-job conference between the authorized Employer Representative and the authorized Union Representative(s).

(f) Any work done in excess of sixteen (16) hours in any twenty-four (24) hour period, or work performed on the seventh (7th) day of a workman’s weekly schedule as described in (a) and (b) of this Article and Section shall be paid at double the straight time rate of pay. The only exceptions to this provision are when the Employer notifies the affected employees and the appropriate Local Union representative at least six (6) business days ahead of the scheduled overtime to be performed on the seventh (7th) day shall be paid at one and one half (1-1/2) times the straight time rate of pay, or change in the employees weekly work schedule that does not exceed forty (40) hours in the prescribed seven (7) day work week. Employees shall remain at the premium rate of pay until relieved for eight (8) consecutive hours.

(g) Workmen called for work outside their regular working hours shall receive the overtime rate of pay and in no case shall a workman receive less than two (2) hours of pay at the overtime rate.

(h) Article III, Section 3.20 of this Agreement – Shift Clause provision does not apply to the Hours and Working Conditions set forth above under Sections 3.01(a) through (g).

Section 3.02. Holidays: When workmen are required to work on New Year's Day, Martin Luther King Jr. Day, Memorial Day (the last Monday in May), Juneteenth, 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 3.03. 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 3.04.

(a) 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.

(b) If an employee works more than one shift in a workday, they will be paid at the appropriate overtime rate until the shifts ends. The starting time may be shifted to allow for the rest period.

Section 3.05. Projects requiring an overnight stay, the Company will provide single occupancy lodging and a \$50.00 per over-night stay Subsistence allowance. All employees working for any Employer under the terms of this Agreement shall be paid on a regular weekly payday not later than quitting time on Friday.

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

Any Employer who pays with a check, which is not immediately cashable, shall be required to pay by cash on all future pay days.

Any Employer desiring to pay by check shall have a Company check with the name of the Company printed thereon. The Employer 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 3.06. If available by the Employer, employees will receive normal weekly payroll (excluding terminations, missed hours and direct deposit startup printed checks) from the employer via direct deposit and shall be subject to the regulations of the Employers direct deposit procedures not inconsistent with the conditions set forth above. If an Employee has extenuating circumstances the Employer will provide a method to receive the deposit at no additional cost to the Employee.

Under the direct deposit system the Employer will comply with the pay provisions set forth above in Section 3.05. However, should a delay occur in the check being direct deposited into the employee's account due to a Financial Institution error or a bank holiday the Employer will not be held responsible for any of the penalties set forth above.

If a bank error occurs, the Employer agrees to diligently remedy the situation by following up on the error with the bank(s) and shall endeavor to see the employee is paid in a timely manner.

Section 3.07.

(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 the Employer with a telephone number at which he may be reached. However, if employees report for work and decide by employee vote to either a) not start work, or b) suspend work after having started work, due to inclement weather, they shall be paid for time worked only.

(b) If work is suspended by the Employer 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.

(c) In the event of a same day job site change, it will be the Employer's responsibility to provide transportation for the Employee and his/her personal tools to the new job site and back on the Employer's time; or, if required to drive his/her personal vehicle, must be reimbursed for actual mileage driven, at the rate as stipulated in IRS regulations. Under no circumstances will an employee's personal vehicle be used to transport Company tools or material. However, if the employee chooses to drive his/her own personal vehicle for personal convenience, no such mileage allowance will be paid.

Section 3.08. For purposes of this Article, "terminated" shall mean stopped from working, temporarily or otherwise, by the Employer or his Representative. Any employee who quits or is terminated for just cause shall receive only time worked.

Section 3.09. Workmen called for work outside their regular working hours shall receive the applicable overtime rate of pay for time worked. A minimum of two (2) hours will be paid when

employees are called out. Overtime worked under this provision shall not impact any other provision in this Agreement. If an Employee is subject to an On-Call Duty they shall receive 1 hour per day at one and one-half (1 ½) times the straight time rate of pay. Example: Employee has On-Call pay for 1 week duration, there are no emergency calls, the employee receives 7 hours of On-Call pay. If there is an emergency call out the On-Call Duty Employee receives a minimum of 3 hours of pay in addition to the 1 hour per day On-Call Duty pay as set forth above.

Section 3.10. Workmen desiring to take time off must notify the Employer 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 the Employer 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) The Employer 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 the Employer when termination occurs. If hard hat or safety glasses are not returned, they shall be deducted at cost price from the employee's final wages.

