

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

AND

HERZOG CONTRACTING CORP.

FOR

RAILROAD COMMUNICATIONS AND SIGNAL MAINTENANCE

JULY 1, 2023, TO JUNE 30, 2026

AGREEMENT

Parties to Agreement

This Agreement, made and entered into by and between the International Brotherhood of Electrical Workers, affiliated with the AFL/CIO, and Herzog Contracting Corp. or successor agency, is applicable to and shall be utilized by Herzog Contracting Corp. for all its railroad communications and signal maintenance work within the State of California.

The term "IBEW", "Worker" or "Union" as hereinafter used, shall mean the International Brotherhood of Electrical Workers.

The term "Employer" or "Company" as hereinafter used, shall mean Herzog Contracting Corp.

This Agreement shall apply to the Employer and all Local Unions of the IBEW who are signatory to this Agreement.

This Agreement will be administered by IBEW, Local 11 with all assessments, contributions and funds being processed through IBEW, Local 11. The assignment of the work force to the various Locals and their representation will be as agreed between the Locals.

Scope of Work

This Agreement covers only railroad communications and signal maintenance work assigned to the Employer and performed by employees of the Employer within the State of California.

Maintenance work shall be work performed for the repair, renovation, revamp, testing and upkeep of property, machinery, and communications and signal equipment within the limits of the property whose maintenance has been assigned to the Employer by the Owner or Authority having control thereof.

All work performed by the Employer on existing equipment, machinery and the like, including all associated work on the property shall be maintenance work. This includes replacement of existing items of equipment, machinery and the like with new units, including all associated work as well as making changes to existing units to provide for revised operating rules, or new technology.

Witnesses

Whereas, the parties hereto desire to establish a standard of conditions under which the employees shall work for the Employer during the term of this Agreement and to provide for rates of pay, hours of work and other conditions of employment and a means of promptly and equitably adjusting any differences that may arise between the Employer and the Union during the life of this Agreement.

Now, therefore, in consideration of the mutual promises and Agreements herein contained, the parties hereto agree as follows:

In accordance with the Federal Government Executive Orders, the Fair Employment Practices Act of the State of California, and other applicable laws, the parties to this Agreement are obligated not to discriminate against any employee or applicant for employment because of race, religion, color, age, sex, creed, national origin or disability.

Recognition

(a) The Employer recognizes the Union as the sole and exclusive representative of all its employees performing work under this Agreement for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

(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.

ARTICLE I **Effective Date - Changes** **Grievances - Disputes**

Section 1.01 This Agreement shall take effect July 1, 2023 and shall remain in effect until June 30, 2026 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from July 1 through June 30 of each year, unless changed or terminated in the way later provided herein.

Section 1.02

(a) Either party desiring to change or terminate this Agreement must notify the other, in writing, at least ninety (90) days prior to the anniversary date.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in a notice.

(c) The existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

(d) In the event that either party has given a timely notice of proposed changes, and an Agreement has not been reached by the anniversary date to renew, modify or extend this Agreement or to submit the unresolved issues to the American Arbitration Association, either party may serve the other a ten (10) day written notice terminating this Agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.

(e) By mutual agreement only, the parties may jointly submit the unresolved issues to the American Arbitration Association for adjudication. The arbitrator's decision shall be final and binding on all parties hereto.

Section 1.03 The Agreement shall be subject to change or supplement 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.

Section 1.04 During the term of the Agreement, 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 (3) representing the Union, with at least one member of the union side to be an employee/member, appointed by the Business Manager, and three (3) representing the Employer. 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 consisting of one (1) labor and (1) management personnel who shall be known as the Sub-labor Management Committee.

Section 1.06 All grievances or questions in dispute shall be adjusted by the duly authorized representatives 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 (4) members of the Committee, two (2) 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 American Arbitration Association for adjudication arbitrator's decision shall be final and binding upon both parties hereto.

Section 1.09 When any matter in dispute has been referred to 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.

Stages of the Grievance Procedure

Section 1.10

(a) No complaint, dispute or grievance shall be considered unless written notice is delivered by the aggrieved party to the Union and Employer within ten (10) working days from the date on which the alleged complaint, dispute or grievance first occurred, except in cases involving fringe benefit payments.

(b) The stages of the grievance procedure will be as follows, unless a variance is mutually agreed upon by both parties to this agreement. All grievances must be heard within thirty (30)

calendar days by the Sub-Committee, starting from the date the parties are formally notified of the grievance. The results of the Sub-Committee hearing will be mailed within two (2) calendar weeks of the hearing, either party wishing to appeal the decisions of the Sub-Committee must do so within ten (10) calendar days upon receipt of the Sub-Committee decision.

All matters coming before the Full Labor Management Committee must be heard within thirty (30) calendar days from the date the parties formally receive notification.

Should the Full Labor-Management Committee fail to agree on the resolution of any grievance it shall then be referred to Expedited Arbitration for resolution. All matters coming before the Full Labor Management Committee must be heard within thirty (30) calendar days from the date the parties formally receive notification.

Section 1.11 It is mutually agreed that this Agreement prohibits any and all violations of the sections of the California Labor Code that are listed in 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. 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.

Section 1.12 The parties agree to the following clarification of the existing practice regarding the grievance procedure under the collective bargaining agreement. The parties agree that the following text does not add new conditions but explains what has been their historical understanding and interpretation of the existing grievance procedure language. The following text makes the meaning of the existing grievance procedure language clearer:

The parties hereby confirm that all wage and hour claims that may be asserted by any employee who is employed under this Agreement shall be resolved pursuant to the grievance arbitration procedures and not in a court of law. Claims for unpaid overtime and minimum wages, failure to receive all wages due, "waiting time" penalties, missed meal and rest period premiums, reporting pay, unpaid travel and training time, failure to receive proper itemized earnings statements, and any similar or related wage and hour claims shall be resolved exclusively pursuant to the grievance and arbitration procedure set forth in this Agreement, and the arbitrator(s) hearing such statutory claims shall have the full authority to remedy any such violations in the manner provided by law. The specified claims to be resolved under this Agreement are claims based on alleged violations of California IWC Wage Order 16-2001, California Labor Code Sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1194.2, and 1197. The parties hereby confirm their intent to incorporate each of the foregoing statutory and regulatory provisions into this Agreement, such that a violation of any of them shall be considered a violation of the Agreement.

