
AGREEMENT

between

Wired Technologies, INC.

and

LOCAL UNION ONE,

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS**

August 1, 2020

THRU

July 31, 2023

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AGREEMENT, entered into this **1st day of August 2020**, by and between, **WIRED TECHNOLOGIES, INC.** hereinafter referred to as the "**Employer**" and **LOCAL UNION NO. 1, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO**, hereinafter referred to as the "**Union.**"

ARTICLE I
EFFECTIVE DATE - AMENDMENTS - RECOGNITION - JURISDICTION

Period of Agreement

Section 1.01 This agreement shall take effect **August 28, 2020**, and shall remain in effect until **July 31, 2023**, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter from August 1 through July 31 of each year, unless changed or terminated in the way later provided herein.

Year 1 – Saturday, August 1, 2020- Saturday July 31, 2021

Year 2 – Sunday, August 1, 2021- Sunday July 31, 2022

Year 3 – Monday, August 1, 2022- Monday July 31, 2023

Scope of Work

Section 1.08 The work covered by this Agreement shall include the installation, testing, service and maintenance of the following systems which utilize the transmission and/or transference of voice, data, video signals for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms and low voltage master clock systems. These Systems include devices or components utilizing voltages up to 96 volts. (See below).

Employees working under terms of this Agreement may install components or devices integral to covered systems that plug-in to standard electrical outlets.

This Agreement specifically includes the following work:

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

1. Background-foreground music
2. Intercom and telephone interconnect systems
3. Telephone systems
4. Nurse call systems
5. Radio page systems
6. School intercom and sound systems
7. Low-voltage master clock systems
8. Multi-media / multiplex systems
9. Sound and musical entertainment systems
10. RF Systems
11. Antennas and Wave Guide
12. Voice Over Internet Protocol (VOIP)

B. TELEVISION AND VIDEO SYSTEMS

1. Television monitoring and surveillance systems
2. Video security systems
3. Video entertainment systems
4. Video educational systems
5. Microwave transmission systems
6. CATV and CCTV

C. DATA SYSTEMS

1. SCADA (Supervisory Control and Data Acquisition)
2. PCM (Pulse Code Modulation)
3. Inventory Control Systems
4. Digital Data Systems
5. Broadband and Baseband and Carriers
6. Point of Sale Systems
7. VSAT Data Systems
8. Data Communication Systems
9. RF and Remote Control Systems
10. Fiber Optic Data Systems

D. RACEWAY

1. Innerduct (Fabric or Plastic)
2. Ladder Rack and / or Cable Tray not to exceed 60 feet within the telecommunication closet or frame room.
3. Single-cell Surface Mounted Wiremold® or similar product installed exclusively for Voice, Data, Video/Security cable.
4. Employees working under this Agreement may install conduit, stub, sleeve, chase or nipple provided that the conduit does not exceed 10 feet in length or include an enclosure at either end.

Subsidiaries, Successors and Assigns

Section 1.09 This Agreement shall be binding upon the subsidiaries, successors and assigns of the parties hereto, and no provisions, terms or obligations contained herein shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership or management of either party hereto.

Assignment, Sublet or Transfer of Work

Section 1.10(a) The employer agrees that he will not sublet, assign, or transfer any work covered by this Agreement to any other person, firm, or corporation if such action will cause the loss of work opportunities to employees in the bargaining unit covered by this Agreement. The employer further agrees that he will not sublet, assign, or transfer any work covered by this Agreement to any other person, firm, or corporation not recognizing the IBEW and the terms of this Agreement. If such person, firm, or corporation which recognizes the IBEW and the terms of this Agreement is not available, the Union agrees to meet with the employer to try to work out a mutually agreeable solution.

Section 1.10(b) Contractors have the right to subcontract work to other contractors signatory to IBEW Agreements (the Inside and Communication Agreements. Article III, Section 3.01 specifies required notice to the Union to refer qualified applicants for employment. Contractors shall notify Local Union No. 1, IBEW, in writing, on a form prescribed and furnished by the Union, of the Scope of Work for projects subcontracted to other IBEW contractors to avoid misunderstandings concerning these issues.