Section 3.15. The Employer shall provide conveyances for transporting workmen to and from the job, which will protect them from unfavorable exposure. Such conveyances shall have adequate seats or benches and shall not carry tools, materials or equipment in such a manner as to cause a hazard to the riders, nor carry explosives or flammables. The Employer shall furnish paper cups and adequate drinking water on each truck. The Employer shall furnish ice for drinking water once a day when the majority of crew(s) requests it during hot weather.

Section 3.16. The Employer shall provide a place to protect the workmen's tools from damage or loss. Workmen will be held responsible for loss or damage of Employer's or employee's tools through their carelessness or willful neglect until placed in locker, tool boxes, or storage, providing the Employer furnishes same. Employer shall have the right to direct workmen to remove personal tools from Company property and/or equipment on Company time.

Section 3.17.

(a) Tool List:

The following items are required (at beginning of apprenticeship) of journeyman upon employment:

Knife	8" half round file
Pencil	Screw Drivers, stubby & 6" straight and Phillips
Diagonal Cutters	Crescent Wrench
Side Cutters, 9"	Claw Hammer 16 oz min straight claw
Hex Wrench Set up to 3/8"	Buchannon Crimp Tool
Torpedo Level	StaKon Crimp Tool
Channel Lock Pliers 2 ea.	Wire Stripper
25' Tape Measure	
The following items are required (after 1 year of apprenticeship of journeyman upon employment:	
Long Nose Pliers	Chisel
Flashlight	Tin Snips
Nut Drivers 3/16"-9/16"	Tap Handle (for 1/4" and 3/8" taps)
Center Punch	Small Hand Held Cable Cutter

The following items are required (after 2 years of apprenticeship) of journeyman upon employment:

Multi Meter (continuity, voltage, current, and resistance)

(b) Employees are required to provide the above tool list. In addition, if the job requires it, the Linemen shall furnish the following:

Body Belt Safety Strap Climbers with Straps

(c) Contractor to furnish all other necessary tools. Contractor shall replace only those lost or stolen tools listed above in accordance with Section 3.17 above.

(d) Line Equipment Operators and Groundmen shall be required to provide themselves with the following list of tools:

9" Klein side cutting pliers Hammer (not to exceed 32 oz.)
12" Adjustable (Crescent type) wrench, 25' Steel tape measure

Section 3.18.

(a) All applicants for employment must present the Employer proof of completion of a physical examination when required to do so by Federal Department of Transportation regulations.

(b) All applicants for employment must present to the Employer a current First Aid certificate within ninety (90) days of employment.

(c) 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.

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

Section 3.19.

(a) On all jobs (except loop installation jobs) in excess of five (5) consecutive work days in duration, a Foreman shall be assigned by the Employer. All Foremen assigned by the Employer shall be Journeymen Techs. Nothing in this Agreement shall prohibit a Foreman from running more than one (1) job. Workmen are not to take directions, or orders, or accept layout of any job from anyone except the Foreman if one exists, or a Journeyman Tech or a Traffic Equipment Operator Lead per Section 3.19(j) below, in the absence of a Foreman, except where an immediate decision is necessary.

(b) Responsibilities for loop installation jobs shall be designated to a workman assigned by the Employer whose pay rate as a minimum shall be eighty percent (80%) of the Journeyman Signal Tech II rate.

(c) Under no circumstances shall classifications other than Traffic Foreman, Journeyman Signal Technician, or Apprentice Signal Technician be permitted to perform work done from mechanical equipment, platform lifts, or ladders. All such work shall be performed by the aforementioned classifications.

(d) Responsibilities for Traffic Control Supervisor (TCS) shall be designated to a state certified workman assigned by the Employer with work to be performed under the proper prevailing rate.

(e) Foremen shall not be required to supervise a crew composed of more workmen than they can safely and adequately supervise and will communicate with their crew(s) at least twice (2x) per day, one (1) of those will be face to face (on the jobsite which applies to construction only, excludes maintenance and service work).

(f) 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. Personal cell phones are not allowed to be utilized on the job site except in case of emergencies, and if an Employee needs to utilize a cell phone or other device to perform their job duties as determined by the Employer, the Employer will supply them with a cell phone or with other adequate means of communication.

(g) Traffic Equipment Operator (II): Duties shall include the operation of all equipment necessary to the ultimate completion of the job. All Traffic Equipment Operators II shall possess the proper Commercial Driver's License (CDL) and Department of Transportation Certificates necessary for the operation of all equipment that they will operate when the job conditions require that they drive or operate said equipment on roads that require said licensing and health certificates.

