FLAGGING AGREEMENT

By

and

between

INTERNATIONAL BROTHERHOOD
OF
ELECTRICAL WORKERS
LOCAL UNION 659

And

Lord and Associates, Inc.

February 1, 2016, through January 31, 2019

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AGREEMENT

Preamble

Entered into this 1st day of **February 2016**, by and between Lord and Associates, Inc. hereinafter referred to as the "Employer" and Local 659 of the International Brotherhood of Electrical Workers, hereinafter referred to as the "Union".

ARTICLE I
Term of Agreement

1.1 This Agreement shall become effective **February 1, 2016**, and remain in effect through **January 31, 2019**, and continue in effect from year-to-year thereafter unless either party shall have given sixty (60) days written notice prior to **November 30, 2018**, of its desire that same be terminated or amended upon termination of such written notice. However, changes may be made at any time by mutual consent of the parties.

1.2 Any agreed upon changes will become effective February 1 of any year changes are made unless otherwise agreed upon in writing.

ARTICLE II
Purpose and Scope of Agreement

2.1 The intent of this Agreement is to establish fair wages and safe working conditions of employment for electrical workers flagging as outlined below.

2.2 The scope of work covered under this Agreement and workers employed under the provisions of this Agreement shall perform all work of flagging and traffic control, including flagging of vehicle movement, not in conflict between parties as covered in the Construction Agreement. This Agreement shall cover the geographical area as defined in the Construction Agreement pertaining to Local 659. Counties covered in Local 659's jurisdiction are as follows: Benton, Coos, Curry, Douglas, Jackson, Josephine, Klamath, Lane, Lincoln, Linn and Polk Counties in the State of Oregon, and Siskiyou, Modoc and Del Norte Counties in the State of California.

ARTICLE III
Job Referral

3.1 The Employer shall fill existing vacancies with their current available employees, however, if the Union notifies the Employer that the Union has qualified people available to perform work covered by this Agreement, the Employer shall give prior consideration to such personnel before recruiting additional people from the "street".

ARTICLE IV
Union Security

4.1 The Employer recognizes the Union as the sole Collective Bargaining Agency between itself and the employees covered under this Agreement.

4.2 All employees shall as a condition of employment, after the equivalent of eight (8) days (sixty-four (64) hours) of employment, become and remain members of the Union.

4.3 A work assessment as outlined in the Bylaws of IBEW Local 659 for Construction members shall be withheld on a weekly basis beginning with the employee's first assigned working hour. The Employer agrees to forward such assessment to Local 659 on a monthly basis in order that such monies are received not later than fifteen (15) calendar days following the end of each calendar month.

ARTICLE V
Contractor Rights – Union Rights

5.1 The Business Manager of the Union shall have the right to appoint a Shop Steward at any shop or on any job covered by this Agreement.

5.2 The Employer agrees there will be no subletting or assigning of work covered by this Agreement.

5.3 The Employer(s) also agrees that employees in supervision or those employees that regularly perform work that is not covered by this Agreement shall not, under any circumstances, perform the duties or functions of the employees that work under the terms and conditions of this Agreement unless authorized by the Union in advance of the event.

5.4 The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Flagging Industry, on work covered by this Agreement, such better terms or conditions for any job or project than those set forth in this Agreement, such better terms or conditions shall be made available to Employers under this Agreement for the same job or project and the Union shall immediately notify the Employer of such concessions.

ARTICLE VI
Grievance Procedure

6.1 Grievances may be presented to the supervisor on any violation of this Agreement or any alleged action of the Employer or its supervision, which the employee feels unjustly affects his/her job or any benefits arising from that job.

6.2 The Employer has the right to terminate an employee during their first six (6) months of employment without the employee having recourse to the grievance procedure.

6.3 All grievances not settled directly on the job will be referred to the Employer and the Union in writing. If the grievance cannot be settled between the Employer and the Union, it will be referred to third party arbitration as hereinafter provided under Article VII, Arbitration.

6.4 Grievances not filed within thirty (30) days of their occurrence shall forever be waived.

6.5 The Union and/or Employer may institute a grievance at any time.

ARTICLE VII
Arbitration

7.1 Any grievance not settled thirty (30) workdays after being presented by the procedure set forth in Section 6.3 of the grievance procedure shall, upon written notification, be disposed of by arbitration in the manner and form hereinafter provided, unless the time shall be extended by mutual written consent.