All grievances shall be brought by the Union alone. All such grievances shall be initiated and processed exclusively by the Union in accordance with the grievance and arbitration provisions in this Agreement, and no employee shall be permitted to file or process any grievances without the

approval of the Union. The employees (by and through the Union) shall be provided all substantive rights and remedies available as well as all statute of limitations period(s) under applicable law. It is the goal of the parties to swiftly and fairly address and resolve all employee concerns, and the Employer and Union agree to work swiftly and cooperatively to resolve and remediate, if necessary, any disputes that arise.

ARTICLE II Management Rights - Union Rights

Section 2.01 Certain qualifications, knowledge, experience and financial responsibility are required of the Employer. Therefore, the Employer is a corporation having these qualifications and upon request of the Union shall present documented evidence of the following.

(a) Maintains a legal place of business, which means an office, shop, or premises where the Employer or its representative can be reached by telephone, and where mail is received, the ordinary tasks of operating a business are conducted, and employee payroll records are maintained.

(b) Furnishes a copy of a valid C-10 license for the State of California in the name of the signatory party or firm.

(c) Employs not less than one (1) Signal Maintainer.

Section 2.02 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 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. Employees employed under the terms of this Agreement shall not bid or contract for any work covered under the terms of this Agreement.

Social Security - Unemployment and Disability Insurance - Workers' Compensation

Section 2.03 For all employees covered by this Agreement the Employer shall carry Workers' Compensation Insurance with an Employer authorized to do business in the state, Social Security and such other protective insurance as may be required by the laws of this state, and shall furnish satisfactory proof of such to the Union; he/she shall also make contributions to the California Department of Employment and observe all applicable provisions of the Safety Orders issued by the State of California.

Section 2.04 No individual connected with the Employer as owner or manager shall perform any work covered by this Agreement. This shall not mean, however, that an Owner or

Manager may not give instruction or demonstrate installation methods and technique to any employee.

Disciplining Members Removal From Jobs When Necessary

Section 2.05 The Union reserves the right to discipline its member for violation of its Bylaws and Constitution. However, when employees working as signal foremen or Employers are alleged to have been directed to violate this collective bargaining agreement, such charges or violations shall be considered an Employer's violation and responsibility, and shall be processed to the Labor-Management Committee.

Decisions of a Labor-Management Subcommittee and the Labor-Management Committee regarding such violations shall be final, and shall satisfy the parties to this Agreement.

Stewards

Section 2.06 The Union has the right to appoint stewards at any shop and/or job where workmen are employed under the terms of this Agreement. The Employer is to be notified of the name of the steward appointed. A worker shall not be appointed steward until after two (2) days of employment with the Employer.

A steward shall be allowed sufficient time during the regular working hours without loss of pay to perform his/her steward's duties.

The steward will be given a list of workers to be terminated at least two (2) hours prior to the termination of those workers. The list shall include: Name, Money earned, Hours worked, and the type of termination (layoff, fired, etc.).

When requested, stewards shall be given a complete list of men to be paid, showing the amount of money earned and hours worked by each worker.

Stewards shall be appointed by, may be removed by, are subject to the authority of, and shall report to the Business Manager and shall be among the last three (3) workmen, excluding supervision, in each subdivision to be laid off unless there are special circumstances that are approved by the Business Manager.

A steward shall not be discharged for performance of his/her duties as a steward; however, he/she may be discharged for just cause subject to the Grievance Procedure per Article I.

Section 2.07 The representative of the Union shall be allowed access to any job, at any reasonable time, with previous authorization of owner, where workmen are employed under the terms of this Agreement.

Section 2.08

(a) This Agreement does not deny the right of the Union to render assistance to other labor organizations by approving the honoring of sanctioned picket lines by its individual members. However, the Union shall not encourage any of its members to refuse to cross or work behind any picket line. There shall be no interruption in work until the picket line authorization has been verified by the Business Agent.

(b) When workmen are properly removed from the job by the Union in accordance with the terms of this Agreement, or when they are leaving the job due to honoring sanctioned picket lines, the Union shall direct the workmen on such job to carefully put away all tools, equipment or any other property of the contractor in a safe manner.

(c) The Employer shall not loan or cause to be loaned any workman in his employ to any other Employer without first securing permission of the Business Manager's office of the Local Union.

Section 2.09 There shall be no limit on production of workmen or restriction on the safe use of proper tools, or equipment, and there shall not be any task or piecework.

Section 2.10 The Employer shall furnish all necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued to them, providing the Employer furnishes the necessary lockers, toolboxes, or other safe place of storage. Tools must be taken out and put away during working hours.

Probationary Period

Section 2.11 New employees of the Employer shall be directly hired by the Employer and be considered probationary until they have completed ninety (90) days continuous service with the Employer. After said probationary period, such employees shall be considered permanent hereunder. However, if at any time during the probationary period, the Employer shall deem any such employee unqualified in any way, the Employer may reclassify or discharge such employee and grievances shall not be presented in connection with the reclassification, discharge, or layoff of a probationary employee.

That any employee assigned, whether permanent or temporary, to a higher position, shall be paid the rate of pay for that position after 30 days in that position.

Section 2.12

(a) It is the intention of the parties hereto to cooperate in securing competent employees for the Employer whenever a vacancy occurs, or whenever the work force is to be increased. To this end, it is agreed that the Employer will give the Union/employees as much advance notice as possible of openings and will consider fairly the qualifications of all applicants referred by the Union. However, the Union acknowledges that certain qualifications, knowledge, experience, training, certifications are required of employees assigned to work under this

Agreement. The Employer shall, therefore, select employees from all available sources without restriction to present members of the Union.

(b) In the event an applicant is employed who is not a member of the Union, the Employer shall advise such applicant of the Union membership requirements of this Agreement. The Employer will, in any event, notify the union within forty-eight (48) hours after selection of a new employee as to the newly hired employee's name, address, employment date and the starting wage of each such new employee.

Section 2.13 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 thirty-first day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2.14 The Employer further agrees that he will not sublet, assign or transfer any work covered by this Agreement to any other person, firm, or corporation if such subletting, assigning, or transfer will cause the loss of work opportunities to employees in the Employer's establishment covered by this Agreement. The subletting of all electrical work will be to an IBEW Signatory Contractor.