(h) Traffic Equipment Operator: A TEO will be paid at a rate of 80% (no more, no less) of the Journeymen Signal Tech II rate. The TEO Classification will be limited to operating equipment needed to perform the work covered by the scope of the Colorado Statewide Traffic Signal, Communication and Low Voltage Agreement. As a result, the TEO will not be allowed to operate the following pieces of equipment: pullers, production diggers, tensioners, and cranes in excess of 20 tons lifting capacity. The normal allowable backhoes shall not exceed Case 580 or equivalent and the normal allowable trenchers shall not exceed Ditch Witch 6510 or equivalent. Larger backhoes and trenchers may only be used when the above listed equipment is not available and then can only be operated by a classified TEO or LEO. In any case, the size of backhoe and trencher a TEO can operate shall not exceed 680T Case size or equivalent or Ditch Witch 8000 series or equivalent respectively. A TEO shall not operate any equipment within the minimum approach distances of overhead power lines in excess of 600 volts as defined by OSHA rule 1910.269. In addition, a TEO may not act as a Foreman or General Foreman on any crew under any circumstances.

(i) Traffic Equipment Operators II and Traffic Equipment Operators may be used as Groundmen when not engaged in the operation or service of heavy equipment and so assigned by the Employer, but shall not receive less than the established rate of pay for the respective classification as per Article III, Section 3.11.

(j) Traffic Equipment Operator Lead [TEOL] must meet qualifications of a TEO II. The scope of work for this classification is to supervise crew members on one jobsite at a time and not more than can be safely and adequately supervised to perform civil work that includes pot holing, excavations, trenching, shoring, sloping, caisson installation, conduit installations, setting of pull

boxes, manholes, concrete flatwork/curb and gutter removal and replacement including forming and placing of reinforcing steel. A company/employer may employ a TEOL at the ratio of 1 (one) TEOL to 3 (three) (sum of their) Tech Foreman and Traffic Signal General Foreman. A TEOL must report to a Tech Foreman or a Traffic Signal General Foreman. Critical installations shall require quality assurance conformance, either by a Tech Foreman or a customer or management required process, which the Tech Foreman or Traffic Signal General Foreman will be aware of. The wage for the TEOL will be based off a figure of \$28.80 with the agreed upon GWI effective March 1, 2018.

(k) For the Operator classifications set forth above in Sections 3.19(g)(h)(j) and Journeyman Signal Tech II, Foreman and General Foreman, if they have a current EICA/ANSI approved Crane/Digger Derrick Certification and maintain that certification throughout their employment with the Employer they will receive a wage enhancement of \$0.50 per hour that will be added to their base hourly wage rate as set forth in Schedule A below.

SHIFT WORK

Section 3.20. When so elected by the contractor, multiple shifts of at least five (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 (7½) hours’ work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen 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 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.

ARTICLE IV APPRENTICESHIP AND TRAINING COMMITTEE

Section 4.01. The Area Training Agreement entered into between the Western Line Constructors Chapter of NECA, and IBEW Local Union No. 12, 111, and 113 as approved by the International President on September 12, 2000, 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 1.75% of the gross monthly labor payroll. Apprentices' wages and ratio of apprentice to Journeymen are specified in the Area Training Agreement.

ARTICLE V RESTATED EMPLOYEES BENEFIT AGREEMENT AND TRUST

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 appropriate 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.

ARTICLE VI ADMINISTRATIVE MAINTENANCE FUND

Section 6.01. All Employers signatory to this labor Agreement shall contribute .5% of their gross monthly 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 contributions shall be submitted with all other fringe benefits covered by this 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 delinquent payments to this fund shall be the sole responsibility of the fund and not the Local Union.

NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)

Section 6.02. Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

- (1) Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year but not exceeding 150,000 man-hours.
- (2) One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

(Productive electrical payroll is defined as the total wages including overtime paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

Payment shall be forwarded monthly to the National Electrical Industry Fund 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. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

ARTICLE VII CODE OF EXCELLENCE

Section 7.01. 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 VIII NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)

Section 8.01. 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 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 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 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 NLMCC, as provided in said Agreement and Declaration of Trust.

Section 8.03. Each Employer shall contribute one cent (.01) 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. Western Line Constructors Chapter, Inc., NECA, Inc., 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 attorney's fees.

ARTICLE IX

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

Section 9.01. 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 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 LMCC, as provided in said Agreement and Declaration of Trust.