7.2 Each party, after it has been determined the matter cannot be settled by direct negotiations, shall within five (5) working days jointly request the Federal Mediation and Conciliation Service to designate a panel of nine (9) arbitrators. Upon receipt of such panel, the parties shall alternately strike names from the panel, the grieving party striking the first name, and the remaining name on the panel shall be the arbitrator. By mutual agreement, the parties may submit multiple grievances to the arbitrator so designated.

7.3 The arbitrator designated under Section 7.2 shall act as a fair and impartial arbitrator and shall proceed to hear the evidence and shall make a decision, which shall be final and binding on the parties. The arbitrator shall have no authority to add to or otherwise change any provision of this Agreement and his/her decision shall be within the scope of this Agreement.

7.4 It is understood by both parties that the arbitration hearing(s) will be conducted in as short a time as possible and the arbitrator shall designate the time and place of the hearing, and cause due notice thereof to be given. Each party shall be given the opportunity to appear in person and/or by attorney, to produce witnesses, and cross-examine. The arbitrator shall pass on the admissibility of the evidence. Each of the parties hereto agrees to produce all its books, records, documents, or any other material, which in the opinion of the arbitrator is relevant to the issue(s) in dispute. The arbitrator's decision shall be in writing and shall give the reasons thereof.

7.5 The award of the arbitrator shall be final and conclusive on the parties hereto. The arbitrator shall not have authority to arbitrate away in whole or in part any provision or provisions of this Agreement. Either party to this Agreement may file a grievance.

7.6 Each party will bear the expense of presenting and preparing its own case. Compensation and expenses of the arbitrator, to include the meeting facility if any charges are incurred, shall be borne equally by the Company and the Union.

ARTICLE VIII
Health and Welfare

8.1 All employees completing 1040 hours with their current Employer shall receive medical insurance to be paid for in full by the Employer, so long as they work no less than an average of 138 hours per month for a 3-month period. These hours are to be calculated for all hours worked for the Employer. Employees who work an average of more than 104 hours, but less than 138 hours per month for a 3-month period will receive medical coverage at a cost-share for premiums at 90 percent for Employer and 10 percent for employee. These hours are to be calculated for all hours worked for the Employer.

ARTICLE IX
Hours and Wages

9.1 Eight (8) hours of work between the hours of 6:00 A.M. and 6:00 P.M., with not less than thirty (30) minutes or more than one (1) hour for lunch period, shall constitute a workday. When an employee is not given time to eat within five (5) hours from their start time, the employee shall receive one and one-half times (1-1/2x) the straight-time rate of pay for the missed meal period. Employees will be required to record their start time and end time on the time sheets and they must specify whether or not a lunch period was taken for that day, as well as the start and stop time of said lunch period.

9.2 Meals

(a) Meals will be provided by the Employer after any four-hour continuous overtime period and each four (4) hours while employees continue to work overtime. Hours can be changed by mutual agreement.

(b) Maximum meal allowance will be reimbursed at fifteen dollars ($15) for breakfast, fifteen dollars ($15) for lunch, twenty-five dollars ($25) for dinner and twenty dollars ($20) for midnight meal. Meals are paid by receipt only. Employees will not be paid for time spent eating.

9.3 Employees called and reporting for work will receive one (1), four-hour minimum payment for reporting, provided, such employees make themselves available for all four (4) hours of work. If employees do not notify the Employer of such availability, when required to do so by the Employer, time paid shall only be for time worked.

9.4 Mileage Reimbursement

When a Company vehicle is not provided by the Employer, employees will receive mileage compensation at the federally allotted mileage reimbursement rate. Mileage will be compensated for all job-related miles driven between the initial show-up site (job or yard)

and the final site (job or yard) where the employee is released. Mileage compensation is for driver only when traveling in their own personal vehicle. Passengers are not compensated for mileage. (The Employer may require the addresses of each yard, job, or site location as well as the start and stop mileage on an employee's personal vehicle. Those employees required to do so, but failing to provide this information may not receive compensation).

