

Articles of Agreement

Between

Teknon Infrastructure Services LLC (TIS LLC)

And

The Communication Workers of America

AFL-CIO. CLC



This Agreement made and entered into this 1st day of April, 2022 through
March 31, 2025 by and between TIS LLC, hereinafter referred
To as the "Company" and the Communications Workers of America, hereinafter referred to as the
"Union".

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Preamble

This Agreement made and entered into on April 1, 2022 by and between Communication Workers of America and TIS LLC modifies all previous agreements.

The term "Company" has hereinafter used shall mean TIS LLC. The term "Union" as hereinafter shall mean the Communication Workers of America and Local Union 7803, AFL-CIO, CLC. The term "Employee" as hereinafter used shall mean the person or persons performing work under the terms of this agreement.

Article 1 Recognition

1.1 The Company hereby recognizes the Union as exclusive collective bargaining representative with respect to rates of pay, wages, hours of employment, benefits and other conditions of for all its employees at all job sites in the states of California and Washington as one bargaining unit, but those exempted by the Labor-Management Act of 1947, as amended.

1.2 It is understood and agreed that when the Company elects to assign, temporarily, members of the bargaining unit to perform work at other job sites and/or in other states not specifically listed in section 1 above, they shall continue to be covered under the terms and conditions of this Agreement.

1.3 The Company agrees not to sell or assign its business without expressly providing in the contract of the sale or assignment, that the purchaser or assignee shall be bound by all terms, conditions and contractual rights of the employees covered under this collective bargaining agreement.

Article 2 Union Security

2.1 It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing. Those who are not members of the Union on the effective date of this Agreement shall, not later than the thirtieth (30th) day following the effective date of this Agreement shall, become and remain members in good standing in the Union. Those employees covered by this Agreement and hired on or after its effective date, shall, no later than the thirty (30) days following the beginning of such employment, become and remain members in good standing in the union.

2.2 This Article shall apply only in those states where the law permits the Union to enter into this type of Union Security agreement. If, during the term of this Agreement, the Union shall become duly authorized under the laws of any other state to enter into this type of Union Security agreement, the effective date of this Article as to the employees in such state, shall be the date upon which the company receives proper written evidence from the Union that it is fully qualified to enter into such an agreement in such state.

Article 3
Payroll Deduction of Union Dues and Initiation Fees

3.1 The Company agrees to make weekly payroll deductions of Union dues and initiation fees or the equivalent thereof when authorized to do so by the employee on a form as set forth below in the amount as certified to the Company by the Secretary-Treasurer of Local 7803 of the Union any amounts so deducted.

Payroll Deduction Authorization	
Name: _____ <small>Please Print (Last), (First), and (Middle Initial)</small>	Location: _____ <small>Job Site (City) & (State)</small>
Mailing Address: _____ _____	
Social Security Number: _____	
<p>The undersigned hereby authorized TIS LLC to deduct from my wages an amount equal to one initiation fee and the regular monthly dues as certified to the Company by the Secretary-Treasurer of Local 7803 of the Communications Workers of America and remit the same to the Secretary-Treasurer of Local 7803 of the Communications Workers of America or his/her duly authorized agent. This authorization may be revoked by me at any time by written request to the Company, or by written request by the Secretary-Treasurer of the Union to the Company's appropriate representative. <i>NOTE: Union membership dues and agency fees are not deductible as charitable contributions for Federal income tax purposes. Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by Internal Revenue Code. Union dues are currently set at an amount equal to two hours and fifteen minutes per month of a member base hourly wage rate, excluding overtime and other premium payments.</i></p>	
Signature: _____	Date: _____ Hire Date: _____

3.1.1 The Company agrees that, upon the receipt of an individual Payroll Deduction Authorization approved by the Company and signed by an employee covered by this Agreement, it will deduct weekly dues specified in such request and forward the full amount thus deducted quarterly to the Secretary-Treasurer of Local 7803 of the Union or his/her authorized agent as directed by the 20th of the following month. The request may be revoked by the employee at any time upon his/her written request to the Company and such request should be directed to the appropriate Company representative. The Secretary-Treasurer of Local 7803 of the Union can also revoke the dues authorization of any employee upon the Secretary-Treasurer's request to the Company's appropriate representative.

3.1.2 In general, dues deductions will be made in designated pay periods in the current month for properly executed dues deduction authorizations received by the appropriate Company representative on or before the 25th day of the month of the preceding month. However, the Company assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will make such efforts as it deems appropriate in correcting any such errors or omissions.

3.2 The Company will furnish to each employee a member information packet prepared and supplied by the Union which will include a copy of this Agreement, a payroll deduction authorization form, the addresses and can-be-reached numbers of the designated Union representatives and other relevant information.

3.2.1 Additionally, any employee new to the work site or newly hired will be introduced to the Local Union representative. The Local Union will be notified of all new hires within two (2) weeks of hire and shall be given time with the new employee(s) to present Union materials and respond to questions. Such time shall not ordinarily exceed one (1) hour. Travel and presentation time by the Local Union Representative will be at Union expense.

3.3 The Company will, each month, furnish the Secretary-Treasurer of Local 7803 of the Union a list of any new hires, those members recalled to work and those members who are on "lack of work" status or who have either terminated their employment or terminated their dues deduction authorizations. All such information shall include the name, social security number and work site location of the affected bargaining unit member.

3.4 An employee's authorization shall be automatically canceled upon termination of employment. An employee's authorization shall be suspended upon leave of absence in excess of thirty (30) calendar days. The employee's authorization shall be reinstated after a return from a leave of absence.

3.5 Any change in the amount of monthly Union dues will be certified to the Company by the Secretary-Treasurer of local 7803 of the Union. A certification, which changes the amount of dues, shall become effective the first day of the fiscal month following the date the Company receives such certification.

3.6 The Union agrees to indemnify and hold harmless the Company from all actions taken in good faith by the Company with respect to deductions under this Article.

3.6.1 The Company will provide a list of employees who have completed their 60 day probationary period (as defined in article 19.1.1).

Article 4

Responsible Union - Company Relationship

4.1 The Company and the Union recognize that it is in the best interest of both parties the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as the exclusive bargaining representative of all employees covered by this Contract. Each party shall bring to the attention of all employees in the units covered by this contract, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to ensure adherence to this purpose.

Article 5

Performance of Bargaining Unit Work

5.1 The Company agrees that Company personnel who are not inducted in the bargaining unit will not do work assigned to employees within the bargaining unit. In case of emergencies, Teknon management employees may perform technical duties until such emergency has ended. Teknon will give prior notification to the Union of emergency situations.

Article 6

Federal and State Laws

6.1 In the event any Federal or State law conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion(s) of the Agreement shall continue in full force and effect.

