

78 workers

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

AND

MASS ELECTRIC CONSTRUCTION CO.

FOR

RAILROAD SIGNAL MAINTENANCE

DECEMBER 1, 2000 TO NOVEMBER 30, 2003

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 Mass Electric Construction Co., or successor agency, is applicable to and shall be utilized by Mass Electric Construction Co. for all its railroad 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 the Mass Electric Construction Co.

This Agreement shall apply to the Company 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 signal maintenance work assigned to the Company and performed by employees of the Company within the State of California.

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

All work performed by the Company 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.

Witnesseth

Whereas, the parties hereto desire to establish a standard of conditions under which the employees shall work for the Company 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 Company 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.

The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining between itself and the employees covered under this Agreement.

ARTICLE I

Effective Date - Changes

Grievances - Disputes

SECTION 1.01

This Agreement shall take effect December 1, 2000, and shall remain in effect until November 30, 2003, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from December 1 through November 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 writing.

(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 Company. 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. The 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.

SECTION 1.10

No complaint, dispute or grievance shall be considered unless written notice is delivered by the aggrieved party to the Union and Company within seven (7) working days from the date on which the alleged complaint, dispute or grievance first occurred, except in cases involving fringe benefit payments.

ARTICLE II

Management Rights - Union Rights

SECTION 2.01

Certain qualifications, knowledge, experience and financial responsibility are required of the Company. Therefore, the Company 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 Company 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) A valid C-10 license for the State of California in the name of the Company.

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

SECTION 2.02

The Union understands the Company is responsible to perform the work required by the Owner. The Company 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 Company'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.

SECTION 2.03

For all employees covered by this Agreement, the Company shall carry Workmen's Compensation Insurance with a Company authorized to do business in the State, Social Security, and other such protective insurance, as may be required by the laws of this State, and make contributions to the California Department of Employment.

SECTION 2.04

No individual connected with the Company 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.

SECTION 2.05

The Union reserves the right to discipline its members for violation of its laws, rules and Agreements.

SECTION 2.06

The Union has the right to appoint Steward(s) at any job(s) where workmen are employed under the terms of this Agreement. The Company shall be notified and furnished the name of the Steward. Such Steward(s) shall be allowed sufficient time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed on the job. No Steward shall be discriminated against by any Employer because of his faithful performance of duties as Steward.

SECTION 2.07

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

SECTION 2.08

(a) It shall not be a violation of this Agreement, and it shall not be cause for discharge or any other disciplinary action by the Company against any employee, for an employee to refuse to cross a lawfully established primary picket line, whether at the premises of another Employer or the employee's own Employer.

(b) Any employee exercising such right shall carefully put away all tools, materials, equipment, or any other property of the Employer in a safe manner. Each employee will be responsible for any loss to the Company for neglect in carrying out this provision but only when the Company provides a safe place.

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

SECTION 2.11

New employees of the Company shall be directly hired by the Company and be considered probationary until they have completed thirty (30) days continuous service with the Company. After said probationary period, such employees shall be considered permanent hereunder. However, if at any time during the probationary period, the Company shall deem any such employee unqualified in any way, the Company 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

It is the intention of the parties hereto to cooperate in securing competent employees for the Company whenever a vacancy occurs, or whenever the work force is to be increased. To this end, it is agreed that the Company 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 Company shall, therefore, select employees from all available sources without restriction to present members of the Union.

In the event an applicant is employed who is not a member of the Union, the Company shall advise such applicant of the Union membership requirements of this Agreement. The Company 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 2.15

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 2.16

The Company 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 Company's establishment covered by this Agreement. The subletting of all electrical work will be to an IBEW Signatory Contractor.

SECTION 2.17

Company shall provide sanitary facilities (toilets), clean-up facilities (wash up), for signal gangs at assigned headquarters.

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, Saturdays, Sundays, and the following nine (9) Holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day or days celebrated as such, shall be paid at one-and-one-half (1 1/2) times the basic straight-time rate.

SECTION 3.03

No work shall be performed on Labor Day, except in case of an emergency.

SECTION 3.04

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 3.05

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 3.06

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.

SECTION 3.07

Shift work.

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

(b) The first shift (day shift) shall be worked between the hours of 5:00 a.m. and 7:00 p.m. Workmen on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

(c) The second shift (swing shift) shall be worked between the hours of 1:30 p.m. and 3:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular rate for eight (8) hours work.

(d) The third shift (graveyard shift) shall be worked between the hours of 10:00 p.m. and 12:00 noon. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

(e) A non-paid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one-and-one-half (1 1/2) times the "shift" hourly rates.

SECTION 3.08

When employees are called out on trouble or emergency calls outside of and not continuous with their regular established working hours, they will be paid at 1½ times the regular straight-time rate computed on the actual time basis, at a minimum of four (4) hours straight-time pay. The pay period will begin at the time required to report and end upon return to a designated point; if called for immediate service, time will begin at time called.

SECTION 3.09.

Workers who 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 such time work is prohibited.

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.