Section 2.15 At assigned headquarters, Employer shall provide sanitary facilities (toilets), clean-up facilities (wash up), for signal gangs, as defined in Wage Order No. 16 from the State of California, Department of Industrial Relations.

ARTICLE III Hours of Work

Section 3.01 A regular workday shall be eight (8) hours between the time of 5:00 a.m. and 7:00 p.m. with a one-half (1/2) hour non-paid meal break during that period. Forty (40) hours within five (5) days, Monday through Friday shall constitute the traditional work week. Employer's interest is to keep Monday through Friday as the traditional work week. However, should it be deemed necessary, a Memorandum of Understanding may be instituted and utilized to modify the base work week, if all parties agree.

Section 3.02 All work performed outside the regular workday hours and Saturdays shall be paid at one-and-one half (1 ½) times the basic straight-time rate.

All work performed on Sunday (7th Work Day), and after the 10th hour worked in a single shift, shall be compensated at double (2X) the straight lime rate of pay.

The following: The Recognized Holidays of New Year's Day, , Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve, or days celebrated as such, shall be paid at two limes (2X) the basic straight lime rate when work is required on those days.

Sick Pay: The parties to this Agreement hereby agree to waive the requirements of any statute, ordinance, rule, law or regulation mandating paid sick leave or paid leave related to COVID-19 for employees within its jurisdiction including, but not limited to, Article 1.5 (commencing with Section 245) of the California labor code and California labor code Section 2810.5. 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 Local 11 for violation of said statute, ordinance, rule, law or regulation.

Section 3.03 Where multiple reporting locations are utilized, the men shall report to their assigned reporting location on their own time and shall be allowed adequate pickup time and will leave the reporting location at quitting time.

Section 3.04 Wages shall be paid weekly, no later than quitting time on Friday, and no more than five (5) days' wages may be withheld at any time. If a regular payday falls on a holiday, the employees shall be paid on the following regular workday. There shall be no deductions from employees' paychecks or pay envelopes except those provided for and authorized by law and/or those authorized in writing by the individual employee.

Section 3.05 Should more than five (5) day's wages be withheld and an employee is not paid off, waiting time shall be charged at the regular rate of eight (8) hours per day until payment is made.

Shift Work

Section 3.06

When so elected by the Employer, multiple shifts of at least eight (8) hours for at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 5:00 AM. and 6:00 P.M. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 P.M. and 1:00 AM. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 AM. and 9:00 AM. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of eight (8) hours of any shift shall be paid at one and one-half times the "shift" hourly rates.

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.

First Shift (Day Shift):	Start time between 5:00 AM and 9:30 AM (Straight Time Rate)
Second Shift (Swing):	Start time between 9:31 AM and 8:00PM (Straight Time Rate+ 17.3%)
Third Shift (Graveyard):	Start time between 8:01PM and 4:59AM (Straight Time Rate+ 31.4%)

Hours of Service

Section 3.07 Workers must abide by the 'Federal Hours of Service Act', and who are prohibited from working their regularly scheduled work shift, due to this act, shall be paid 'straight time' for scheduled time not worked.

Boot Stipend

Section 3.08 When specialized safety shoes (e.g., steel toe/composite toe boots) are required by the customer as a condition of work at the job site, the employee shall be reimbursed with a stipend in the amount of \$175.00 toward the cost of the footwear. For the purposes of this section, "specialized safety shoes" shall be defined as that footwear that has been determined by Cal OSHA to be a contractor purchasing responsibility.

The stipend is to be provided by the employer on the employee's first pay day after the requirement is established and on an annual basis thereafter as long as the requirement is maintained. Only one stipend will be paid to any employee over a twelve- month period, even if the worker goes to work for another employer. It shall be the responsibility of the employee to have the required footwear available for use at all times required by the employer.

The LMCC shall reimburse the employer for stipends paid to qualifying employees, providing the request is made within 45 days of paying the stipend. The employer shall provide the LMCC with a confirmation of the customer requirement and the names and "SSN last four" for each proposed qualifying employee.

ARTICLE IV Classifications

Section 4.01 Workmen assigned under this Agreement shall be classified as follows:

Signal Maintainers - Shall have the knowledge, experience, training and certifications required by the railroad/customer. Each Signal Maintainer shall be responsible for maintaining and responding to all emergency call-outs in a designated territory and will be capable of performing his function without direct supervision.

Signal Inspector - Each Signal Inspector shall have previously met all of the requirements of a Signal Maintainer. Each Signal Inspector shall be responsible for overseeing all signal inspections and maintenance within his designated territories.

Signaler - Will be assigned to signal gangs and will be responsible for the repair, machinery renovation, revamp, testing, upkeep of property, and signal equipment within the limits of the Owners property. The minimum hours of experience to advance are shown in Section 5.01. Employees must pass written tests and field assessments prior to advancing to the next step.

Signal Foreman - Each Signal Foreman will have previously met all of the requirements of a Signal Maintainer. A qualified Signal Foreman will be in charge of each Signal Gang of four (4) or more Signalmen and will perform work as a member of the gang. The Signal Foreman will direct and be responsible for all work performed by the Signal Gang.

Network Specialist - A Network Specialist should be conversant with the operations of various types of Networks and associated management tools to diagnose alarms as well as dispatching the appropriate technicians. A Network specialist should be versed in supporting troubleshooting protocols and activities.

A Network Specialist shall have knowledge, experience, training and certifications required by the Railroad Customer. Each network Specialist shall be responsible for maintaining and responding to call outs in all territories and will be capable of performing his function without direct supervision.

(a) All workmen assigned under this Agreement shall maintain a current state vehicle driver's license. All Signalmen and Signal Foremen shall obtain and maintain a current Class A operator's license within six (6) months after assuming a position under this Agreement. The Employer shall pay all costs for application/renewal and physical examination fees, as well as providing an appropriate vehicle for on-the-job training and taking the necessary operating tests.

Warehouse Person - Duties: Receives, classifies, inventories, stores, secures and transports signal and communications materials of the AUTHORITY. Materials include signal (e.g. switch machines, crossing, warning devices, batteries, wayside signals and masts, instrument enclosures, and wayside detector equipment) and communications (e.g. UPS units, data radios, antennas, batteries, and equipment racks.) These materials are used for routine and extraordinary maintenance and for supplemental maintenance by the Contractor, and by AUTHORITY's other contractors for capital maintenance, capital construction, and recollect able work. Operates forklift to unload trucks and to move material within storage areas. Oversees the rotation of inventories. Is responsible for monitoring and measuring of receiving and storage of locator, receiving reporting, movement and storage of material performance for accuracy and transfers to service.

Responsible for receipt, classification, inventory, storage, security, and transport of:

1. all material procurements related to the signals and communications systems.
2. materials returned to inventory from the retirement of facilities or the upgrading of components.
3. material as secondhand or scrap as well as materials issued for use by Contractor and by AUTHORITY's other contractors.

Provides support, as required, for the annual material inventory. Will arrange for transportation of materials to support activities of the Contractor and AUTHORITY's other contractors, and will manage the physical security of storage sites through coordination of fence construction and issuance and recording of keys to the storage sites.

May work alone or may direct the work of others involved in performing inventory or transportation of materials.

Requirements: The position requires a high school diploma, GED or its equivalent and a minimum of 3 years of experience in a similar function. This includes demonstrated experience with receiving, storing, shipping, and material handling operations, methods, and practices including familiarity with different types of inventory, e.g. cycle inventory, and physical inventory practices. Must have a minimum of two years of experience working in railroad signal and communications construction or maintenance material control in a railroad environment and operating a forklift.

The minimum hours of experience to advance are shown in Section 5.01. Employees must pass written tests and field assessments prior to advancing to the next step.

Communications Technician- A Communications Technician shall have operational network knowledge, must be network(+) certified or Cisco certified and operational computer software experience in Windows Enterprise Desktop. Shall also have knowledge, experience, training and certifications required by Railroad customer. Each Communications Technician shall be responsible for maintaining and responding to calls outs in all territories and will be capable of performing his function without direct supervision.

Communications Inspector- A Communications Inspector shall have operational knowledge of a Network Specialist, Communications Specialist job duties and requirements and shall maintain and oversee all Communications Operations.

Each Communications Inspector shall be responsible for overseeing all Communications Inspections and Maintenance and will support Maintenance forces as determined by employer within his designated territories. A Communication Inspector will respond to all Emergency call outs in all customer territories performing the same functions.

ARTICLE V Wages - Fringe Benefits

Section 5.01 The wage and fringe benefit schedule shall be as follows:

(a) Effective July 1, 2023 through June 30, 2026

Date Effective:	07/31/23	07/01/24	07/01/25	06/30/2026
Increase:	\$ 4.00	\$ *4.00	\$ *4.00	Contract expires

Signaler (Base) (4,000 hours minimum)
(\$50.16, as of 7/31/23)

Maintainer
(Base+ 11.3%)

Network Specialist
(Base+22.6%)

Signal Foreman
(Base+22.6%)

Signal Inspector
(Base+22.6%)

Radio Mechanic
(Signaler Base)

Communications Technician
(Signaler Base+ 11.3%)

Communication Inspector
(Signaler Base +22.6%)

Assistant Signaler

Step 1 70% Base

Step 2 75% Base (1,000 hours minimum)

Step 3 80% Base (2,000 hours minimum)

Step 4 85% Base (3,000 hours minimum)

Warehouse Person

Step 1 (55% Base)

Step 2 (60% Base) (1,000 hours minimum)

Step 3 (65% Base) (2,000 hours minimum)

Step 4 (70% Base) (3,000 hours minimum)

Fringe Benefits- July 1, 2023

Health & Welfare Fund	\$10.45
NEBF	3% of gross wage
CCF	0.5% of gross wage
Pension fund (DB)	\$7.35
Pension Rehabilitation Plan	\$2.85
(Annuity) (DC)	\$9.00
LMCC	\$.35
Paid Holidays and Paid Time Off	\$9.05 . See Article X

Employee Deduction

Union Dues	2 ½ % of gross wage
LMCC	\$0.15

*Negotiated increases to be allocated by the membership and may be allocated to wages and/or fringe benefits.

Assistant Signaler and Warehouse Person Pension Fund (DB) and Annuity (DC) benefits shall be applicable at their percentage.

Note: Second (Swing) Shift: 8 hours work for 8 hours pay plus 17.3%
Third (Graveyard Shift): 8 hours work for 8 hours pay plus 31.4%

(b) Driver/Operators of equipment requiring a Class A, Class B and Crane Certification driver's license will be paid an additional one dollar fifty cents (\$1.50) per hour.

Overtime

Section 5.02

(a) Signal Gangs: When employees assigned to a Signal Gang are required to work overtime, the immediately available and qualified man or men in the signal gang shall be given preference to such overtime work. Signal gang employees will not be considered "immediately available" unless they are working at or in the immediate vicinity of the point of overtime work, or if for call-out service, they can be located promptly. Scheduled overtime to be equally distributed among signal gang as much as practical.

(b) The phrase "located promptly" means that the employee, when called by telephone, shall be called three times within a lime-spread of not less than six minutes, permitting the telephone to ring several limes on each attempt before concluding the employee is not available.

(c) Signal Foremen, in charge of gangs which are required to work overtime, shall be paid additional compensation on the basis of one-and-one-half (1 ½) times their hourly rate for such time as they accompany such gangs. No additional compensation is to be paid the Signal Foreman for any incidental overtime in excess of his regular assignment, or overtime that may be worked by the gang under his jurisdiction without his presence.

(d) Signal Inspectors working more than eight (8) hours a day, forty (40) hours per week, shall be paid one-and-one-half (1 ½) times their hourly rate for such limes as they are assigned to and work in excess of eight (8) hours per day, no additional compensation is to be paid the Signal Inspector for any incidental overtime in excess of his regular assignment, or overtime worked by Signal Maintainers under his jurisdiction without his presence.

(e) A Signal Inspector or Signal Foreman may be called and used to perform the work of a Signal Maintainer. In such cases they will be paid under the provisions of Call Out Pay. Signal Inspector or Signal Foremen who direct Signal Maintainers making emergency repairs during regular work hours will not be allowed additional compensation.