Article 7

Non-discrimination

7.1 There shall be no discrimination by the Employer against any employee on account of Union membership or lack thereof. There shall be no discrimination by the Employer or the Union because of race, color, creed, sex, age, religion, national origin, sexual orientation, or physical or mental disabilities as required by federal, state and local law. Any claim by any employee that he or she has been discriminated against in violation of this Section or in violation of federal, state or local law shall be subject to the grievance and arbitration procedures contained herein. Administration of this Section shall conform to applicable state and/or federal laws.

7.2 It is mutually agreed that neither party shall interfere with, restrain, coerce or otherwise discriminate against any employee in their right to join or assist, or refrain from joining or assisting, the Union.

7.3 The Company shall not interfere with, restrain, coerce, intimidate or otherwise discriminate against any employee because of membership or lawful activity in advancing the interests or purposes of the Union.

Article 8 No Strike/No Lockout

8.1 The Union agrees that during the term of this Agreement neither the Union, nor its Agents or members will authorize, instigate, aid, condone or engage in a work stoppage, slow-down or strike. The Company agrees that during this same period there shall be no lock-outs. The Company further agrees that no employee covered by this Agreement shall be required to cross a picket line in the course of their employment.

Article 9 Right of Employees to Union Representation

9.1 Any Union employee is entitled to have Union representations in any discussion between the employee and representatives of the Company in which the employee has reasonable grounds to fear that the interview will adversely affect his or her continued employment or their working conditions.

Article 10 Grievance and Arbitration Procedure

10.1 The Company and the Union recognize and confirm that the grievance and arbitration procedures set forth in this Article provide the mutually agreed upon and exclusive forums for resolution and settlement of employee disputes during the term of this Agreement. A grievance is a complaint involving any and all questions, disputes or grievances as to rates of pay, wages, hours of employment and other terms and conditions of employment, or a complaint that an employee has been treated unfairly. Neither the Company nor the Union will attempt by means other than this agreed upon procedure to bring about the resolution of any issue which is properly a subject for disposition through such procedures. It shall be the objective of both the Company and the Union to settle the grievance promptly and at the lowest step of the grievance procedure.

10.2 The grievance procedure shall consist of 2 steps;

Step 1a: Shall involve the steward and designated Company representative. No grievance shall be considered unless it is filed within thirty (30) Calendar days of the action giving rise to the grievance. The Company recognizes the right of the Union to investigate the circumstances surrounding any grievance and agrees to cooperate with the Union in such investigations.

Step 1b: A meeting to discuss the grievance shall be held promptly, but not later than ten (10) working days after receipt by the Company of the grievance between the steward and Teknon District Manager (or designated representative) for that purpose. The decision of grievated party shall be confirmed in writing within ten (10) working days of the meeting.

Step 2a: Should the steward and immediate supervisor fail to reach a satisfactory adjustment of the matter, either party may appeal that decision to Step 2. Notice of the appeal shall be in writing not later than ten (10) working days after the Step 1 decision.

Step 2b: A meeting to discuss the grievance shall be held promptly, but not later than ten (10) working days after the notice of appeal. The decision of the grievated party shall be confirmed in writing within ten (10) working days of the Step 2 meeting.

10.3 Arbitration. Any grievance not adjusted between the Employer and the Union as provided in Section 1. Of this Article shall, upon written request of either party, be referred for determination to an Arbitrator selected by agreement of the parties. In the event that the parties are unable to select an Arbitrator who is mutually acceptable within thirty (30) calendar days after the written notice to arbitrate has been given, the Arbitrator shall be selected by the parties from a panel of arbitrators furnished by the Director of the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AA), at the request of either of the parties.

10.4 Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and expenses of the Arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by the parties hereto.

10.5 The decision of the Arbitrator shall be final and binding upon both parties.

10.6 The time limits provided for in Sections 1, 2, or 3. Of this Article may be extended or waived by mutual agreement of the parties in writing.

10.7 The provisions for arbitration shall apply only to controversies brought by the parties regarding the true intent and meaning of any provisions of this Agreement. The Arbitrator shall have no authority to change, add to or subtract from the Agreement. The Arbitrator shall not decide on any subject not specifically treated in this Agreement.

Article 11

Discharges, Suspensions and Demotions

11.1 In the event any employee is discharged, suspended or demoted for just cause, the Local Union shall be notified in writing of such action. A written claim that the discharge, suspension or demotion was without "just cause", must be filed by the Union within twenty (20) working days.

11.2 If an employee with less than one hundred and eighty (180) days of service is discharged, suspended or demoted, the Union's claim that the action was without just cause shall be subject to the grievance procedure of this Agreement only as defined in Article 10.2. If the employee has one hundred and eighty (180) days or more of service, the Union's claim shall be subject to the grievance and arbitration procedures of this Agreement as defined in Article 10.2 and 10.3.

Article 12
Union Representatives

12.1 Employees designated by the Union as representatives of the Union will be granted the necessary time off to carry out the business of the Union. Such time off shall be without pay but shall be considered as time worked for the purpose of determining seniority, wage increases and other benefits. The Union shall designate and maintain a minimum of two Union Stewards. When the number of CWA employees reaches 41 full time employees in Washington the Union will add a third steward. A fourth union steward may be added if the CWA Washington reaches 81. The Union and the Company agree that the number of Union stewards will be reduced in the same proportion as they were added. If the CWA Washington headcount falls below 81 and/or 41. The Union and the Company agree that the maximum number of Union Stewards shall be six.

12.2 When the employee designated by the Union is meeting with the Company on grievance(s) or disputes as a Union Representative or steward, the employee shall be paid by the Company at his or her regular rate of pay.

12.3 Union bulletin boards shall be placed, without charged for rental space in type, number, and location, with due regard to visibility and accessibility to the employees, as mutually agreed to between the appropriate Union and Company representative(s).

12.4 The Union will provide Teknon, in writing, the name(s) of certified Union Representatives in represented Districts. Such notification will be directed to the Teknon Human Resources Director with a copy mailed to the District Manager within twenty (20) working days of the appointment.

12.5 Certified union stewards and representatives will be considered top in seniority when layoffs are being administrated. The union stewards would then be laid off according to their seniority. If everyone was laid off except for one person, that one person would be the union steward; this is referred to as super seniority.

Article 13
Absences

13.1 Military/Reserve Duty. Any employee ordered to military duty shall be granted a leave of absence, without pay, for such period of time as may be required for such duty. Upon his or her return from such service, if he or she is eligible for re-employment under the terms of the Universal Military and Selective Service Act, the employee shall be credited for all purposes for all time spent in such military service. If such leave is for a period exceeding two (2) months, the employee's current vacation shall be prorated, with credit for any portion of the current vacation year during which the employee was on the Employer's active payroll. For all other purposes under this Agreement, the employee's period of service with the armed forces shall be included in determining their seniority as required by law.

13.1.1 Any employee who is a member of a military reserve component and has a mandatory training obligation shall be granted a maximum of fifteen (15) days leave each calendar year when ordered to short tours of duty for such purpose.

