

**LETTER OF UNDERSTANDING  
BETWEEN  
WESTERN LINE CONSTRUCTORS CHAPTER, INC. NECA  
AND  
IBEW LOCAL UNION'S 12, 68, 111, & 113**

Without the absolute understanding of continuing communication and good faith efforts of both parties the intent of this Letter of Understanding [LOU] will not be attained. Therefore, let it be understood and agreed that for all work performed under the Colorado Statewide Traffic Signal, Communications and Low Voltage Agreement [Agreement] that the parties hereto agree to the following for the term of the Agreement:

In an effort to capture more Traffic Signal work under the Colorado Traffic Signal market the parties agree to the use of a Traffic Technician classification. The following conditions shall apply to the use of this working classification:

1. There shall be no more than 1 (one) Traffic Technician employed for every 2 (two) Journeyman Signal Technicians employed at any given time.
2. Traffic Technicians may not act as Foreman or General Foreman on any crew under any circumstances.
3. This list shall constitute the scope of work that the Traffic Technician will be allowed to perform: Traffic Technicians may assist toward the ultimate completion of a project, they may work aloft, assist Journeymen Signal Technicians, perform all aspects of re-lamping and photocell replacement. Traffic Technicians are excluded from performing controller cabinet work and energized work without the direct supervision of a Journeyman Signal Technician.
4. The established hourly rate of pay for the Traffic Technician is a range of 70% to 90% of the Journeyman Signal Technician II hourly rate of pay and will be mutually agreed upon prior to referral. On at least an annual basis individuals referred in the this capacity will be reevaluated.
5. Individuals must provide documentation of at least 1 (one) year of experience in the Outside Electrical Industry for referral as a Traffic Technician.
6. This LOU does not cover existing non Davis-Bacon projects that are currently being worked or already bid as of February 28, 2021. The Contractors will forward a list of those Non Davis-Bacon Projects on or before February 28, 2021 to the locals and WLCC-NECA.


**Purpose of the LOU:** This LOU is intended to combat the significant non-union presence in the Traffic Signal Construction and Maintenance Market in Colorado.


**Termination:** This LOU shall become effective March 1, 2024 and shall remain in effect during term of this Agreement which expires February 28, 2027, either party may provide notice of proposed changes to this LOU upon 30 (thirty) days written notice to the other party.

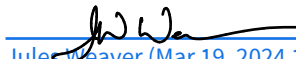
In WITNESS THEREOF, the parties have caused this LOU to be executed by their duly authorized representatives on the 1<sup>st</sup> day of March 2024.


**Western Line Constructors Chapter,  
Inc. NECA**


**IBEW Local Unions 12, 68, 111, &  
113**


  
Mark Sterkel (Mar 18, 2024 17:36 MDT)  
Mark Sterkel, Colorado Chairman

  
Thomas Kelley (Feb 16, 2024 11:38 MST)  
Thomas A. Kelley, Business Manager  
IBEW Local 12

  
Jules W. Weaver (Mar 19, 2024 10:33 MDT)  
Jules W. Weaver, Chapter Manager

  
Zachary Esquibel (Mar 6, 2024 09:01 MST)  
Zachary Esquibel, Business Manager  
IBEW Local 68

  
Nathaniel V Gutierrez (Mar 18, 2024 08:23 MDT)  
Nathaniel Gutierrez, Business Manager  
IBEW Local 111

  
Daniel Mondragon  
Daniel Mondragon, Business Manager  
IBEW Local 113