Signalman - 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.

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 - Network Specialists shall have previously met all of the requirements of a Signal Maintainer. A Network Specialist shall have the added qualification of basic computer skills or related training in accordance with the Customer's requirements and will be assigned to the Central Control Facility.

(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 operators 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.

ARTICLE V

Wages - Fringe Benefits

SECTION 5.01

The wage and fringe benefit schedule shall be as follows:

(a) Effective December 1, 2000, through November 30, 2003

Wages

Beginning December 1,		<u>12/01/00</u>	<u>12/01/01</u>	<u>12/01/02</u>
Signalman	Base	\$23.67	\$24.32	\$24.96
Maintainer	Base+10%	\$26.04	\$26.75	\$27.46
Network Specialist	Base+15%	\$27.22	\$27.97	\$28.70
Signal Foreman	Base+20%	\$28.40	\$29.18	\$29.95
Signal Inspector	Base+20%	\$28.40	\$29.18	\$29.95
Apprentice - Signalman				
Step 1	70% Base	\$16.57	\$17.02	\$17.47
Step 2	75% Base	\$17.75	\$18.24	\$18.72
Step 3	80% Base	\$18.94	\$19.46	\$19.97
Step 4	90% Base	\$21.30	\$21.89	\$22.46

Step increases will be in six (6) month increments and upon successful completion of approved Labor/Management Training within that period. Apprentices in Step 4 shall remain at that level until assigned to higher a classification.

Fringe Benefits

Health & Welfare Fund	\$3.24/hour
Pension fund	\$3.50/hour
NEBF	3% of Basic Hourly Wage
Paid Holidays	9 days per year (See Art. X, Sec. 10.01)
Paid Vacations	See Art. X, Sec. 10.02
Personal Days	See Art. X, Sec. 10.02

Driver/Operators

Driver/Operators of equipment requiring a Class A driver's license will be paid an additional fifty cents (.50) per hour while driving or operating said equipment.

SECTION 5.02

Overtime

(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 time-spread of not less than six minutes, permitting the telephone to ring several times 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 1/2) 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 1/2) times their hourly rate for such times 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.

(c) 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.

SECTION 5.03

Emergency Call Outs

Each Signal Maintainer assigned to, or filling a vacancy on a territory shall be available to promptly respond to all emergency 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.

SECTION 5.04

When necessary work is to be performed outside of assigned hours on an assigned territory, employees will 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 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. He is registered as "away or unavailable" with Management.
2. He 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.

The individual employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having 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 appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his Labor Agreement.

ARTICLE VII

Health Trust Fund

SECTION 7.01

The Company shall contribute to the Southern California IBEW-NECA Trust Fund a total of three dollars and twenty-four cents (\$3.24) per hour for each hour worked by each employee covered by this Agreement.

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

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

ARTICLE VIII

Pension Trust Fund

SECTION 8.01

The Company shall contribute to the Southern California IBEW-NECA Pension Trust Fund a total of three dollars and fifty cents (\$3.50) per hour for each hour worked by each employee covered by this Agreement.

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 Health Fund and Trust, including legal fees, bonding of Trustees, postage, printing, etc., shall be borne by and from the Health 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

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

ARTICLE IX

Payment of Funds

SECTION 9.01

Payment into the foregoing Funds shall be made not later than fifteen (15) calendar days following the end of each calendar month.

SECTION 9.02

Should the Company fail to report or to make contributions due to any of the foregoing Funds when due, the Company shall be subject to such actions as may be brought by the Trustees of the Funds in accordance with the standard rules and regulations of the Funds.

SECTION 9.03

Should the Company fail to remit as provided above, it shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union, provided the Company fails to show satisfactory proof that the required payments have been paid to the Local Secretary-Treasurer.

ARTICLE X

Holidays and Vacations

SECTION 10.01

Holidays

(a) For all employees covered by this Agreement, the following days shall be recognized as paid holidays: New Year's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day 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 their vacation in a week in which a paid holiday falls shall receive an extra day of paid vacation. To be eligible for holiday pay, employees shall work their regularly scheduled work shift before the holiday and the next succeeding working day.

(c) Any employee working on a holiday shall be paid at time-and-one-half (1 1/2) the straight-time rate.

SECTION 10.02

Vacations

(a) Each employee covered under the terms of this Agreement having completed a minimum of one hundred (100) regular work days employment with the Company shall receive a paid vacation as shown herein.

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

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

Vacation Days

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

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

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

Personal Days

Two (2) days shall be given at such times as may be mutually agreed upon between the Company and the employee.

(d) When an employee resigns, or their service is terminated, they shall be paid for all unused vacation based on their monthly pro rata share in accordance with the above schedule. However, employees with less than six (6) months of continuous service shall not be entitled to any vacation pay.

(e) It is agreed by both parties to this Agreement that each employee must take his vacation each year and that no agreement to work for additional compensation during his earned vacation will be allowed. Each employee will be permitted to accumulate a maximum of fifteen (15) vacation days. Vacation days in excess of 15 days will not be accumulated unless the employee is restricted from taking scheduled vacations for Employer's convenience. Employer shall notify employee at least yearly of vacation status.