13.2 Death in Immediate family. At the time of death of an immediate family member, a three (3) day paid leave will be granted provided the employee submits appropriate documentation (e.g. death certificate or obituary). For the purpose of this section, immediate family shall mean: spouse, (step) father (in-law), (step) mother (in-law), (step) son or (step) daughter, (step) brother or (step) sister, grandparents and legal guardian(s). If the death of the immediate family member requires international travel to attend the funeral of the family member two additional days off will be allowed. The additional two days will be unpaid.

13.2.1 A one (1) day paid leave provided the employee submits appropriate documentation (e.g. Death certificate or obituary) will be granted for the employee to attend the funeral and/or other related services for other blood relatives.

13.3 Jury and Witness Duty Pay. An employee who has completed one (1) year of continuous service and who fails to work his or her regular scheduled hours because of jury duty shall receive eight (8) hours of pay at their regular basic straight time rate, less any jury fees that they receive. The employee must give at least forty eight (48) hours' notice to be eligible for Jury Duty Pay. Payment is limited to a maximum of five (5) days in any week and ten (10) days in any calendar year.

13.4 Sick Leave. Regular full time employees will accrue one-half day (4 hours) of paid sick leave for each calendar month worked after the sixty (60) day probationary period, up to a maximum of one hundred (100) hours. Employees must have worked at least one half (1/2) of the calendar month in order to earn sick leave for that month. Unused sick leave may only be used in the event of personal illness except where other use is permitted by law. Sick leave is not to be taken as "days off". The after effects from the use of illegal drugs and/or alcohol are not to be considered as "sick". The Company reserves the right to require written certification as to the bona fide nature of an illness or injury from an attending physician and/or a release from physician to return to work. The determination of the validity of "sick" lies with site management.

13.4.1 Any employee sick either the work day prior to and/or following a designated Holiday will not be paid for that Holiday unless the sickness is verified.

13.4.2 Unused sick hours will not be paid upon employee separation of service.

13.4.3 Leave of absence. The Company will allow employees to take a leave of absence as the requirements of service permit, with no penalty to their seniority.

"Leave of absence." The Company will allow employees to take a leave of absence as requirements of service permit, with no penalty to their seniority". The Company may allow an employee to take an unpaid leave of absence of up to six weeks with no loss of seniority. The decision to grant leave is at the sole discretion of the company and must be documented in writing. The employee will not accrue any benefits during the leave and is responsible for 100% of all medical, dental and vision insurance premiums".

Article 14
Wages

- 14.1 The Company has the exclusive right to assign work covered by this Agreement.
- 14.2 Employees who are so assigned shall be paid the prevailing wage rate of the locality to which they are assigned. The prevailing wage shall be the comparable wage paid for the same work by a similar company under contract with the Communications Workers of America in the assigned locality.
- 14.3 In the event there is no similar company under contract with the Union, then the parties shall agree upon the applicable wage rate before employees are assigned.
- 14.4 Minimum start rates and base wage increases are listed in Appendix A of this Agreement.
- 14.5 All other conditions and provisions of this Agreement shall apply to those employees who have such assignments.
- 14.6 Employees are responsible for submitting their hours worked to the Project Manager by 8:00am on the Monday immediately following the week the hours are worked. Failure to meet this deadline will result in the hours being included in the next payroll cycle.
- 14.6.1 All employees who have completed one year of service will receive an Annual performance evaluation within the first four (4) months of each calendar year.
- 14.7 Job Posting. Job posting opportunities will provide an opportunity for employees to receive active consideration in regard to advancing their personal career goals with Teknon. The purpose is to encourage employees toward increasingly excellent performance as a key to career longevity and growing opportunities.
- 14.7.1 All vacancies for Teknon job opportunities will be posted in areas commonly used employees for three (3) days. Employees may request to be considered for a posted job opening in writing on forms provided by Teknon. Additionally, employees may notify, in writing, Teknon District Manager of their interest in applying for the posted job.
- 14.7.2 All qualified employees (as determined by Teknon management) will be interviewed and all responding employees will be notified of the hiring decision Results by the District Manager. Teknon specifically retains the right to advertise these same openings to the general public and/or targeted labor markets. In the selection of an individual for a particular opening, the Company will adhere to the principal that seniority will govern if all other qualifications of the individuals considered are determined to be substantially equal. But in no case will a person off the street be hired over a qualified employee on the payroll or that has been laid off. In this context, entry level openings require minimal or no experience.
- 14.8 Employees working on Prevailing wage jobs will be paid the prevailing wage pay or their existing wage whichever is greater. The Company agrees to post prevailing wages for each prevailing wage job on the CWA Bulletin board at the office.

Article 15
Holidays

15.1 **Authorized Holidays.** Nine (9) general holidays shall be as follows:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	2 Floating Holiday

15.2 **Holidays falling on Sunday.** When an authorized holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday.

15.3 **Holidays falling on Saturday.** For employees not normally subject to Saturday scheduling, if the holiday falls on Saturday, the preceding Friday or the following Monday will be observed at the discretion of the Company.

15.4 **Holidays that fall within an employee's vacation.** When an authorized holiday falls within an employee's vacation period, either an additional day's pay at the regular straight time rate will be paid in lieu of vacation or an additional day of vacation shall be provided.

15.5 **Floating Holidays.** Floating holidays are two (2) days that can be taken at any time during the calendar year, at the site manager's discretion. Floating Holidays are earned on a calendar year basis. Floating holidays that are not taken within the calendar year that they are accrued cannot be carried over to the next year and are "lost". Probationary employees cannot take a floating holiday until they have completed their sixty (60) day probationary period following their date of hire.

15.5.1 Those employees hired after August 1st shall accrue only one (1) floating holiday for that calendar year. Anyone hired after November 1st will not accrue a floating holiday until the following year.

15.5.2 Only full time employees are eligible for floating holidays.

Article 16
Premium Payments

16.1 **Holiday Pay.** The Holiday's enumerated in Article 15 when not worked by an employee shall be paid as hereinafter provided.

a. Employees scheduled to work on a Holiday listed in Article 15 who either fails to report for such work and who do not supply an excuse satisfactory to the Company shall receive no Holiday pay under the provisions of this Article.

b. Employees eligible for Holiday pay under the provisions of this Article shall receive eight (8) hours pay for the base hourly rate they received immediately prior to such Holiday. In addition to this payment, employees who work on such Holiday shall receive an additional one and one-half (1 1/2) times such hourly pay for all time actually worked.

c. In a calendar week with a Holiday, all hours worked in excess of thirty two (32) hours shall be paid for at the rate of one and one half (1 ½) times their regular hourly rate.

d. To be eligible for Holiday Pay, the employee must either work or be excused by the Company the last scheduled day before and the first scheduled day after the Holiday.

16.2 Overtime. Time worked in excess of 8 hours per day (10 hours for those designated to work a 4 hour day, 10 hours per day shift) and/or forty hours per week shall be paid at the rate of time and one half (1 1/2) times the employees regular hourly rate.

16.2.1 Nothing in this article shall require or permit the payment of overtime on overtime.

16.3 Call in Pay. Employees who are called into work at times outside of their Regular shift or work schedule shall be guaranteed at least four (4) Hours work or to be paid a minimum of four (4) hours pay at their regular rate of pay together with any overtime pay where such employees are entitled to such overtime. Employee will be entitled to overtime pay if the call in results in their working more than 8 hours in a day or working any hours on their regularly scheduled day off. If an employee requests to work less than four hours, they will only be paid for time actually worked.

16.4 Report Pay. An employee who reports for work at the regular starting time of their shift and has not been advised by the Company prior to reporting that they should not report, shall be guaranteed at least four (4) hours of work or paid a minimum of four (4) hours pay at their regular rate of pay together with any overtime or premium pay.

16.5 Differential premium. An employee scheduled to work outside of their regularly scheduled work (between 5am and 6pm) Will be paid an additional ten percent (10%) per hour for hours worked. An employee regularly scheduled for night work will be paid a premium of an additional ten percent (10%) of their hourly wage per every hour worked if schedule for work between 6pm and 5am. The differential pay will not be used as base pay when calculating overtime wage rate.

16.6 Sunday Premium. Employees who are scheduled to work on Sunday shall be paid one and a half times (1 ½) the employees regular hourly rate for all hours worked unless the employee voluntarily agrees to work the Sunday at straight time rates.

Article 17 Vacations

17.1. Vacation Eligibility. Employees who have completed one (1) year or more of Net credited service shall be granted a vacation with pay during each calendar year as Follows:

Two (2) weeks' vacation to employees who have completed one (1) or more
Years of net credited service

Three (3) weeks of vacation to employees who have completed five (5) years of net credited
service

Four (4) weeks of vacation to employees who have completed fifteen (15) years of net credited
service

Five (5) weeks of vacation to employees who have completed twenty-five (25) or more years of

service

17.2 Earned vacation, but not accrued vacation, will be paid upon termination of employment. Earned vacation is vacation time which the employee is currently eligible to take. Accrued vacation is vacation time which the employee would be eligible to take at their next vacation anniversary date.

17.3 Vacation assignments. Seniority in the location as of January 1st will determine the employee's selection of vacation.

17.4 Employees will be allowed to carry over their scheduled vacation to the next year at management discretion.

Article 18

Travel time, Conditions and Expenses

18.1. Travel Time and Conditions

18.1.1 The Company will designate the place at which employees will report to work.

18.1.2 Time during the scheduled or assigned hours of an employee which is spent at the direction of the Company in travelling from one job assignment to another or from one town to another shall be considered as time worked.

18.1.3 Time spent by an employee at the direction of the Company in traveling before or after the hours of his or her schedule or assigned tour shall be considered as time worked.

18.1.4 When an employee is transferred at the direction of the Company from the home location to another location for a temporary period, time spent to and from the home location to the temporary location shall be considered time worked.

18.1.5 Travel time shall be paid for at the employees' regular straight time rate.

Expenses

18.2.1 When an employee is directed by the Company to use his or her own vehicle for Company business, the maximum applicable federal allowance per mile shall be paid. Parking and toll fees shall also be paid. This Section is not construed to cover parking, commuting and/or moving violations. The Company agrees that when an employee is required to transport Company owned equipment, tools, and/or materials in his or her personal vehicle based on a request by the assigned project manager that constitutes use for Company business.

18.2.2 When an employee is temporarily transferred at the direction of the Company to an assignment which requires the employee to begin or end their work day at a location eighty (80) or more road miles from the district office. The employee may elect to secure lodging at or near the location of the temporary assignment and shall be fully reimbursed for all reasonable expenses incurred for such lodging.

18.2.3 The daily Per Diem Rate shall be the applicable rate as allowed by the IRS using the Regular federal per diem rate method in effect at the time of travel. The rates are published by the General Services Administration (GSA) and are included on the IRS website at <http://www.irs.gov>

18.2.4 For work assignments away from home where cooking and cleaning facilities and/or an apartment has been provided by the Company, the daily per diem rate shall be fifty percent (50%) of the daily per diem rate. The first five (5) days will be at one hundred percent (100%) of the daily per diem rate.

18.2.5 The employee may choose between 18.2.3 and 18.2.4; however at least two employees must choose 18.2.4 for a given per diem week.

18.3 Payment Schedule

18.3.1 Individuals will be paid the 100% per diem for each overnight assignment and 50% per diem for the return day.

18.3.2 Individual will be paid an advance per diem up to a maximum of one week.

18.3.3 When an employee is required to report to a temporary assignment pursuant to section 18.2.2, the Company will pay for the actual cost of the employee's transportation between the employee's home and the actual job site at the start and at the completion of the assignment.

18.4. Parking. Whenever parking fee reimbursements can be included in the bid, they will be paid to employees in full until the parking fee portion of the bid amount is expended. It is the employees' responsibility to obtain approval for any reimbursement prior to paying for parking. The employer and the employee will work together to minimize parking expenses. This will include carpooling options and public transportation. In the event the only option is to pay for site parking the employer will reimburse the employee fifty percent (50%) of the lowest available parking within 1/2 mile of the job site. This reimbursement must be pre-approved by the company. The employee must turn in original parking receipts in order to be reimbursed.

Article 19
Seniority
Seniority, Layoff and Recall to Work

19.1 Seniority

19.1.1 Probation. It is understood that a new employee shall be considered on probation for a period of their first sixty (60) days of employment, during which time the Company shall have the right to retain the employee at its sole discretion. After this first sixty (60) day period, the employee shall be placed on the regular seniority list and his/her seniority shall date from the employee's date of hire.

19.1.2 Seniority is defined as the employee's length of continuous service with The Company from date of hire or rehire following a break in continuous service (net credited service)

19.2 Seniority shall be broken by:

- Discharge for just cause
- A layoff for a period in excess of three (3) months
- A failure to return to work within five (5) days of a notice of recall
- Retirement of the employee
- A medically certified inability to perform his or her work

19.2.1 Absences under the terms and conditions outlined in Articles 12 and 13 shall not be considered as time lost for the purpose of determining seniority.

19.3 Bridging. An employee who is laid off and recalled within one hundred and twenty (120) Days or less shall not lose any net credited service. An employee who is recalled one hundred and twenty one (121) days or more following layoff shall have his or her seniority bridged for all purposes after completing six (6) months of employment with the Company

19.4 Layoff. When, because of a reduction of force or change in Company Operations, it becomes necessary to reduce the workforce at any work location such layoffs shall be made as follows workers should be laid off first All temporary workers shall be laid off first Employees who have not completed their sixty (60) day probationary period should be laid off next If further reductions in force are necessary, where other considerations are equal, It shall be inverse order of seniority within their current classification When employees are laid off for a period of 5 days or more they can elect to have their accrued vacation paid out.