9.5 When assigned to report to the Company's Headquarters to pick up equipment, vehicles, etc., employees will be paid at the appropriate Union rate, starting at the time at which the Employer assigned them to show up. The Employer shall not be required to pay employees who, out of their convenience, "ride along".

9.6 An employee who works a Union job and is required to attend mandatory meetings the same day, shall be paid at the appropriate Union scale.

9.7 Overnight requirements (Employer determination). Flaggers assigned to a reporting headquarters requiring them to remain over night will be paid forty dollars ($40.00) board and lodging. Mileage will be paid as per Sections 9.4 and 9.5.

9.8 All work performed outside of the regularly scheduled working hours and on Saturdays and Sundays shall be paid for at time and one-half (1-1/2x) the regular straight-time rate of pay. All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the Friday following, and Christmas Day or the days celebrated as such shall be paid at double (2x) the regular straight-time rate of pay.

9.9 401(k)

It is agreed the employer shall provide payroll deduction for their employees. The Employer shall not be responsible for any costs associated with this plan other than providing payroll deduction. Employees will be allowed to change the dollar amount withheld from their pay as per the Trust documents.

It is agreed that the individual Employer, in accord with the National Electrical 401(k) Plan Agreement and Trust ("Agreement and Trust") as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers, as amended, will participate in the National Electrical 401(k) Plan ("NEFP").

The individual Employer recognizes that applicable rules require contributions to be transmitted to a 401(k) plan as soon as they can reasonably be segregated from the general assets of the employer. The Trustees of the NEFP strongly encourage all contributing employers to regularly remit to the NEFP or its designee any and all bargaining unit employee elective deferrals within seven business days of the date when the Employer receives or withholds such employee elective deferrals. However, in recognition that some employers may be unable reasonably to segregate participant contributions from their general assets more frequently than the standard monthly processing cycle for participant contributions to pension plans, as noted in U.S. Department of Labor Field Assistance Bulletin 2003-2, all contributions must be remitted

by the fifteenth (15th) of the month following the month in which the amounts would otherwise have been payable to the participant.

In all events, contributions not remitted by this date shall constitute a debt due and owing to the NEFP. In making such contributions, the individual Employer shall utilize the NEFP's electronic remittance system. Further, in agreeing to participate in the NEFP, the individual Employer agrees to cooperate with the NEFP by submitting all reasonably requested documents and information necessary for the NEFP to perform all required testing of the NEFP under the tax laws.

The individual Employer, and the Local Union certify that no existing defined benefit plan was terminated or modified in any manner solely as a condition upon or as a result of the adoption of the NEFP. This provision does not interfere with the rights and obligations of such local plan(s)' trustees to make changes to the plan(s) pursuant to the needs of the plan(s), their fiduciary duty, and the requirements of ERISA, the Pension Protection Act, or other laws and regulations.

In as much as the NEFP is intended to offer bargaining unit employees the opportunity to defer current salary into a retirement savings plan and not to replace any existing employer-funded defined benefit plan, no employer contributions will be required or accepted on behalf of individuals for hours worked under the terms of this agreement.

The individual Employer hereby accepts, and agrees to be bound by, the Agreement and Trust.

An individual Employer who fails to remit employee elective deferrals as provided above shall be subject, in addition to all remedies afforded by law or in the Agreement and Trust, to having its participating in the NEFP suspended or terminated at the discretion of the Trustees of the NEFP upon written notice to the individual Employer. 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 Agreement and Trust shall also constitute a breach of his labor agreement.

9.10 The Employer shall notify the Union of the names, addresses and social security numbers of all applicants hired and will provide a monthly report of all hours worked by each Employee in any one (1) month.

9.11 The Employer shall give each employee the choice to have checks mailed to their designated residence, or to have checks ready to pick up at the office on Friday. When holidays fall on Friday, the Employer shall have checks ready on Thursday. Employees who designate their Employer to mail their checks and who do not receive a check by Wednesday of the following week should notify the Company immediately for resolution.