Emergency Call Outs

Section 5.03

(a) When employees are called to trouble or emergency calls outside of, and not continuous with their regular established working hours, they shall receive minimum of two (2) hours pay at applicable rate. Pay for an employee who works beyond two (2) hours, shall receive a minimum of 4 hours pay. An employee that works beyond four (4) hours shall receive a minimum of eight (8) hours pay. An employee who works beyond four (4) hours on Sunday trouble or emergency calls shall receive compensation only for actual hours worked.

Callout Supplemental Provisions: All Signal/Communications employees are expected to 'Sign Off,' when not available for calls and at no lime will a subdivision be left without coverage.

Each Signal Maintainer assigned to, or filling a vacancy on a territory shall be available to promptly respond to all emergency or trouble call outs within his territory. When the employee desires to leave his home station or to be unavailable for a period of time in excess of three (3) hours, they shall, as much in advance as possible, notify the person designated by Management, that they will be away or unavailable. They will also advise about when they will again be available for service. Abuses of all Call-out procedures, or excessive Calling-out, will be subject to disciplinary action. All work performed on Sunday (7th Work Day) shall be compensated at double (2X) the straight time rate or pay.

Section 5.04 When necessary work is to be performed outside of assigned hours on an assigned territory, employees shall be called in the following order, if they are available and can be located promptly:

1. The assigned Maintainer
2. Any adjoining Maintainer(s)
3. The closest other qualified employee, including Signal Inspector who has previously given the Signal Supervisor written notice, including his home address and phone number, of his desire to work overtime.

This call-out order is predicated on "availability." An employee is not considered "available" for call if:

1. Employee is registered as "away or unavailable" with Management.
2. Employee is on rest due to the Hours of Service Act.

ARTICLE VI National Employees Benefit Fund

Section 6.01 It is agreed that in accordance 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 no later than fifteen (15) calendar days following the end of each calendar month.

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 and Trust shall also constitute a breach of his Labor Agreement.

ARTICLE VII Health Trust Fund

Section 7.01 The Employer shall contribute to the Southern California IBEW-NECA Trust Fund the amount established under Article V, Section 5.01 for each hour paid by each employee covered by this Agreement. Employer contribution shall increase as stipulated in wage schedule Article V Section 5.01.

Section 7.02 A Board of Trustees for the Health Trust Fund is hereby established and shall consist of an equal number of members selected by the Union and NECA. The Board of Trustees is hereby authorized to establish and implement such Trust Fund, Health Fund Trust Agreement and reporting forms as they consider necessary to the finalization of the Health Fund.

Section 7.03 All disbursements shall be in accordance with the Trust Agreement. The cost of implementing and the administration of the Health Fund and Trust, including legal fees, bonding of Trustees, postage, printing, etc., shall be borne by and from the Health Trust Fund.

Section 7.04 This Health Fund Plan, including Employer contributions, shall be irrevocable except by mutual consent of the parties to this Collective Bargaining Agreement. Mutual consent, as used herein, is defined as: a three-fourths (3/4) majority vote of the total employees covered by the Plan, and a like vote of the Employers, with subsequent conformity to Section 1.03 of Article I. The provisions of the Plan Trust and documents shall have control as to Plan benefits and rights not specifically addressed herein.

Section 7.05

(a) This Health Plan and Trust Document shall comply with and conform to all applicable laws.

(b) Any signatory contractor that defaults in making contributions to the Health Trust Fund shall be liable for all collection and litigation expenses, including reasonable attorney's fees, court costs, liquidated damages and audit fees and expenses, as well as interest at the legal rate.

ARTICLE VIII Fringe Benefits Pension Fund - Contributions

Section 8.01 Each signatory Employer shall contribute to the Southern California IBEW-NECA Pension Trust Fund the amount established under Article V, Section 5.01 for each hour paid by each employee covered by this Agreement. Employer contribution shall increase as stipulated wage scale. Article V-Section 5.01 (See Wage Scale - Article V, Section 5.01)

Section 8.02 A Board of Trustees for the Pension Trust Fund is hereby established, and shall consist of any equal number of members selected by the Union and NECA. The Board of

Trustees is hereby authorized to establish and implement such Trust Fund Pension Plan, Trust Agreement and reporting forms as they consider necessary to the finalization of the Pension Plan.

Section 8.03 All disbursements shall be in accordance with the Trust Agreement. The cost of implementing and the administration of the Pension Fund and Trust, including legal fees, bonding of Trustees, postage, printing, etc., shall be borne by and from the Pension Trust Fund.

Section 8.04 This Pension Fund, including Employer contributions, shall be irrevocable except by mutual consent of the parties to this Collective Bargaining Agreement. Mutual consent, as used herein, is defined as: a three-fourths (3/4) majority vote of the total employees covered by the Plan, and a like vote of the Employers, with subsequent conformity to Section 1.03 of Article I. The provisions of the Plan trust and documents shall have control as to Plan benefits and rights not specifically addressed herein.

Section 8.05

(a) This Pension Plan and Trust Document shall comply with and conform to all applicable laws.

(b) A signatory Employer that defaults in making contributions to the Pension Fund shall be liable for all collection and litigation expenses, including reasonable attorney's fees, court costs, liquidated damages and audit fees and expenses, as well as interest at the legal rate.

(c) Contributions to the Pension Rehabilitation Fund will continue until the Fund emerges from Critical Status. The Fund is expected to emerge from Critical Status by July 1, 2029, based on reasonable assumptions and implementation of the Rehabilitation Plan. If the Fund Actuary certifies before the end of this period that the Plan is no longer in Critical status for a Plan year, the Rehabilitation Plan Period will end as of the close of the preceding Plan year.

**Southern California IBEW, Local No. 11-NECA
Defined Contribution Plan**

Section 8.06 Each signatory Employer shall contribute to the Southern California IBEW Local Union 11-NECA Defined Contribution Plan the amount established under Article V, Section 5.01 for each hour paid by each employee covered by this Agreement. This fund shall become Part "B" of the Southern California Board of Trustees that administer the Southern California IBEW/NECA Pension Trust Fund. Employer contributions shall increase as stipulated wage scale Article V, Section 5.01

Section 8.07 All disbursements shall be in accordance with the Plan adopted by the Board of Trustees. The cost of implementing and the administration of the Southern California IBEW, Local Union 11-NECA Defined Contribution Plan shall be borne by the Southern California IBEW, Local Union 11-NECA Defined Contribution Plan.