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

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

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 one-and-one-half percent (1½%) 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 Training Program will be provided for and paid for by the Employer at no expense to the employee. As the labor force grows in size, a mutual assessment will be made to determine if the training program can be provided "in-house" by the IBEW.

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 insure 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 Company and in accordance with all Federal, State, Local or Governing Agency rules and regulations, including but not limited to those of FRA, CAL/OSHA and the Owner.

SECTION 15.03

All drivers and passengers riding in a Company vehicle must comply with CAL/OSHA, D.O.T. and the Company's safety rules and regulations.

ARTICLE XVI

Non-Discrimination

SECTION 16.01

There shall be no discrimination by the Company or the Union against any employee or applicant for employment because of race, religion, color, age, sex, creed, national origin or disability.

ARTICLE XVII

Discipline and Discharge

Section 17.01.

The Company 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 Company 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 Company specifications and standards and in a safe and workmanlike manner.

ARTICLE XIX

Most Favored Nations Clause

SECTION 19.01

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 Company under this Agreement, such better terms or conditions shall be made available to the Company under this Agreement and the Union shall immediately notify the company of any such concession.

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.

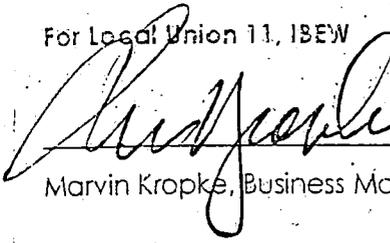
AGREEMENT

MUTUALLY AGREED BY LABOR AND MANAGEMENT THAT IF A NEW CONTRACT IS NOT AGREED TO BEFORE THE TERMINATION OF THE CURRENT AGREEMENT, ALL PAY INCREASES WILL BE RETROACTIVE TO THE TERMINATION DATE OF THE OLD AGREEMENT.

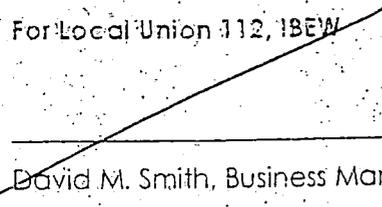
Negotiated by the IBEW and Mass Electric Construction Co.

Effective Date: December 1, 2000

For Local Union 11, IBEW


s/s
Marvin Kropke, Business Manager

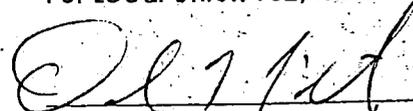
For Local Union 112, IBEW


s/s
David M. Smith, Business Manager

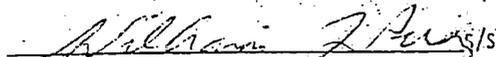
For Local Union 11, IBEW


s/s
Ted Rios, Business Representative

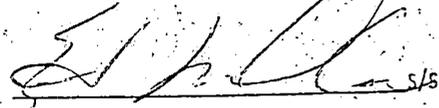
For Local Union 952, IBEW


s/s
David N. Tilmont, Business Manager

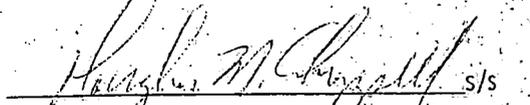
For Local Union 440, IBEW


s/s
William J. Perez, Business Manager

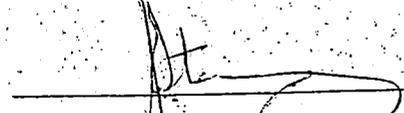
For Mass Electric Construction Co.


s/s
H. Richard Case, Vice President

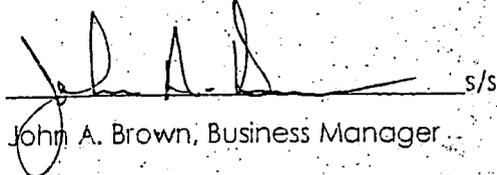
For Local Union 441, IBEW


s/s
Douglas M. Chappell, Business Manager

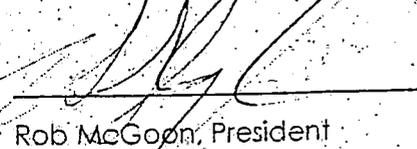
For Steiny & Co.


s/s
Jack Steiny, Chairman

For Local Union 477, IBEW


s/s
John A. Brown, Business Manager

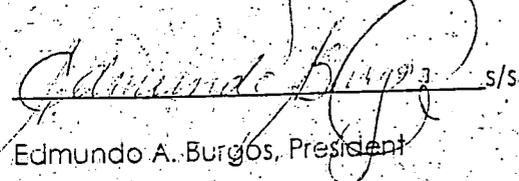
For Amelco


s/s
Rob McGoon, President

For Local Union 569, IBEW


s/s
Allen Shur, Business Manager

For L & B Electric


s/s
Edmundo A. Burgos, President