Section 9.03. 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, Inc., NECA, 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 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 X REFERRAL PROCEDURE

Section 10.01. 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 10.02. The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 10.03. The Employer shall have the right to reject any applicant for employment.

Section 10.04. 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 10.05. 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 - JOURNEYMAN SIGNAL TECH II

GROUP I All applicants for employment who have three and one-half (3-1/2) or more years' experience in the trade, are residents of the geographical area constituting

the normal construction labor market, have passed a Journeyman Signal Tech II's examination given by a duly constituted Outside Construction Local Union of the IBEW or have been certified as a Journeyman Signal Tech II by any Outside Joint Apprenticeship and Training Committee, and who have been employed for a period of at least one (1) year in the last three and one-half (3-1/2) years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new group 1 status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

GROUP II 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 Journeyman Signal Tech II's examination given by a duly constituted Outside Local Union of the IBEW or have been certified as a Journeyman Signal Tech II by any Outside Joint Apprenticeship and Training Committee.

GROUP III All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor market area for at least six (6) months in the last two and one-half (2-1/2) years in the trade in the geographical area covered by the collective bargaining agreement.

GROUP IV All applicants for employment who have worked at the trade for more than one year.

CLASSIFICATION B – HEAVY EQUIPMENT OPERATOR

GROUP I All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed an examination pertaining to their classification given by a duly constituted Outside Construction Local Union of the IBEW, 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.

GROUP II All applicants for employment who have experience in the trade, and have passed an examination pertaining to their classification given by a duly constituted Outside Construction Local Union of the IBEW.

GROUP III All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor market area for at least six (6) months in the last three (3) years in the geographical area covered by the collective bargaining agreement.

GROUP IV All applicants for employment who have worked at the trade for more than one year.

CLASSIFICATION C – GROUNDMAN – TRUCK DRIVER

GROUP I 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.

GROUP II All applicants for employment who have worked in the trade for more than one year.

GROUP III All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor market area for at least six (6) months in the last three (3) years in the geographical area covered by the collective bargaining agreement.

GROUP IV All other applicants for employment.

Section 10.06. 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 10.07. 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 10.08. "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 following counties in the State of Colorado: Alamosa, Archuleta, Baca, Bent, Chaffee, Conjos, Costilla, Crowley, Custer, Fremont, Huerfano, Kiowa, Las Animas, Mineral, Otero,

Prowers, Pueblo, Rio Grande and Saguache. This area shall be administered by Local Union No. 12.

(b) The following counties in the State of Colorado: Adams, Arapahoe, Boulder, Clear Creek, Denver, Douglas, Eagle, Gilpin, Grand, Jackson, Jefferson, Lake, Larimer, Logan, Morgan, Phillips, Sedgwick, Summit, Washington, Weld, and Yuma. This area shall be administered by Local Union No. 68.

(c) The following counties in the State of Colorado: Adams, Arapahoe, Boulder, Clear Creek, Delta, Denver, Dolores, Douglas, Eagle, Garfield, Gilpin, Grand, Gunnison, Hinsdale, Jackson, Jefferson, Lake, LaPlata, Larimer, Logan, Mesa, Moffat, Montezuma, Montrose, Morgan, Ouray, Phillips, Pitkin, Rio Blanco, Routt, San Juan, San Miguel, Sedgwick, Summit, Washington, Weld, and Yuma. This area shall be administered by Local Union No. 111, in addition.

(d) The following counties in the State of Colorado: Cheyenne, Elbert, El Paso, Kit Carson, Lincoln, Park and Teller. This area shall be administered by Local Union No. 113.

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 10.09. “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 10.10. 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 IBEW. 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 10.11. The Union shall maintain an “Available for Work List” which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

RE-REGISTRATION:

Section 10.12. An applicant who has registered on the "Available for Work List" must renew his application every 30 days or his name will be removed from the list.

Section 10.13. 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 10.14. (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 “Available for Work List” and then referring applicants in the same manner successively from the “Available for Work List” in Group II, then Group III, and then Group IV. 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.

REPEATED DISCHARGE:

Section 10.14. (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 10.15. 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 10.16. 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 10.17. 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 10.04 through 10.15 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 10.18. 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 10.19. In the event the Employer rejects any applicant for employment as provided above in Section 10.03, 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 that it wished to reject the applicant as provided in Section 10.03.

Section 10.20. 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 10.21. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Outside Area Training Agreement.

ARTICLE XI SEPARABILITY CLAUSE

Section 11.01. 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 11.02. Nothing in this Agreement is intended to require the violation of applicable State or Federal Laws by either the Employer or the Union.