Section 8.08 This Southern California IBEW, Local Union 11-NECA Defined Contribution Plan, including Employer contributions, shall be irrevocable except by mutual consent of the parties to this Collective Bargaining Agreement. Mutual consent, as used herein, is defined as: A three-fourths (3/4) majority vote of the total employees covered by the Plan, and a like vote of the Employers with subsequent conformity to Section 1.03 of Article I. The provisions of the plan trust and documents shall have control as to plan benefits and rights not specifically addressed herein.

Section 8.09 This Southern California IBEW, Local Union 11-NECA Defined Contribution Plan shall comply with and conform to all applicable laws.

ARTICLE IX
Time of Contributions and Monthly Reports, Delinquency
or Failure to Make Contributions or to File Reports of all Funds

Section 9.01 Contributions to each of the foregoing Funds shall be due and payable on or before the tenth (10th) day of each month covering hours worked by each employee through the last payroll period in the prior calendar month. Each Employer shall file a monthly report with each Fund in the form established by the Fund, and such report shall be filed regardless of whether an Employer has employed any employees in the month covered by the report.

Section 9.02 Any Employer who fails to report or to make contributions due to any foregoing Fund before the fifteenth (15th) day of the month in which it is due, or who issues a non-sufficient check shall be considered delinquent and, therefore, obligated and liable and subject to the following:

Each delinquent Employer shall pay to the Fund involved liquidated damages in the amount of 1½% of the principal if late 1-30 days; 3% of the principal if late 31-60 days; 1% will accrue for each additional thirty days late, up to a maximum of 18% per annum of the indebtedness or ten dollars (\$10.00) for each month of delinquency, whichever is the greater.

The Trustees of the Fund involved shall, within sixty (60) days after an Employer is delinquent, instruct legal counsel to institute legal action to enforce collection. A delinquent Employer shall pay all collection and litigation expenses, including reasonable attorney's fees, court costs, liquidated damages, audit fees and expenses, as well as interest and other expenses incurred in the enforcing of collection from such Employer, and each Employer shall make applicable books and records available for such purpose. Collection actions may be brought by the Trustees of the Fund in the name of the Fund, or in the name of the Trustees or in the name of any assignee, or agent as determined by the Trustees.

A delinquent Employer shall be liable to any employee affected by such delinquency for a sum equal to the value of the benefits lost to the employee by reason of delinquency of such Employer. A delinquent Employer shall be liable to reimburse any Fund for the cost or value of any benefits which may be made available by the Trustees to any employee affected by the failure of the delinquent or to any other Fund.

Individual Employers who fail to remit as provided above shall be additionally subject to having this 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 Secretary-Treasurer.

An Employer may be absolved of any or all of the foregoing liabilities if he/she satisfies the Trustees that he/she failed to pay any contributions or to report because of honest mistake, clerical error, or other reasons satisfactory to the Board of Trustees.

Whenever an Employer claims that his/her failure to make the required contributions was due to honest mistake or clerical error, and requests relief for that reason, it shall be considered provided the Employer agrees in writing to an audit of his/her records by an auditor appointed by the Board of Trustees. If the audit reveals to the Trustees that such failure to pay was not due to honest mistake or clerical error, then the Employer shall pay the cost of the audit; otherwise, the Trust Fund will pay for the cost of the audit. Any Employer shall be entitled to credit for or refund of money paid to any Trust Fund by reason of clerical error or mistake and the Trustees are authorized to refund such monies. The acceptance of any contributions from any Employer shall not release or discharge him/her from the obligations to contribute for all hours worked under this Agreement for which no contribution has actually been received notwithstanding any statement, restriction or qualification appearing on any check from any Employer.

The following Trust Agreements are binding on all Employers employing persons covered by this Agreement:

1. Pension Trust Agreement; Health Trust Agreement.

2. Each Employer party hereto agrees to be bound by all of the obligations imposed upon the individual Employer by said Agreement. Each Employer making contributions to each of said Funds hereby agrees that by so doing, and hereby does irrevocably designate and appoint the Employer-designated Trustees mentioned in each of said Trust Agreements, as Trustees authorized to act in his behalf pursuant to said Trust Agreements, and irrevocably ratifies the designation, selection, appointment, removal and substitution of Trustees as provided in each of said Trust Agreements. Each Employer becoming a party to this Agreement authorizes the Trustees functioning under said Trust Agreements and the parties hereto to obtain rulings before any court or agency concerning any tax or other aspect of this Agreement, or any of the foregoing Trust Agreements, and to comply with the filing or reporting requirements of any applicable law, in behalf of all persons covered thereby.

Section 9.03 It is contemplated and understood that the Pension Plan and Health Plan created hereunder, and any trust which may be established in connection therewith, shall at all times.

- (a) Be and remain a qualified plan, payments to which are deductible to the contractors, and not current income to the employees, under the United States Internal Revenue Act of 1954, the Revenue and Taxation Code of the State of California, and the Bank and Corporation Tax Law of the State of California.

(b) Be and remain such that it complies with the provisions of the California Retirement Systems Act (if applicable), the Federal Welfare and Pension Plans Disclosure Act, and this Agreement, and as they may be amended from time to time, together with any other applicable valid State laws or rules or regulations.

(c) Be and remain such that contributions to the Pension Plan and Health Plan shall not be a part of the "regular rate" at which any employee is employed, according to the terms of the United States Fair Labor Standards Act and the Regulations and interpretations of it, and shall not be subject to deductions for state or federal income tax purposes, or under or for the purposes of the California Unemployment and Disability Insurance Act, the Federal Unemployment Tax Act, the Social Security Act, or the Federal Insurance Contributions Act, or any similar legislation.

(d) To this end, the parties agree that they will, from time to time, promptly adopt such amendments or take such other steps as to make the provisions of the Pension Plan and Health Plan and its administration clearly conform to these laws, rules and regulations including, if necessary, amendments with retroactive effect as the circumstances may require.

(e) It is further understood that the contractor's sole obligation hereunder, and under each Plan and Trust, shall be to make such contributions as are required hereunder, and that benefits payable under the Pension Plan and Health Plan and Trusts shall be determined on a money purchase basis, or on any other basis that is actuarially sound in relation to the required contributions.

Section 9.04 A delinquent contractor shall be cited before the Labor-Management Committee in accord with Article IX, Section 9.05 by the Trustees or their designated representative, or any authorized party to the Agreement under the following circumstances:

1. Issuing a check with insufficient funds in payment of wages, fringe benefits or other contributions as required by the terms and conditions of this agreement.

2. Failure to transmit a contribution report form when due.

3. Refusing to permit audit entry upon the request of the trustees of any trust.

4. Failure to pay wages or contributions as disclosed by an audit performed at the request of the trustees of any trust.

(a) Notice of hearing shall be sent at least ten (10) days prior to the scheduled hearing date.

(b) Notice shall be sent to the Employer at the address appearing on this Agreement or any Letter of Assent, or on the list of the Secretary of the Labor-Management Committee, which address shall be the recognized address for the giving of notice. The signatory parties hereto agree that service of the charges, the notice of hearing before the Labor-Management

Committee and notice of the decision of the Labor-Management Committee shall be deemed to have been properly served upon the party cited if it is sent by Certified Mail, return receipt requested, to said Employer's recognized address. The signatory parties hereto agree that the recognized address shall be the last known address of the person cited, and the person cited agrees that service at the recognized address will be deemed sufficient both for notice of hearing and of the decision of the Labor-Management Committee. It shall be the affirmative duty of each signatory party hereto to keep the Local Union advised of said person's last known address if said address is different from that appearing on this Agreement or any Letter of Assent. The signatory parties hereto waive any claim that they were not served properly if service as described above was made in accord with this Section.

Section 9.05 The procedures of the Labor-Management Committee, with regard to the failure to pay contributions or refusal to permit audit entry upon request of the Trustees of any Trust are set forth in Article IX, Section 9.04.

Section 9.06 The Labor-Management Committee shall have the right not only to determine whether there has been a violation of this Agreement, but shall also have the right to devise an appropriate remedy consistent with the interpretation and applicable of this Agreement, including allowance of attorney's fees, cost of enforcement and interest from the date of decision, if court proceedings are required to enforce the decision. In addition, the Labor-Management Committee shall have the right to determine whether a party cited before these bodies has been properly cited and whether the provisions for notice have been complied with. The Labor-Management Committee shall have the further right to determine whether a party is signatory to this Agreement, whether any particular dispute is subject to the grievance procedure of this Agreement; and shall have the right to determine any and all defenses and contentions, legal or otherwise, raised by any person. Upon the rendering of the decision by the Labor-Management Committee, the Chairman and Secretary may execute any written award on behalf of all the members of the Committee.

Labor-Management Cooperation Committee

Section 9.07 Each employee covered by the terms of the agreement shall contribute, through a payroll deduction, the amount established under Article V, Section 5.01 for each hour worked, into the Local 11, IBEW-Los Angeles County Chapter, NECA Labor-Management Cooperation Committee. Each Employer shall make the deduction for each hour worked and shall forward the total amount for all employees covered by this agreement and on a monthly basis transmitted on a form furnished and prescribed by the Trustees of the Fund.

Section 9.08 All Employers subject to the terms of this agreement shall contribute the amount established under Article V, Section 5.01 for each hour worked for the purpose of maintaining the Local 11, IBEW Los Angeles County Chapter, NECA Labor Management Cooperation Committee. This sum shall be forwarded monthly to the Trust.

*This provision will sunset at the end of the contract term unless renewed by the parties.

Section 9.09 A Board of Trustees for the Labor-Management Cooperation Committee is hereby established and shall consist of an equal number of members selected by the Union and the Chapter. The Board of Trustees is hereby authorized to establish and implement such Trust Fund. Trust Fund Agreement, and report forms as they consider necessary to administer the plan.

ARTICLE X
Holidays and Paid Time Off (PTO)

Section 10.01 Holiday pay

(a) For all employees covered by this Agreement, the following days shall be recognized as paid holidays: New Year's Day, Presidents Day (replace Washington's Birthday), Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve, or days celebrated as such. If the holiday falls on a worker's regularly assigned day off, the holiday shall be observed on the closest regular assigned work day for that employee.

(b) Any employee taking an entire week of their Paid Time Off, "PTO", in a week in which a paid holiday falls shall receive an extra day of paid PTO. To be eligible for holiday pay, employees shall work their regularly scheduled work shift before the holiday and the next succeeding working day.

Section 10.02

Paid Time Off "PTO"

(a) Each employee covered under the terms of this Agreement having completed a minimum of one hundred (100) regular workdays employment with the Employer shall receive a PTO as shown herein.

(b) PTO shall be given at such times as may be mutually agreed upon between the Employer and the employee.

(c) Employees shall receive the following annual PTO periods in accordance with their continuous length of service with the Employer:

Paid Time Off Days

After 12 months receive 1 (one) week (five days) PTO time on anniversary date (date of hire.)

After 24 months receive 2 (two) weeks (ten days) PTO time on anniversary date (date of hire.)

After 60 months receive 3 (three) weeks (fifteen days) PTO lime on anniversary date (date of hire.)

(d) When an employee resigns, or their service is terminated, they shall be paid for all unused PTO based on their monthly pro rate share in accordance with the above schedule. However, employees with less than six (6) months of continuous service shall not be entitled to any PTO pay. In the event an employee is laid off temporarily due to lack of work, His/her PTO accrual is frozen until that time when the employee returns to active work with the same employer. There will be no loss of any accrued time unless employment is severed.

(e) It is agreed by both parties to this Agreement that each employee must take his PTO each calendar year and that no agreement to work for additional compensation during his earned PTO will be allowed. When an employee is restricted from taking scheduled PTO for employer's convenience any PTO time remaining at the end of the calendar year shall be paid out to the employee. Each employee will be permitted to accumulate a maximum of fifteen (15) PTO days. Employer shall notify employee at least semi-annually of PTO status.

(f) PTO in excess of ten (10) consecutive workdays shall not be scheduled without specific written authorization of the Employer. The Employer and the employee mutually agree on a change in the PTO period of such employee after the PTO schedule has been approved, said PTO shall be rescheduled, provided it does not affect the PTO period of any other employee on the PTO schedule.

(g) PTO pay shall be at the regular basic weekly rate for each employee and shall be paid on the payday preceding the PTO.