Section 1.10(c) Composite crews of employees working under terms of both this Communication Agreement and the Inside Agreement may be assigned. The subcontracting requirements specified above shall not restrict a composite crew from working under common supervision; including when the Electricians and Communication Employees are provided by different Employers.

ARTICLE II **EMPLOYER AND UNION RIGHTS**

Section 2.01 No employee while in the employment of the employer shall contract for work covered under this Agreement.

Workers' Compensation

Section 2.02(a) For all Employees covered by this Agreement, the Employer shall carry Workers' Compensation insurance with an Employer authorized to do business in this state, social security and such other protective insurance as may be required by the laws of the state in which the work is performed. The Employer shall designate a management employee who is familiar with the appropriate workers compensation rules, laws, and procedures, and who shall interact with and assist injured bargaining unit employees as to processing claims. This individual shall facilitate access to owner or contractor-controlled workers' compensation insurance programs. This person shall be responsible to provide employees with information concerning their rights to seek first aid or medical treatment. The Employer shall make contributions to the State Unemployment Compensation Commission, regardless of number of Employees, and shall have a license to operate when and where necessary. When an Employee is injured on the job and instructed in writing by a physician to stay off the job, he shall receive a full day's pay for the day the injury occurred.

Section 2.02(b) The Joint Labor-Management Committee for Wired Technologies, Inc. is authorized to negotiate terms to provide a collectively bargained alternative to state-mandated Workers' Compensation Insurance.

Section 2.03 The Union reserves the right to discipline its members for violation of its laws, rules and regulations.

Section 2.04 This Agreement does not deny the right to the Union or its representatives to render assistance to other labor organizations by removal of its members when such other labor organizations are engaged in a legitimate dispute with the employer. If the Union or its proper representatives shall decide to remove the members of IBEW Local Union No. 1, from any job on which they are performing work for an employer who is a party to this Agreement, they shall first give such employer a written notice of their intentions to remove said members from said work and said notice shall set out the reason for such removal and the basis for any dispute which might exist between any Union and any employer engaged in the performance of work upon said job.

If some craft other than members of Local Union No. 1 shall establish a picket line at any locations where members of Local Union No. 1 are employed by "employer" parties of this Agreement, and if the Business Representative of Local Union No. 1 shall have had no prior notice of the intention of such other craft to establish said picket line, then the provisions herein requiring written notice shall not apply, but in all such cases, the Business Representative of Local Union No. 1 shall give the "employer" parties to this contract affected by such picket line notice as soon as practicable.

Section 2.05 When such removal takes place, the Union or its representatives shall direct the employees on such job to carefully put away all tools, materials, equipment or any other property of the Employer in a safe and secure manner, only if a safe and secure place is provided by the Employer.

ARTICLE III
WORKING CONDITIONS, HOURS AND OVERTIME

Section 3.01 During the life of this Agreement, no new employee will be hired by the **Employer** until after the Union has been given forty-eight (48) hours' notice to refer a qualified employee for said vacancy. Upon failure of the Union to refer such applicant, the **Employer** may hire such person as they may find available.

Section 3.02 Any employee reporting for work shall receive not less than two (2) hours with pay, at the prevailing rate according to Article III and IV of this Agreement, however, no employee shall report for work unless requested by the Employer.

Section 3.03(a) Forty (40) hours shall constitute a work week, Monday through Friday. Eight (8) hours shall constitute a work day between the hours of 6:00 a.m. and 4:30 p.m.

Employees shall be at their assigned work area on the project ready to begin work at their regularly assigned starting time and shall remain at work within the employee's assigned work area until their regularly assigned quitting time. Employer may stagger the starting time of employees or crews on jobs or projects. One-half hour shall be allowed for lunch between the hours of 10:30 a.m. and 1:00 p.m. All tools and equipment shall be put in a safe place starting ten minutes or more prior to the regularly assigned quitting time, at the discretion of the employer.

When cutovers of new telephone or specialty systems performed exclusively by employees under terms of this Agreement are necessary, with notice to the Union and with mutual consent of the affected employees; the normal work day (Monday through Friday) may start between the hours of 6:00 a.m. and 12:00 noon.