19.5 Notice of layoff the Union and the affected employees shall be given notice, as soon as is practicable, of the need to reduce the workforce. Notice will be sent via email to the CWA Union President and/or Executive Vice President.

19.5.1 The list of those employees selected for an extended layoff of greater than thirty (30) days shall reviewed with the Union prior to the employer announcing its decision to the workforce to allow the Union the opportunity to discuss concerns and/or alternatives

19.5.2 The Union's request to discuss concerns and/or alternatives must be communicated to the Company within forty-eight (48) hours

19.6 Recall. In recalling former regular employees previously laid off, where other considerations are equal, the Company will offer re-employment by seniority in the classification(s) being recalled. If employee is recalled at the same classification within 120 days of layoff, the employee will be reinstated at the same pay rate they earned just prior to the time they were laid off.

19.6.1 The list of those employees selected for recall shall be reviewed with the Union prior to the employer notifying the workforce to allow the Union the opportunity to discuss concerns and/or other issues associated with those who will be recalled.

19.6.2 The Union's request to discuss concerns and/or alternatives must be communicated to the Company within forty-eight (48) hours.

19.7 Recall Notice. The Company shall notify the senior employees, by former classification, by former classification, by telephone, and by written notice sent by certified mail. It is understood that those employees laid off by the Company have the responsibility to notify the Company, in writing, of the telephone number and/or address where they can be reached or if their address and/or phone number are changed.

19.7.1 Failure to respond to a recall offer within five (5) days of delivery or attempted delivery of certified mail shall result in the former employee's status being changed from "layoff" to "quit".

Article 20 Training

20.1 If the Company requests any employee to participate in training, the costs of such training shall be borne by the Company and the time spent by the employee selected for such training shall be considered as time worked. Training will be at the discretion of Teknon and in accordance with State and federal laws.

20.1.1 Training is voluntary. Training costs will be clearly identified prior to training. If the employee, who receives training, leaves the company on their own accord within one (1) year of completing the training; the employee shall reimburse the company for the cost of the training.

20.2 The Union may assist the Company in training bargaining unit employees While CWA local 7803 will not be financing any training programs associated with the telecommunications industry, the Union does strongly encourage all of the bargaining unit members to participate in any available training throughout the life of this Agreement. Such training will not require participation during non-work hours. The Local Union President will be notified regarding training that will be offered by the Company.

20.3 all training will be offered by seniority whenever possible.

20.3(a) Training Committee. A training committee will be created to discuss and help identify training needs and opportunities for employees' advancement. The committee will be made up of two (2)

employees designated from the union and two (2) supervisors designated by the company who will meet on a quarterly basis.

20.4 All CWA members without an ELO6 Journey Technicians License will obtain and maintain ELO6 training card.

Article 21 Health and Safety

21.1 The company agrees to abide by and maintain standards of sanitation, safety and health, which comply with all applicable Federal, State, County and city Laws and regulations.

21.2 The company agrees that protective devices to safeguard the health and safety of employees and protect employees from injury will be provided at no cost to the employee. Replacement of health and safety equipment, outside of normal wear and tear, will be incurred by the employee.

21.3 No employee shall be required to work in an area that may be hazardous to his/her health or safety. When an employee encounters a hazardous condition He/she shall contact their supervisor for further instruction.

21.4 Joint Safety Committee will be established consisting of two (2) management and (2) union employees. The committee will follow WISHA guidelines for Joint Safety Committees. The meetings will occur once per quarter and not last longer than one hour.

Article 22 The Teknon 401(k) Salary Deferral Plan

22.1 The Company has agreed to provide its employee's access to a Salary Deferral Program established under Section 401(k) of the Internal Revenue Code.

22.2 It is understood that the operation and administration of this program will be under the terms and conditions established by the employer and/or their Agent and that employees will be eligible to defer a portion of their wages on a pre tax basis for allocation to the accounts established by the employer for that purpose.

22.3 It is further understood that the operation and/or administration of this Plan are not subject to the grievance and arbitration procedures established under this Collective Bargaining Agreement.

22.4 TIS LLC currently matches employee contributions on a 50% basis up to 4% of the employee's salary. The match is at Teknon's discretion; however the match will never be less than 5% of the employee's contribution.

Article 23
Group Insurance

23.1 The company agrees to continue to provide the existing Group Insurance Plan, or its equivalent, for the effective period of this Agreement.

23.2 All regular full time employees shall be eligible to participate in the Company sponsored Group Insurance Plan after completion of sixty (60) days net credited service.

23.3 If, during the term of this Agreement, the Company proposes to amend or change the Plan, the Union and the employees will be notified of such changes at least sixty (60) days in advance of such changes when possible.

Article 24
Amendments

24.1 Any provisions of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement.

24.2 This represents the complete Agreement of the parties. Any amendment or alteration shall be in writing and signed by both parties.

Article 25
Miscellaneous

25.1 During the term of this Agreement; no collective bargaining shall be had on any issue which has been disposed of during the course of the collective bargaining which resulted in the consummation of this Agreement, or upon any matter not expressly set forth in this Agreement. Nothing herein shall preclude the parties by mutual agreement from discussing problems which may arise under the Agreement.

25.2 Except as herein clearly and explicitly limited in the express terms of this Agreement, the right of the Company in all respects to manage its business shall be unimpaired.

ARTICLE 26
Duration of Agreement

26.1 This Agreement shall become effective on ratification and shall remain full force and effect through March 31, 2025 and shall be considered self-renewing for yearly periods thereafter, unless notice in writing is given by either party at least sixty (60) days prior to the expiration date that the party giving notice desires to change, modify or cancel (it being understood and agreed that a notice to change or modify shall not be construed as a notice of cancellation).

26.2 It is further agreed and understood that in the event of any such change or modification of this Agreement, such change or modification shall be reduced to writing and signed by the parties.

26.3 In the event notice in writing to change or modify this Agreement has been given by either party, and the parties are not able to reach agreement, then either party may cancel the change or modification within ten (10) days by submitting a written notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this 16th day of September 2022.