ARTICLE XI Union Dues Deductions

Section 11.01 The Employer agrees to deduct and forward to the Financial Secretary of Local Union 11 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 two-and-one-half percent (2½%) from each member's pay. This amount may be changed as authorized by the Union and upon receipt of a new voluntary written authorization from the member, Local 11 will distribute the proper dues to each participating local union.

Section 11.02 The Union agrees to save the Employer harmless from any action growing out of these deductions and commenced by any employee against the Employer and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Financial Secretary of the Union.

ARTICLE XII Training

Section 12.01

(a) A Training Program shall be provided by and paid for by Employer.

In the event that an employee has to perform DIR Prevailing Wage work, then the employer shall pay the Inside Wireman's rate of pay to the assigned employee for hours worked. Also, the employer shall pay portion of the training contribution to the ETI through reporting portal.

ARTICLE XIII Portability

Section 13.01 There will be complete portability of the work force throughout the area encompassing the Southern California rail system and no restriction of movement of the work force will exist.

ARTICLE XIV Drug Awareness and Testing Program

Section 14.01 The dangers and costs which alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The parties recognize the Employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles and legitimate interests of privacy and confidentiality. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

Where such testing is required, the Employer shall pay for the test and shall compensate the employee for his/her time, except where the employee tests positive, in which case the employee shall not be compensated for his/her time.

Section 14.02 A Drug Testing program is a requirement of the FRA and the Owner. A program that conforms to all the requirements of the FRA and Owner will be instituted and, participation of all employees will be mandatory.

ARTICLE XV Safety

Section 15.01 It is the Employer's exclusive responsibility to ensure the safety of its employees and their compliance with these safety rules and standards.

Section 15.02 Adequate personnel protective devices, safety equipment and the like shall be supplied by the Employer and employees shall be required to use them as instructed by the Employer and in accordance with all Federal, State, Local or Governing Agency rules and regulations, including but not limited to those of FRA, CAUOSHA and the Owner.

Section 15.03 All drivers and passengers riding in an Employer vehicle must comply with CAUOSHA, D.O.T. and the Employer's safety rules and regulations.

ARTICLE XVI
Non-Discrimination

Section 16.01 Management will not discriminate directly or indirectly against any employee because of his membership or non-membership in the Union or because of any Union activity in which he properly engages. Neither the Management nor the Union nor any employee in the bargaining unit will discriminate against or exert either mental or physical duress upon an employee of the Union or any other union; provided however, that the Union will not be liable for the act of any employee who violates this article and who is not a representative of the Union. Neither the Company or the Union will discriminate against any employee designated as part of a special class protected by Federal and/or State law.

ARTICLE XVII
Discipline and Discharge

Section 17.01 The Employer shall have the right to discipline and discharge employees for violation of written work rules, failure to obey instructions, or inability to perform competently. Such disciplinary action may be the subject of a grievance under Article I of this Agreement.

However, this section shall not infringe upon the intent of the Management's Rights Clause of this Agreement.

ARTICLE XVIII
Work Standards Clause

Section 18.01

(a) Work Standards. The Union agrees that it will not limit the amount of work that may be performed in a stated time by any workman nor shall the Employer designate an amount of work for any workman which must be performed within a stated time.

(b) Workmen shall install all work in accordance with all applicable municipal, county, state or other governing agency, rules and code requirements; also per Employer specifications and standards and in a safe and workmanlike manner.

ARTICLE XIX
Favored Nations Clause

Section 19.01

(a) The Union agrees that if during the life of this Agreement, it grants to any other Employer in the Industry any better terms or conditions than those set forth in this Agreement, for work being performed by the Employer under 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.

(b) In order to be competitive in the market and to meet the special needs of Employers on particular jobs, the Union may provide special consideration to Employers who request such demonstrate, to the Union's satisfaction, a specific marketing need with regard to a particular job.

Any special terms, conditions, modifications, or amendments so provided by the Union, shall be implemented with regard to the particular job for which they were requested.

(c) Such special terms, conditions, modifications, or amendments shall be made available to all signatory Employers with regard to the particular job in question, but shall not constitute an action subject to the favored nations clause in the Agreement

(d) This provision does not apply to the following fringe benefits and other contributions as provided for in this agreement: NEBF, Local Pension, and Health Fund. These fringe benefits and contributions can only be adjusted by mutual consent of the parties.

ARTICLE XX Separability Clause

Section 20.01 Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision 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 20.02 Approval of this Agreement has been given with the understanding that any section that does not conform to existing state and/or federal laws will be corrected by the parties signatory thereto. Such changes, if any, must be reduced in writing in the form of an amendment and forwarded in the usual manner for approval.

Section 20.03 Whenever the masculine gender is used in this Agreement, the female gender is also intended.

ARTICLE XXI National Electrical Industry Fund

Section 21.01 Each individual Employer who is a member of NECA 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 exclusion:

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 anyone calendar year, but not exceeding 150,00 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 forward 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 XXII Contract Compliance Fund

Section 22.01 Contract Compliance Fund - Each employer shall contribute 0.5% of the productive payroll for work performed under this agreement.

The fund shall be administered solely by the Association and shall be utilized to pay for administration services performed on behalf of all signatory employers, such as marketing the benefits of IBEW contractors to construction users, promoting project labor agreements, and service on all funds as required by federal law. The amount of this contribution is included in, and is no in addition to, the amount paid by NECA members to the NEIF. The C.C.F. contribution shall be submitted with all other fringe benefits as delineated in the Labor Agreement by the fifteenth (15th) of the following month in which they are due to the Administrator receiving funds. In the event any employer is delinquent in submitting the required Contract Compliance Fund to the designated Administrator, the Administrator shall have the authority to recover any funds, along with attorney fees, court costs, interest and liquidated damages as required with all other fringe benefits as delineated in the Labor Agreement receiving such funds. The enforcement for delinquent payments to the fund shall be the sole responsibility of the fund or the employer and not the Local union. These monies shall not be used to the detriment of the IBEW.

ARTICLE XXIII IBEW Political Education Fund

Section 23.01 An IBEW Political Education (COPE) fund will be established upon adoption of mutually agreed to language by the parties, but administered solely by IBEW Local 11. Contributions to the fund will be employee deductions.