

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



SCOPE OF WORK PROVISIONS

FOR

ELECTRICIAN:

TRANSPORTATION SYSTEMS ELECTRICIAN

TRANSPORTATION SYSTEMS ELECTRICIAN
(CABLE SPLICING, WELDING OR FIBER OPTIC SPLICING)

TRANSPORTATION SYSTEMS TECHNICIAN

TRANSPORTATION MAINTAINER LEVEL 1

TRANSPORTATION MAINTANER LEVEL 2

MAINTENANCE TRANSPORTATION TECHNICIAN

IN

ORANGE COUNTY

COPY

AGREEMENT

For

**INTELLIGENT TRANSPORTATION SYSTEMS,
STREET LIGHTING; TRAFFIC SIGNALS; and
UNDERGROUND SYSTEMS in STREETS
and/or ESTABLISHED EASEMENTS**

By
and
Between

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 441**

and

**ORANGE COUNTY CHAPTER
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION**

Effective

June 3, 2002- MAY 31, 2005

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Department of Industrial Relations

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Div. of Labor Statistics & Research
Chief's Office

TRAFFIC SIGNAL AND STREET LIGHTING AGREEMENT

Agreement by and between the Orange County Chapter, NECA and Local Union 411, IBEW.

It shall apply to all firms who sign a Letter of Assent to be bound by this agreement. The Employer agrees that, if it has not previously done so, it will recognize the Union as the exclusive collective bargaining agent for all employees performing electrical work within the jurisdiction of the Union on all present and future jobsites, if and when a majority of the Employer's employees authorizes the union to represent them in collective bargaining.

As used hereinafter in this agreement, the term "Association" shall mean the Orange County Chapter, NECA and the term "Union" shall mean Local Union No. 441, IBEW.

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

The word "Employee", as used hereinafter, shall mean workmen covered by the terms of this agreement.

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any difference by rational, common sense methods.

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

SCOPE OF WORK

The scope of work covered by this agreement shall be as is more fully described below. It is intended to cover electrical work on public streets and freeways, above or below the ground. All work necessary for the installation, renovation, repair, or removal of Intelligent Transportation Systems, CCTV, Street Lighting and Traffic Signal work or systems, whether overhead, underground, or on bridges, including dusk to dawn lighting installations and ramps for access to or egress from freeways. Intelligent Transportation Systems shall include all systems and components to control, monitor and communicate with pedestrian or vehicular traffic included but not limited to installation, modification, removal of all Fiber Optic Video Systems, Fiber Optic Data Systems, Direct Interconnect and Communication Systems, Microwave Data and Video Systems, Microwave Detection Systems, Infrared and Sonic Detection Systems, Solar Power Systems, Highway Advisory Radio Systems, Highway Weight and Motion Systems, etc. Any and all work required to install and maintain any newly developed or specialized systems.

All cutting and fitting and "bandaging" of such ducts, raceways and all conduits. The cleaning and rodding and installation of "Fish and Pull Wires."

The excavating, setting, leveling and grouting of pre-cast manholes, vaults and pull boxes; including ground rods, or grounding systems, rock necessary for leveling and drainage, as well as the pouring of a concrete envelope, if needed.

The handling of all materials from the first point of delivery on the jobsite to the final installation.

All the foregoing areas of work jurisdiction when such work is to be performed in underground systems in a single ditch in established easements. It is not intended nor shall it include electrical work performed beyond the property line or public streets unless performed on established easements or right of ways.

ARTICLE I

EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES

Effective Date

Section 1.01 This agreement shall take effect June 3, 2002, and shall remain in effect until May 31, 2005, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from July 1 through May 31 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 ninety (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 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 failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of Council on Industrial Relations 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 decision 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 and the National Office of NECA for approval, the same as this agreement.

Section 5.18 A copy of the Referral Procedure set forth in this Addendum 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 5.19 Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of this Agreement between the parties.

Section 5.20 "Journeyman Transportation Electrician" shall perform all tasks necessary to install the complete Transportation System.

Section 5.21 "Transportation Technician" duties shall consist of:

Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

ARTICLE VI HOURS OF WORK

Work day / Workweek

SECTION 6.01(a) Eight (8) hours work between the hours of 7:00 a.m. and 3:30 p.m. with thirty (30) minutes for lunch period shall constitute a work day. A one-hour variance in starting time is permissible with the mutual agreement of employer and employee.

Forty (40) hours within five (5) consecutive days, Monday through Friday, inclusive, shall constitute a workweek.

SECTION 6.01(b) The Employer, with twenty four (24) hour prior notice to the Union, may institute a work-week consisting of four (4) consecutive ten (10) hour days between the hours of 7:00 a. m. and 6:00 p.m., Monday through Thursday or Tuesday through Friday, with one-half hour allowed for a lunch period. There shall be no make-up day. After ten (10) hours in a workday the applicable over time rate shall be paid.

SECTION 6.01(c) Every employer shall authorize and permit all employees to take rest periods. Rest periods may be staggered to avoid interruption in the flow of work. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes rest break for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at employer designated areas, which may include or be limited to the employees immediate work area.

Holidays

Section 6.02 The rate of pay for all work performed outside of regular hours shall be one and one half times the straight time rate of pay except that double time shall be paid as follows:

1. All hours worked in excess of 12 hours in one day.
2. Sundays
3. Holidays as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day (November 11th), Thanksgiving Day, day after Thanksgiving, Christmas Day or days celebrated as such.

No work shall be performed on Labor Day except in case of emergency and then only after permission is granted by the Business Manager of the Union.

**Memorandum of Understanding
Intelligent Transportation Systems, Traffic Signals, Street Lighting
and Underground Systems
in Streets and/or Established Easements**

Re: Routine Maintenance and Repair

It is agreed, that to better serve the needs of the customers in the Intelligent Transportation Systems Industry, the following classifications shall be added to the current Collective Bargaining Agreement:

- Transportation Maintainer Level 1
- Transportation Maintainer Level 2
- Maintenance Transportation Technician

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The scope of work shall be:

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- 1) Transportation Maintainer Level 1
Must have IMSA, or equivalent Work zone safety certification.
Scope: May readjust signal heads, re-lamp signal heads, install LED lenses, change back plates, change lenses, ballast, re-lamp/re-ballast ISNS and safety lights, and paint.
- 2) Transportation Maintainer Level 2
Must have IMSA – I, or equivalent certification.
Scope: May perform all functions of Maintainer Level 1; plus inspecting, cleaning and resetting controllers and control equipment; testing and repair of all sensors; first response for knock downs, and verifying the proper functions of the controller.
- 3) Maintenance Transportation Technician
Must have IMSA – II (Technician), or equivalent certification.
Scope: May perform all functions of Maintainer Level 1&2; plus knock down temporary replacement; wiring repair; coordinate traffic signals; bench test and rebuild microprocessors; direct Maintainer Levels 1&2; and other aspects of the traffic signal maintenance function.

Note:

A Transportation Electrician if working maintenance must have IMSA – II (Electrician), or equivalent certification. May supervise all Transportation classifications.