Teknon Infrastructure Services LLC

Communications Workers of
America, AFL, CIO, CLC

By



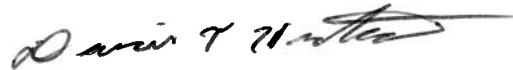
Date

9-16-2022

Title

CFO

By



Date

9-22-22

Title

President

Appendix A
Job Classifications, Minimum Start Rates and Annual Hourly Base Wage Rate Increases
Minimum Start Rates:

<u>Title</u>	<u>Minimum Hourly Rate</u>
Installer 1	\$15.50
Installer 2	\$16.50
Technician 1	\$18.50
Technician 1/Project Supervisor	\$19.50
Technician 2 mandatory valid 06 license	\$29.00
Technician 2/ Project Supervisor mandatory valid 06 license	\$30.00
Technician 3	\$21.50
Technician 3/Project Supervisor	\$22.50

Cost of Living Increase by Year

All regular full time employees will receive automatic wage adjustment on their Employee anniversary date commencing with contract ratification in each of the Four years of the contract in the following amounts:

<u>Title</u>	<u>1st year, 2nd year, 3rd year</u>		
Installer 1	4%	3%	2%
Installer 2	4%	3%	2%
Technician 1	4%	3%	2%
Technician 1/Project Supervisor	4%	3%	2%
Technician 2 mandatory 06 license	4%	3%	2%
Technician 2/ Project Supervisor mandatory 06 license	4%	3%	2%
Technician 3	4%	3%	2%
Technician 3/Project Supervisor	4%	3%	2%

Appendix B

Memorandums of Agreement between
Teknon Infrastructure Services LLC
And
Communications Workers of America, AFL-CIO, CLC

Teknon Drug and Alcohol Policy

Section 1 The Company has an obligation to provide an environment that is free of drugs and alcohol or any mind altering substance. Substance abuse compromises employee productivity, threatens the quality of our product and invites the risk of damage or harm to company property and/or employees. The following are strictly prohibited on the job and/or on Company premises:

- a. Possessing, consuming, selling, attempting to sell, distributing, being under the influence or having a blood alcohol (or urine equivalent) level of .06 or above.
- b. Possessing, using, being under the influence of having a forensically detectable level of (i.e.: testing positive), selling, attempting to sell, purchasing, distributing, manufacturing, dispensing a controlled substance and/or drug is strictly prohibited. However, possessing and/or using a prescription medication are permitted under the following conditions:
 - (1) in strict accordance with the physicians direction;
 - (2) when appropriate supervisors have been notified,
 - (3) When such use will not affect the employee's ability to safely and efficiently perform his/her job.
- c. Refusing to submit to testing and/or rehabilitation programs as outlined in this Policy, and:
 - (1) Being convicted of a criminal drug violation occurring in the work place, or during the extent of any court or ordered parole or probation.
 - (2) Being convicted of a criminal drug violation occurring outside the work place where the circumstances of the offense reflect a risk or harm in the work place or otherwise render the employee unfit or unavailable for duty.
 - (3) Failing to comply with or complete a recovery program when referred by the Company as part of, or in lieu of, disciplinary action. Or, when referred by judicial or alternative means.

Section 2 For purposes of this Section, an employee is considered on the job or on "Company premises" whenever an employee is:

1. On Company property, including parking lots, at any time;
2. On Company time, even if off Company premises, including paid lunch and rest periods;
3. On the property and/or in the facilities of customers, clients and/or vendors of the Company;
4. Driving or riding as a passenger in a Company vehicle or private conveyance for which The Company reimburses expenses; or
5. At a job site.

For purposes of this Section, "possession" includes" substances physically held by a person and stored or deposited in areas the employee controls

Section 3 The Company will require drug and/or alcohol testing at Company expense after an offer of employment, but before the applicant commences employment.

Section 4 The Company will require regular employees to submit for drug and/or alcohol testing, on Company paid time and at Company expense, under the following conditions:

1. On a random basis, unit wide
2. When a reasonable suspicion exists that an employee is under the influence of any controlled substance - drug or alcohol - while on the job, or is otherwise in violation of this Section. Reasonable suspicion means a suspicion based on information regarding the appearance, behavior, speech, attitude, mood, and/or breathe odor of the employee. Supervisors must have attend a drug and alcohol awareness program
3. When an employee is in possession of any controlled substance, drug or alcohol, in violation of this Section, or when such items are found in an area controlled or used by the employee, such as the employee's locker or lunch box
4. When an accident, near miss or incident occurs where no unsafe equipment has been found to be the cause, but in which safety precautions are/were violated or careless acts are performed and a reasonable suspicion exists that an employee is under the influence of a controlled substance, drug or alcohol;
5. After an employee has participated in a rehabilitation program;
6. When required by state or federal law or regulation. Any testing conducted herein will involve an initial testing phase. If that test result is positive, the positive result will be confirmed using a different testing methodology. The test results will be confidential.
7. If an employee has been tested for marijuana on a random drug test and tests positive, he/she shall be disciplined which may include termination.


Section 5 Lockers, storage areas, work areas, file cabinets, desks and Company vehicles are Company property and must be maintained according to Company policy. The Company reserves the right, at times, and without prior notice, to inspect any and all employee property on Company property for the purpose of determining if this Section or any other Company policy has been violated. Such inspections may be conducted during or after business hours and in the presence or absence of an employee. All vehicles and containers brought onto Company property are subject to Company inspection at any time a Company representative has reasonable suspicion that this Section and/or Company policy has been violated and such inspection is reasonably necessary in the investigation of such violations. Refusal to consent to a search or inspection when requested by the Company constitutes insubordination and the Company may take disciplinary action, up to and including termination.

Section 6 The Company encourages employees with drug and/or alcohol abuse problems to seek needed counseling and treatment. The Company will comply with applicable state or federal law regarding providing employees with paid (unused earned sick time, unused vacation and unused floating holidays) and unpaid time off for the purpose of obtaining rehabilitation. This does not mean that the seeking of assistance and/or rehabilitation for substance and/or alcohol abuse in and of itself protect an employee from disciplinary action for violating this Section of the Agreement and/or Company policy(s). Requesting assistance or rehabilitation will not relieve the employee of his/her responsibility to meet the


Company's job performance, safety and attendance standards and to comply with all Company policies. Satisfactory participation in and completion of a rehabilitation program, including periodic drug testing, may be a condition of continued employment.

Section 7 Nothing contained in this policy will preclude any employee and/or employee representative from utilizing contractual Union representation, grievance and arbitration procedures to challenge any action taken by the Company under this policy

Teknon Infrastructure Services LLC

By 
Date 9-16-2022
Title CFO

Communications Workers of America, AFL, CIO, CLC

By 
Date 9-22-2022
Title Pres. dent cwa 7803

Appendix C
Memorandum of Agreement between
Teknon Infrastructure Services LLC
And
Communications Workers of America
Family and Medical Leave Policy

Section 1 Request for Leave and Medical Certification

An employee ordinarily must provide thirty (30) days advance written notice (when the leave is foreseeable) based on an expected birth, placement for adoption or foster care or planned medical treatment for a serious health condition of the employee or of a family member.

An employee must request leave when the employee or employee's immediate family member(s) serious health condition will require the employee to be absent from work in excess of three (3) workdays. When an unplanned medical problem or medical emergency occurs that does not allow the employee to provide advance notice, the employee must notify the Company of the situation promptly within three (3) working days of the absence. An employee who is absent more than three (3) working days without notice to the Company of the reason will face disciplinary action, up to and including discharge.

It is the employee's responsibility to provide the Company's Human Resources Redmond, Washington office with the following information, in writing via mail or fax machine, as soon as he/she becomes aware of the need for family or medical leave. The employee may provide initial notification of the need for a family or medical leave. The employee may provide the initial notification of the need for leave to Human Resources by telephone, but that verbal notice must be followed by a written request from the employee as follows:

1. The reason the leave is being requested;
 - a. The anticipated date the requested family or medical leave of absence will begin and end. For employees who are off work in excess of three (3) consecutive workdays unexpectedly, due to the serious health condition of either the employee or the employee's immediate family member, the date on which the leave would begin would be the first day the employee was off work due to the serious health condition; and,
2. Employees requesting a family or medical leave due to a serious health condition of either the employee or the employee's immediate family member must furnish written certification to the Company from a health care provider containing the information listed below. An optional form entitled "Certification of Physician or Practitioner," may be obtained at any Company District Office or the Redmond, Washington office for employees use in obtaining the required medical certification information below:
 - (1) The date of the serious health condition (not applicable to employees working in California);
 - (2) Diagnosis of the serious health condition (not applicable to employees working in California);
 - (3) A brief statement of the regimen of treatment prescribed for the condition by the health care provider (including estimated number of visits, nature, frequency and duration of Treatment including treatment by another provider of health services on referral by or order of the

health care provider);

(4) Indication of whether inpatient hospitalization is required;

(5) If medical leave is requested because of the employee's own serious health condition, the certification must also include a statement that the employee is either unable to perform Work of any kind or, that the employee, is unable to perform the essential functions of the Employee's position;

(6) If a family leave is requested by the employee to care for a seriously ill family member, the Certification must include:

- a. a statement that the patient requires assistance for basic medical, hygiene, nutritional needs, safety or transportation, or that the employee's presence would be beneficial or desirable for the care of the family member, which may include psychological comfort.
- b. An indication by the employee of the type of care that he/she will provide and an estimate of the time period required. The optional form can be used to provide this information and must be signed by the employee where indicated on the form.

(7) It is also the employee's responsibility to provide the Company's Human Resources office in Redmond, Washington with the following written information:

- a. periodic updates, at least every thirty (30) days, concerning the employee's status and expected date of return, verified by a physician's statement; and,
- b. Immediate notification, verified by a physician's statement, regarding the need to change the duration of the leave.

Section 2 Accrual of Benefits

Employees will not accrue sick leave, holiday or vacation benefits, or seniority while on family or medical leave. An employee returning from a family or medical leave which exceeded ninety (90) days will have his or her vacation anniversary date adjusted by the number of days missed while on family or medical leave.

Section 3 Coordination of Benefits

All family and medical leaves will be coordinated with the employee's applicable benefits in order to minimize the impact of the family or medical leave of absence for both the employee and the Company. Earned Sick Leave, vacation and floating holiday benefits will be paid during a family or medical leave, but such pay shall be coordinated with any state disability or other wage replacement benefits for which the employee may be eligible.

1. Employees who are enrolled in the Teknon group health and life insurance plans may be eligible for continuation of group health and life insurance coverage based on the following:

(1) "Eligible" Employees coverage's maintained as if the employee were working. An eligible employee's coverage under the Company's group health and life plans will be maintained during the family and medical leave. The cost will be shared by the employee and Company in the same manner as if the employee had been working. An "eligible" employee is one who:

- (a) Has been employed by the Company for at least twelve (12) months;
- (b) Has been employed for at least 1250 hours of service during the twelve (12) month period immediately preceding commencement of the leave;
- (c) Is employed at a work site where 50 or more employees are employed by the Company within

seventy five (75) miles of that work site.

(2) If these conditions are met, the group health and life plan coverage's will be maintained under the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period. Therefore, any share of the health and life plan premiums which had been paid by the employee prior to the family or medical leave must continue to be paid by the employee during the leave, with the exception that under no circumstances will the employee's health or life plan coverage's be discontinued during the calendar month in which the leave begins, premiums must be paid by the employee as follows:

(a) If the family or medical leave is substituted for paid vacation, sick leave or holiday pay, the employee's share of the premium(s) will be paid by the method normally used (payroll deduction).

(b) During any period in which the family or medical leave is unpaid, the employee's share of the premium must be paid according to one of the following payment arrangements.

- i. payment amount normally deducted each payroll period would be due at the same time as it would be made by payroll deduction;
- ii. payment may be made monthly for the current calendar month and such payment would be due no later than the fifth (5th) day of that month; or
- iii. Another payment schedule voluntarily agreed to by the employee and the Director of the Company's Human Resources office.

(c) If the employee does not notify the company's Director of Human Resources by phone or in writing as to which payment schedule has been selected, that payment will be due at the same time as it would be made if by payroll deduction.

2. Employees who are not "Eligible" employees; coverages end but the employee is COBRA eligible.

(1) Employees who are covered under the Teknon group health and life plans but who are not "eligible" (as defined in Section 3. a. of this Memorandum and whose leave extends beyond the end of the calendar month in which the leave began, will have health and life coverage for self and any covered dependents terminated as of the end of the month in which the leave began. Such employees will be eligible, however, to continue their health insurance coverage, at their own expense, for up to eighteen (18) months under the Company's COBRA plan. The company's plan administrators, TEKNON HR Department, will send insured information regarding this option for continued coverage. If the employee elects to continue coverage and makes timely payments for it, the coverage will be retroactive to the date coverage would have otherwise ended. All administration of COBRA coverage will be handled by TEKNON HR Department and any questions may be directed to them at 425-895-8535.

(2) Employees on a family or medical leave of absence who were covered under the Company's group health and life plans when the family or medical leave began, but who are not "eligible" (as defined in Section 3. a.) are eligible to continue life insurance coverage, at their own expense, under an individual life insurance plan. Individuals interested in continuing coverage under an individual life insurance plan may contact the Company's Human Resources office in Redmond, Washington for more information. The rates and benefits of a conversion life plan will differ from the group life plan.

If an employee on a medical leave of absence elects to terminate health and life plan coverage or, if coverage is discontinued voluntarily due to non-payment of the premium by the employee, re-

enrollment will only be permitted if the insurance company,, upon review of the employee's and/or dependent(s) medical history, will certify insurability. The employee must contact either their District, or Redmond, Washington office for further information and the necessary forms.

Section 4 Returning from Family or Medical Leave

1. Fitness for Duty Certification

Employees returning to work after any medical leave due to the employee's own serious health condition must provide a fitness for duty certificate with regard to the health condition that caused the need for leave. The health provider's fitness for duty certification must include the following:

- (1) the date the employee may return to work;
- (2) verification that the employee can safely perform his/her duties; and,
- (3) A statement of any applicable physical restrictions.

2. The Company will attempt to reasonably accommodate employees who are ready to return for partial or modified duty.

3. Reinstatement may be denied until the employee provides the required fitness for duty certification.

Section 5 Job reinstatement

1. Upon return from a family or medical leave, an employee is entitled to be returned to the same position the employee held when the leave began, or to an "equivalent" position with equivalent benefits, pay and other terms and conditions of employment. The same or "equivalent" group health and life insurance benefits will be restored upon return to work only if the employee is "eligible" as defined in section 3.a of this memorandum. The employee has no greater right to reinstate or to other benefits and conditions of employment than if the employee has been continuously working for the Company during the leave period. Reinstatement may also be denied to certain "key" employees.