9.12 Employees working overtime hours other than "classified" storms, through mutual agreement between the Employer and affected employees, may return to work during

regularly scheduled hours at the straight-time rate. Employees working overtime hours on "classified" storms without eight (8) hours continuous relief shall remain on overtime until relieved for a minimum of eight (8) hours. If the Employee is called to report during their normal shift, they will work at their straight-time rate through such time until overtime is warranted under the terms of this Agreement. At such time, they will receive the first eight (8) hours of overtime at one and one-half times (1-1/2x) their regular rate of pay. Thereafter, they will be paid at two times (2x) their regular rate of pay until relieved for eight (8) continuous hours.

ARTICLE X
Working Rules

10.1 The duties of a Flagger shall be to operate vehicles in the performance of their flagging duties, setup, maintain, tear down traffic control devises and control traffic. Under no circumstances will they work with crews to whom they are assigned unless by written mutual agreement between the Union and Employer.

10.2 The Employer shall provide radios and batteries for use on jobs, which require a radio by either the Employer or the Customer. The Employer shall supply an ANSI-approved vest, hardhats, safety glasses and earplugs to each Flagger as required by OSHA for employer-provided personal protective equipment.

10.3 The employee will be expected to provide their initial stop/slow paddle for the first 1040 hours of employment (which includes all employees for the purpose of initial application). Once the employee has worked 1040 hours under this Collective Bargaining Agreement, they will be able to exchange their stop/slow paddle every three (3) years for a "new" sign provided by the Company.

10.4 If an employee does not avail themselves (avail is defined as willing and able to perform work as outlined in Section 9.1) for work for a period of five (5) days, without prior written notice, they will no longer be considered an employee, unless such leave is mutually agreed upon in writing by the Employer and the employee. If an employee does not make themselves available for work for a period of fifteen (15) consecutive days, or longer, they will revert to new hire status.

10.5 Upon being released from work, the employee shall call their responsible dispatcher notifying them of such. Employees who have made themselves available for work and are otherwise qualified shall be dispatched in order of seniority to the best of the Employer's ability, unless otherwise requested by the contracting agency.

10.6 A call-out list is to be established and made available to the Union to verify time worked with the Employer once every thirty (30) days. If a person does not avail themselves the previous day they are not required to be dispatched by seniority, but only by need and necessity as determined by the Employer.

10.7 A 1-800 number shall be provided by the Employer for work related Call-ins.

ARTICLE XI
Wage Rates

11.1 Employees will receive wages as listed in the following wage schedule.

Classification	**Eff: 02/01/2016**	**Eff: 02/01/2017**	**Eff: 2/01/2018**
	2%	**2%**	**2%**
Flagger 0 – 800 Hours	$12.20	$12.44	$12.69
Flagger 801 Hours & Above	$17.67	$18.02	$18.38

11.2 In addition to wages, employee(s) who have 1041 Union hours and have been with the Company for a continuous period of at least two (2) years shall start accruing vacation at two percent (2%) per hour worked. Employee(s) who have 1041 Union hours and have been with the Company for a continuous period of at least three (3) years shall start accruing vacation at three percent (3%) per hour worked.

All of the following are guidelines for utilization of accrued vacation unless otherwise agreed to:

1. Employer(s) must allow up to three (3) employees to schedule vacation simultaneously.

2. Employees must give at least fifteen (15) days prior notice. However, vacation will be scheduled on a first-come first-serve basis.

3. Employees must be available for Union work for the previous ten (10) workweek days. If an employee is unable to be available for more than one (1) day during the ten (10) days as stated above, they will no longer be eligible for their vacation unless they can provide a doctor's slip. If an employee is not available the day before or the day following their vacation they will not be paid for the vacation time scheduled, unless they can provide a doctor's slip.

4. Employees will only be allowed to take vacation of ten (10) days or less at any one (1) time and are limited to 160 hours of vacation in a calendar year.

5. Employees are limited to 160 hours accumulated vacation time to carry over from year-to-year.

6. Employees shall not take more than ten (10) days vacation in a three-month period.

ARTICLE XII
Laws in Contravention

12.1 Should any part hereof or any provisions herein contained be rendered or declared invalid, because of any existing or subsequently enacted legislation or by any decree or a

court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

Lord and Associates:

Representative:

2/1/2014

Date:

I.B.E.W. Local Union 659

Lennie Ellis
Business Manager I. B. E. W. Local Union 659

2/9/2016

Date: