

A G R E E M E N T

BY and BETWEEN

RCE TRAFFIC CONTROL, INC.

and

LOCAL UNION NO. 77 and LOCAL UNION NO. 483

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

PREAMBLE

This Agreement is made and entered into by and between RCE Traffic Control Inc., hereinafter referred to as the Employer, Local Union No. 483 and Local Union No. 77 of the International Brotherhood of Electrical Workers, hereinafter referred to as the Union, whereas, the parties hereto desire to cooperate in establishing conditions which will tend to secure for the employees concerned a living wage and fair and reasonable conditions of employment and to provide an orderly method for adjustment or any future Agreement. It is, therefore, mutually agreed as follows:

ARTICLE I

Recognition of the Union

Section 1 The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours, and all other terms and conditions of employment for the employees covered under this Agreement.

ARTICLE II

Scope of Agreement

Section 1 The scope of work covered under the Agreement and workers employed under the Agreement shall perform all traffic control and flagging services as required by public utility districts, private utilities, mutual utility companies, municipal utilities, R.E.A.'s, or any other electrical utility contracting company.

ARTICLE III

Union Security

Section 1 All workmen employed by the Employer shall, as a condition of employment, tender the full and uniform admission fees in effect in the Local Union on the 8th day following the beginning of employment under this Agreement, or the effective date of this Agreement, whichever is later. All workmen accepted into membership shall thereafter maintain their continuous good standing in the Union as a condition of employment by paying regular monthly dues and/or working dues uniformly paid by other members of the same classification in the Union in order to defray the costs of the collective bargaining agreement in accordance with its rules. In the event that a workman fails to tender the admission fee or that a member of the Union fails to maintain his membership by paying monthly dues and/or additional working dues in accordance with the provisions of this section, the Union shall notify the Employer, in writing, and such written notice shall constitute a request to the Employer to discharge said individual workman within forty-eight (48) hours (Saturdays, Sundays, and Holidays excluded) for failure to maintain continuous good standing by paying monthly dues and/or additional working dues in the Union in accordance with its rules referred to above in this paragraph.

Section 2 In the event that the Union does not accept into membership any workmen tendering admission fee and regular monthly dues and/or additional working dues, the foregoing paragraph shall not be applicable, provided, however, that the Union may, at any time thereafter, decide to take such workman into membership in which said workman shall be required to tender the full and uniform admission fees in effect in the Local Union not later than eight (8) days following notification by the Union and shall thereafter be required to maintain his membership by paying monthly dues and/or additional working dues in accordance with the provisions of the foregoing paragraph. In the event that such workman fails to comply with this paragraph, the Union shall notify the Employer and the Employer shall discharge said workman within forty-eight (48) hours.

Section 3 The Employer agrees to deduct from the pay of each employee the one percent (1%) working dues when so authorized, in writing, by the employee. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Such authorization shall be on a form furnished by the Union and may be revoked during the ten (10) day period preceding the anniversary date of this Agreement.

ARTICLE IV

Employer Rights - Union Rights

Section 1 The Employer shall have the right to select employees provided such employees are qualified and certified to perform the work covered in accordance with the laws of the State of Washington and/or federal statute.

Section 2 The Employer shall furnish to the Union the name, address, and social security number of each employee hired within twenty-five (25) days following the employee's date of hire. This section shall apply to union jobs only.

Section 3 The Employer may assign employees to any location within the Union's jurisdiction.

Section 4 Employees covered under the terms of this Agreement shall take reasonable care of all tools, equipment and materials. Employees shall act in a professional manner at all times.

Section 5 The Employer shall have the right to dispatch all employees to the appropriate job assignments. Dispatching shall be based on availability of the flagger and the job location.

Section 6 The Business Manager shall have the right to appoint a steward on any job or at any shop where workers are employed under the terms of this Agreement.

Under no circumstances shall the Employer dismiss or otherwise discriminate against any employee or steward for making a complaint or giving evidence with respect to any alleged violation of this Agreement.

Section 7 The representative of the Union shall be allowed access to any shop or job at any reasonable time where workers are employed under this Agreement.

Section 8 It shall not be considered a violation of this Agreement for employees to refuse to cross a legal picket line established by any other Union.

Section 9 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, 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.

Excused refusals that will be recognized by the Employer are:

1) family emergency, 2) sickness, 3) vacation, and 4) geographic location of the job assignment, etc.

Section 10 Except for just cause, all reduction of work force shall be based on the length of employment on a specific job and performance.

ARTICLE V

Grievances - Arbitration

Section 1 The parties who are signatory to this Agreement recognize that the terms of the Agreement may be subject to different interpretation, and should have recourse to an orderly means for the resolution of such differences. The following procedure is written as for a grievance of the Employer against the Union shall be the same.

Section 2 Any dispute between the Employer and the Union or between the Employer and any employee covered by this Agreement concerning interpretation, application, claim or breach of violation of the express terms of this Agreement shall be deemed a grievance.

Step 1 The grievance shall first be taken up by the employee with the shop steward, and if the employee and shop steward determine that a grievance exists, it shall be taken up by the employee, shop steward, and/or the business representative with the supervisor within fifteen (15) working days of the knowledge of any alleged contract violation. The supervisor should consult and/or arrange a meeting time with his superior, if necessary, to resolve the contract grievance. The parties agree to make every effort to settle the contract grievance at this stage promptly.

Step 2 If the contract grievance is not resolved as provided in Step 1 above, the business representative shall then forward the written contract grievance defining the section or sections violated to the manager or manager's designee within ten (10) working days after Step 1 answer. The manager or designee shall convene a meeting within (10) working days after receipt of a contract grievance between the aggrieved employee, shop steward, and/or business representative together with the manager or designee shall forward a reply to the Union.

Step 3 If the contract grievance is not settled in Step 2, it may be referred to arbitration by either party and the arbitration shall be conducted under voluntary labor regulations. Such reference to arbitration shall be made, in writing, within thirty (30) calendar days after the Union's receipt of the Employer's response as provided in Step 2 and will be accompanied by the following information:

- a. Question or questions at issue.
- b. Remedy sought.

The parties agree to abide by the award made in connection with any arbitrable difference. There will be no suspension of work, slow down, or curtailment of services while any difference is in process of adjustment or arbitration.

In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

1. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify the terms of the Agreement, and the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
2. The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Union, and the employees involved.
3. The cost of the arbitrator shall be borne equally by the Employer and the Union, and each party shall bear the cost of presenting its own case.
4. The arbitrator's decision shall be made, in writing, and shall be issued to the parties within thirty (30) days after the case is submitted to arbitrator.

Section 3 A contract grievance in the interest of majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced in Step 2 of the contract grievance procedure and be processed with the time limits set forth herein.

Section 4 As a means of facilitating the settlement of a contract grievance, either party may include an additional grievance procedure management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.

Section 5 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

ARTICLE VI

Conditions of Employment

Section 1 The standard work day shall consist of eight (8) hours between 6:00 a.m. and 6:00 p.m., or to conform with the same hours as the utility or contractor crew that the employee is working for. Example would be four (4) ten (10) hour days or nine-eighties (9/80's).

Section 2 The standard work week shall consist of forty (40) hours within five (5) such work days, Monday through Friday, inclusive.

Section 3 Employees working outside the standard work day or work week shall be compensated at one and a half times (1 1/2) their straight rate of pay. Employees working on Sundays or holidays shall be compensated two (2) times their straight time rate of pay.

Section 4 Employees shall be required to furnish hard hats, traffic control paddles and vests needed to perform the work assignment.

Section 5 Holidays shall be those days observed as such by the utility on whose property the work is being performed.

Section 6 Employees called to work and working less than four (4) hours shall not receive less than four (4) hours pay.

Section 7 Wages shall be paid weekly, not later than quitting time on Friday.

If employees request their checks be mailed, the checks shall be postmarked no later than the Thursday before payday.

Section 8 For the employees covered by this Agreement, the Employer shall make regular payments to federal and state governments for Social Security, Workmen's Compensation and Unemployment Insurance as provided by law and shall furnish satisfactory proof of such to the Union upon request.

Section 9 The Employer shall submit to the Union each month a listing of all employees employed during the previous month, gross wages paid each employee and hours worked.

ARTICLE VII

Wage Schedule

<u>Classification</u>	<u>Basic Hourly Rate</u>
Flag Person	\$10.00 per hour
Overtime rate (1 1/2)	\$15.00
Overtime rate (2x)	\$20.00
Show up	4 hours at the straight time rate

*** Wages shown here are for designated union jobs only. ***

*** Prevailing wage laws shall apply where applicable. ***

ARTICLE VIII

Term of Agreement

Section 1 This Agreement shall be effective May 1, 2001 and shall remain in effect through April 30, 2002, and continue in effect from year to year thereafter, unless either party shall have given sixty (60) days written notice of its desire that same be terminated. However, changes may be made at any time by mutual consent of the parties.

Section 2 The existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of proposed changes or modifications.

Section 3 This Agreement shall be subject to change or supplement, at any time, by mutual agreement of the parties hereto. Any such change or supplement shall be reduced to writing,

signed by the parties hereto and subject to the approval of the International President of the I.B.E.W.

ARTICLE IX

Savings Clause

Section 1 Should any part or any provision contained in this Agreement be declared invalid or illegal, such invalidation shall not invalidate the remaining portions of the Agreement and the parties will immediately meet and re-negotiate such parts or portions affected. The remaining parts or portions shall remain in full force and effect.

NON-DISCRIMINATION

The Employer and the Union agree that they will not discriminate against any employee by reason of age, race, creed, color, sex, national origin, religious belief, or marital status.

Whenever words denoting the masculine gender are in this Agreement, they are intended to apply equally to either gender.

RCE FLAGGING CONTROL, INC.

By [Signature]

Title PRESIDENT

Date: MAY 4, 2001

IBEW LOCAL 483

[Signature] Date: 4/25/01
Rick E. Hite, Business Manager

[Signature] Date: 4/25/01
Alice A Phillips, President

SIGNED FOR IBEW LOCAL 77

[Signature] Date: 5-10-01
David Timothy, Business Manager

[Signature] Date: _____
President

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