To accommodate a customer special request or requirement for service work, lasting not more than two (2) days, the normal work day may be worked between the hours of 6:00 a.m. and 6:00 p.m. Employees who refuse to work this special request shall not be laid off, provided other work is available.

(b) With five (5) working days' notice to the Union (or shorter notice by mutual agreement between employee, and Employer), the Employer may institute a work week consisting of four (4)-10 hour days, Monday through Thursday, provided the following conditions apply:

Friday may be utilized as a make-up day, and if utilized, a minimum of eight (8) hours shall be scheduled. If utilized, the makeup day shall be scheduled to create an opportunity for the entire IBEW workforce to achieve a forty (40)-hour work week. The rate of the pay (straight time or overtime) for the makeup day shall be the same for all non-supervisory personnel. If the makeup day falls on a holiday listed in this CBA, the employee shall be paid at double the straight time rate of pay.

1. During the four (4)-10 hour day work week, there shall be no staggered starting time.
2. Holidays listed in this CBA may not be utilized as a Make-up day, so that Forty (40) hours may be achieved.

Section 3.04(a) It is agreed that scheduled overtime is undesirable and not in the best interests of the industry or the employees. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime shall be kept at a minimum.

Section 3.04(b) When it is necessary to work overtime, preference shall be given to employees on the job before others shall be allowed to work, which said overtime shall be distributed as equally as is practical among the employees thereon unless said employees do not possess the necessary skills to perform said work. It is understood that special skill work will be performed by an available qualified Communication Journeyman.

Section 3.04(c) Employees assigned to a public works project bid under the published Annual Wage Order (AWO), part of a Missouri Prevailing Wage Determination for that project (or Federal Prevailing Wage Determination, may be paid at that existing wage and benefit rate (except that; the hourly rate for Health and Welfare shall be increased consistent with annual contract increases) for the duration of the work covered by that bid document and the AWO. Employers shall verify to Local One, IBEW the published AWO and the Prevailing Wage Determination in the project bid document. These conditions shall not apply to projects worked under the terms of any specialty agreement; provided that the contractor receives notice of the specialty agreement in the project specifications. (Example – A Project Labor Agreement).

Section 3.05(a) All work performed in excess of eight (8) hours in any one work day, over forty (40) hours in any work week and the first eight (8) hours of work on Saturday, shall be paid at the rate of one and one half (1.5) times the regular rate of pay. All hours worked in excess of eight (8) hours on Saturday, all hours worked on Sunday, all hours worked on holidays, and hours worked in excess of twelve (12) hours in any one work day, Monday through Friday, shall be paid at two (2) times the regular rate of pay. There must be a mutual agreement from employer and employee to work more than eight (8) hour in one day, unpaid, to take off another day early with pay.

Emergency Calls and Service Work

Section 3.05(b) All call-out service and maintenance work beginning between the hours of 10:00 p.m. and 7:00 a.m. Monday through Friday and all day Saturday shall be paid at two (2) times the regular rate of pay. A minimum of two (2) hours shall be paid for emergency call and service work. By mutual agreement, the early starting time of 6:00 a.m. may be utilized if the IBEW is the only trade on the project or to accommodate specific customer requirements.

It is expected that each qualified Communication Journeyman will participate in the rotation of call out emergency service when needed.

Section 3.06(a) When so elected by the employer, shifts lasting at least two days may be established. This is not intended to circumvent the overtime section of this Agreement. This section, (3.06(a)) will not be utilized for composite crew situations.

Section 3.06(b) When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Employees on the "day shift" shall receive eight (8) hours' pay at the regular hourly rate for eight (8) hours' work.

The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Employees on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus \$1.00 an hour for seven and one-half (7.5) hours' work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Employees on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus \$1.50 an hour for seven (7) hours' work.

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1.5x) the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight-time rate shall be the maximum compensation for any hour worked.

There shall be no requirement for a day shift when either the second or third shift is worked.

Section 3.06(c) Employees working shift will be selected from voluntary, qualified employees first.