**Schedule A
Wages & Classifications**

Classification	3/1/2024	3/1/2025	3/1/2026
Tech I (Note A)	As per Referral Local		
Traffic Signal General Foreman	\$45.19	\$46.77	\$48.17
Tech Foreman	\$42.42	\$43.90	\$45.22
Journeyman Signal Tech II	\$37.65	\$38.97	\$40.14
Traffic Equipment Operator Lead (TEOL)	\$36.44	\$37.72	\$38.85
Traffic Equipment Operator (TEO II)	\$34.74	\$35.96	\$37.04
Traffic Equipment Operator (TEO)	\$30.12	\$31.17	\$32.11
Traffic Groundman CDL	\$24.46	\$25.32	\$26.08
Traffic Groundman	\$22.60	\$23.39	\$24.09
Tech Apprentice 1 st Period (70%) (Note E)	\$26.36	\$27.28	\$28.10
Tech Apprentice 2 nd Period (73%) (Note E)	\$27.48	\$28.45	\$29.30
Tech Apprentice 3 rd Period (76%) (Note E)	\$28.61	\$29.62	\$30.51
Tech Apprentice 4 th Period (79%) (Note E)	\$29.74	\$30.79	\$31.71
Tech Apprentice 5 th Period (82%) (Note E)	\$30.87	\$31.96	\$32.91
Tech Apprentice 6 th Period (90%) (Note E)	\$33.89	\$35.07	\$36.13
Traffic Signal General Foreman - CERT	\$45.69	\$47.27	\$48.67
Tech Foreman - CERT	\$42.92	\$44.40	\$45.72
Journeyman Signal Tech II - CERT	\$38.15	\$39.47	\$40.64
Traffic Equipment Operator Lead (TEOL) - CERT	\$36.94	\$38.22	\$39.35
Traffic Equipment Operator (TEO II) - CERT	\$35.24	\$36.46	\$37.54
Traffic Equipment Operator (TEO) - CERT	\$30.62	\$31.67	\$32.61

Notes:

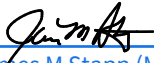
- A. Tech I is either a Journeyman Wireman referred from Local 12, 68, 111 or 113; or a Journeyman Lineman referred from Local 12, 111 or 113. Wages and fringes (including Apprenticeship contribution) shall be as contained in the respective referral agreements. All other terms and conditions are per this Agreement.
- B. In the event that the Employer calls for an applicant possessing specialized skills as per Section 10.15(a), that are not available within the existing work-force, the Employer shall make written notification of such needs, qualifications, and recommended wage level prior to referral. Wage levels shall be established by mutual agreement between the Union and the Employer. Once the wage level has been established, all future negotiated wage increases shall be applied to this rate.
- C. NEBF will be paid on all employees.
- D. A current First Aid/CPR card for all employees and current CDL Physicals and IMSA Certifications to the applicable classifications in order for employees to receive the wage/benefit increases under this Agreement. Employees working under this Agreement

shall be encouraged to utilize the Safety Wallet – EICA platform to track and produce their credentials for referral from the Local(s) and to the Employer.

- E. Rates based off Journeyman Signal Tech II's base wage amounts, without crane certification.
- F. For Individuals working in the classifications of TEO, TEO II, or TEOL upon acceptance into the Mountain States JATC Traffic Signal Apprenticeship program they shall retain the appropriate TEO, TEO II, or TEOL base wage/benefits until it is surpassed by the apprenticeship wage/benefits.

WESTERN
CONSTRUCTORS
CHAPTER ONE

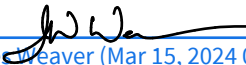
Colorado Statewide Traffic Signal, Communication and Low Voltage Agreement


James M Stapp (Mar 14, 2024 15:28 MDT)

James M. Stapp, President


Mark Sterkel (Mar 14, 2024 18:38 MDT)


Mark Sterkel, Colorado Chairman


Jules Weaver (Mar 15, 2024 09:28 MDT)


Jules W. Weaver, Chapter Manager


Thomas Kelley (Feb 14, 2024 14:54 MST)

Thomas A. Kelley, L.U. 12


Zachary Esquibel (Feb 16, 2024 07:12 MST)

Zachary Esquibel, L.U. 68


Nathaniel V Gutierrez (Mar 14, 2024 14:07 MDT)

Nathaniel Gutierrez, L.U. 111



Daniel Mondragon, L.U. 113