2. An employee who does not accept the position offered by the Company will be considered to have voluntarily terminated employment effective the day such refusal is made.

3. If an employee, for any reason, fails to return to work promptly upon the expiration of an approved medical leave of absence and who has not obtained an extension from his/her site manager prior to such expiration date, the employee will be considered to have voluntarily terminated employment with the company.

Section 6 Coordination with State Laws

The Company's family and medical leave policy does not supersede any federal, state or local laws providing greater family and medical leave rights. Pregnancy- related disabilities will be treated the same as any other serious health condition except in states requiring greater leave benefits.

Teknon Infrastructure Services LLC

By



Date

9-16-2022

Title

CFO

Communications Workers of
America, AFL, CIO, CLC

By



Date

9-22-2022

Title

President CWA 7803

Appendix D
Memorandum of Agreement between
Teknon Infrastructure Services LLC
And
Communications Workers of America

"Teknon Tool Policy"

Section 1 Required Personal Tools
1. New Employee Tool List

1. Installer		2. Technician	
Required Tools	Example	Required Tools	Sample Part Number
8003 Tool Pouch	Klein 5127	Electrician's Snips	2100-7
8010 Diagonal Cutters	Klein D 245-5 or D	8" Crescent Wrench	
248-8		10" Crescent Wrench	
8020 Long-nose Pliers	Klein D 203-7 or D	Assortment Slotted Screwdrivers	35 173
301-7			35 178
8030 Phillips Screwdriver	Klein 603-4	Assortment Phillips Screwdriver	35 193
8040 Phillips Screwdriver	Klein 603-3		35 194
8050 Slotted Screwdriver	Klein 600-4	Punch Tool with 110/66 Blades	10055 000
8060 Slotted Screwdriver	Klein 601-3		10176 000
8070 Slotted Screwdriver	Klein 602-6	Sheet Rock Saw	
8080 Pocket Knife	Klein 1550-2	Hacksaw	35-260
Flashlight	Eveready Heavy Duty	Hammer	35-210
8090 Hammer	Klein 808-16	Diagonal Cutters	36-009
8086 Steel Tape Rule	Klein 922-12	Long-nose Pliers	35-036
Punch down Tool		Flashlight, Heavy Duty	
		Toner/Wand Set	701K
		Tool Pouch	35-533
		Cable Preparation Tool	45-777
		Coaxial Crimp Tool w/"F" &	
		BNC Connector Dies	33-302
		50 Foot Fish Tape	31-082
		Wire Map Tester	52254
		Volt-Ohm Meter	61-360
		Cordless Drill	
		Nut driver set	35-299
		3/8" and 1/2" Socket Set (Standard)	
		Paddle Bit Set (1/4" - 1")	
		Drill Bit Set (3/16" - 1/2")	
		Butt Set	30800 009

Section 2 The Company is not liable for employee personal tools that are lost or stolen, unless they are stolen during a regularly scheduled workday at the jobsite from a secured Teknon owned vehicle, secured personally owned vehicle used for Company purposes, Teknon office or job site office/trailer which has been properly secured and is accessible only by Teknon personnel. In addition, the Company is not liable for personal tools stolen from a Company or personal vehicle that are lost due to another employee borrowing them.

Section 3 The Company shall provide all necessary tools and equipment for the performance of their assigned duties other than those prescribed in Section 1.a. of this Memorandum. Any company provided tool or testing equipment which is broken while checked out by an employee must be reported to the site manager the day the tool and/or equipment breaks.

Section 4 The replacement cost of Company provided tools and/or test equipment which are lost, misplaced or stolen due to employee gross negligence or simply not returned to the Company upon request, shall be charged to the employee to whom such tools and/or test equipment were issued. If the replacement cost is twenty five (25.00) dollars or less, the replacement cost shall be deducted from the employee's pay. Replacement costs in excess of fifty (50.00) dollars shall be deducted from the employee's pay in equal increments not to exceed four (4) payroll periods. All amounts still due the Company at the end of the job, the discharge of the employee or the resignation of the employee, shall be deducted from the employee's final check.

Section 5 Any Company provided tool checked out by the employee must be returned to the office in clean, operable condition. Any employee checking out a tool with a cutting edge is responsible for seeing that the tool is sharp before leaving the work area.


Teknon Infrastructure Services LLC

Communications Workers of
America, AFL, CIO, CLC

By

Date

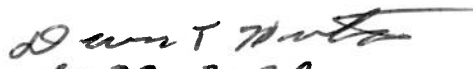
Title


9-16-2022
CFO

By

Date

Title


9-22-2022
Pres. dant CWA 7803

Appendix E

Memorandum of Agreement between
Teknon Infrastructure Services LLC
And
Communications Workers of America

Jurisdictional Disputes

In the event that any other Labor organization contests Teknon's access to work sites or the ability of Teknon's CWA represented work force to perform work at a job site covered by this agreement, CWA will assist Teknon to resolve this dispute.

CWA Local 7803 will first notify any challenging Labor organization of Teknon's status as a CWA represented employer and attempt to resolve the dispute. Should such informal efforts prove unsuccessful, CWA will on a case by case basis consult with Teknon on the feasibility of joining with Teknon in litigation to preserve Teknon's right to bid and perform work covered by this Agreement.

Also, CWA Local Union 7803 will support its member's right to perform work covered by this agreement, including the right to disregard pickets established solely in an effort to discourage Teknon's access to a job site. By this same token, Teknon recognizes the right of bargaining unit members to refuse cross pickets to perform work at a job site where a legally authorized strike is underway.

Teknon Infrastructure Services LLC

Communications Workers of
America, AFL, CIO, CLC

By



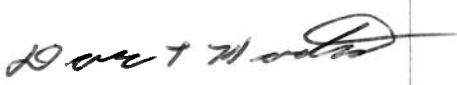
Date

9-16-2022

Title

CFO

By



Date

9-22-2022

Title

President CWA 7803

Appendix F
Application for Membership
Communications Workers of America, AFL-CIO, CLC

Name: _____ Social Security Number: _____
(Print Last, First, Middle Initial)

Mailing Address: _____

I hereby request and accept membership in the Communications Workers of America and when accepted by the Local Union, agree to be bound by the Constitution of the Union and the Amendments thereto and the Rules and Regulations now in effect or subsequently enacted by the Union and/or the Local Union to which I am assigned.

Signature _____ Date _____

Job Title _____ Hire Date _____

Work Location _____

Note: Union membership dues and agency fees are not deductible as charitable contributions for Federal Income tax purposes. Dues and Agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code. Union dues are currently set at an amount equal to two hours and fifteen minutes of a member's base hourly wage rate excluding overtime and other premium payments.