Section 3.06(d) Standard shifts described by Section 3.06(b) may be modified at the discretion of the Employer as listed below, provided that the Union is notified in advance in writing. Employees shall be notified of applicable shift terms prior to assignment to that shift. Approved shift modifications include:

1. Second Shift Starting times may be scheduled between the hours of 3:30 p.m. and 5:30 p.m. at second shift rates.
2. Third Shift Starting times may be scheduled between the hours of 11:30 p.m. and 1:30 a.m. at third shift rates.
3. Employers may elect to schedule Third Shift Work Weeks, Sunday through Thursday, at third shift rates, provided that no employee is required to lose a day's pay due to transfer to or from a third shift assignment. When mid-week transfers are implemented by assigning the transferred individual to two shifts during a 24-hour period, the latter shift shall be compensated at double the straight-time rate of pay.

Overtime prior to midnight on Sunday shall be paid at double the straight-time rate of pay.

Section 3.07(a) On all jobs requiring three or more employees, one shall be designated as foreman and the employer shall make a Communication Journeyman the foreman on all projects.

Section 3.07(b) When more than one crew and foreman are required on any given project or job, one shall be designated as a General Foreman. He (General Foreman) shall be permitted to act as foreman over one of the crews. When third (3rd) crew and foreman are added, each of the three shall have its own Foreman, and the General Foreman shall direct only the other Foremen.

Nothing in this Agreement shall be construed as to restrict any General Foreman from unloading and distributing material that can be hand carried, or performing work with tools. Any additional General Foremen shall be left to the discretion of the Employer. If more than one General Foreman is appointed on a specific project, one shall be designated as the management representative responsible for the project. This provision is not intended to affect in any way the chain of command or management's right to assign different General Foremen with autonomous authority to multiple contracts on the same project or job site. The Employer shall name his own Foremen or General Foremen.

Section 3.07(c) The Employer or his representative shall issue orders to the Foremen and they to the employees. Should a General Foreman be employed, orders are to be issued to him and he will issue orders to the foremen who, in turn, will issue orders to the employees. Foremen or General Foremen, as the case may be, shall be responsible for the work performed by the employees under them.

Section 3.07(d) The duties of the Foremen are to represent management on the job, and they shall be responsible for the layout and prosecution of the job or project assigned them, and shall be responsible for the work and workmanship of the employees assigned to them. When not engaged in supervisory duties, they shall devote the rest of their time working with the tools along with the Journeymen, Apprentices, and Installers, at the discretion of the Employer or his representative.

Section 3.07(e) The duties of the General Foreman are to represent the interests of management on the job. They shall do such superintendence as the nature of the work requires, and shall direct and coordinate the efforts of the foremen on the job.

Section 3.07(f) On each job where a composite crew containing four (4) or more bargaining unit employees working under terms of different IBEW Agreements (Journeyman Wireman - Communication) is employed, a foreman shall be assigned. The Employer may select the foreman from any appropriate IBEW bargaining unit at the Employer's discretion. This subsection does not supersede the requirement for supervision specified by Section 3.07(a) above. Any member selected as a Composite Crew Foreman shall be paid at the Journeyman Wireman Foreman rate of pay.

Section 3.07(g) There shall be no requirement for a General Foreman as defined by Section 3.07(b) of this Agreement, to be assigned to a composite crew.

Section 3.08 Employees receiving more than the minimum wages at the signing of this Agreement, in the employ of the Employer shall not suffer a reduction in wages or lose any benefits they now enjoy as a result of this Agreement.

Mileage

Section 3.09 When employees furnish their own four wheel transportation, they shall be paid for moving from job to job, shop to job, or job to shop by the mile to be determined by the formula set forth below by the cost of unleaded gasoline as determined by three major oil companies within the area on the first day of each calendar quarter, January 1, April 1, July 1, and October 1 of the calendar year.

Beginning on January 1, 2020, the Internal Revenue Service standard mileage rates for the use of an automobile (which includes cars, vans, pickups or panel trucks) will be: **\$0.58** cents per mile for business miles driven.

Section 3.10 The regular market area routinely serviced by signatory contractors includes the City of St. Louis, St. Louis County, St. Charles, Lincoln, Warren, Franklin and Jefferson Counties. No travel expense is required for any project located within the above listed counties.

When the Employer sends employees outside the jurisdiction or outside the counties listed above, the Employer shall pay for transportation, and straight time rate of pay while traveling except when traveling to and from schools or training seminars. Straight-time pay for travel shall be calculated from the jurisdictional boundary or county line nearest the project.

When travel outside the jurisdiction, and/or outside the regular market area, requires an overnight stay the Employer shall pay for lodging. The Employer will use AAA rated motels or equal; no more than two people to a room, or one person to a bed. Board shall also be paid at a minimum of \$25.00 per day. Allowance for expenses & board while out of town on work, or training will be discussed, agreed to, and paid up front, prior to employee leaving. This discussion will happen between each employee, and Employer.

Employees, working in another IBEW jurisdiction will notify the appropriate Local Union of that jurisdiction by physically stopping in, and receiving a working permit prior to the start of that project.

On jobs of longer duration, travel home on weekends will be by mutual agreement prior to employees accepting assignments.

Section 3.11 Employees sent outside the jurisdiction of Local Union No. 1, shall be subjected to all rules and conditions existing in the Local Union's area where the work is being performed. However, the employee shall be paid whichever wage is higher. The Employer shall notify the Local Union Office in the area the employee is being sent, before such assignment is made.

Rates and Definitions of Hazardous Work

Section 3.12(a) The scale of wages for all work on bridges or other structures forty feet (40') or more in height, not scaffolded, and all work in tunnels, caissons, mine shafts, and underground silos under construction and not protected from overhead, and swinging staging shall be one dollar fifty cents (\$1.50) per hour more than the prevailing scale. When overtime is worked, then the rate shall be three dollars (\$3.00) per hour more than the prevailing scale.

Section 3.12(b) Wages for all work performed on all towers and stacks in excess of forty feet (40') and not scaffolded, shall be paid for at the rate of one and one-half times (1.5x) the prevailing rates for that day.

Termination of Employment

Section 3.13(a) In the event of termination of employment by the Employer, terminated employees and the job steward or shop steward if there is not a job steward, shall be notified the same day. Terminated employees shall be notified thirty (30) minutes in advance of layoff for packing tools and shall be paid in full at the time of termination. Final pay will be issued by electronic transfer, at next transfer.

Section 3.13(b) All employees terminated at times outside the regular work day (such as weekends, holidays, extended overtime hours, second or third shift) are encouraged to authorize final pay to be electronically transferred, by not later than the next regular transfer date.

Section 3.13(c) An employee who voluntarily quits must notify his Employer to that effect before being eligible for referral by Local Union No. 1, IBEW. Further, he shall receive his pay on the next regular transfer date.

Pay Week & Payroll Provisions

Section 3.14(a) The regular pay week shall be Saturday, 12:00 midnight, through Saturday, 12:00 midnight, inclusive. Employees shall report their full time and travel expense allowances by 8:30 a.m. the next day and shall be paid not later than the end of the regular work day the following Friday.

Section 3.14(b) If a holiday falls on Friday, the pay week shall end on Thursday. And this shall be considered to be the pay day for the pay week ending the previous Friday; and if a holiday falls on Monday, employees shall report their full time and travel expense allowances by 8:30 a.m. Tuesday.

The Employer will implement electronic transfer of funds directly into the employee's designated bank account. Electronic transfers, shall be implemented so that funds are available by the end of the workday Friday. Printed payroll reports similar to paycheck stubs, shall be mailed in accordance with the paycheck schedule to any employee authorizing electronic fund transfer to document hours paid, overtime and wage calculations. Other mutually agreed alternatives (other than mail) may be used to communicate payroll information.

Section 3.14(c) Paycheck errors resulting from time reported inaccurately or untimely by the employee shall be corrected by the next paycheck following mutual confirmation of the error. The Employer retains the right to collect for overcompensation on paychecks.

Section 3.14(d) Upon written voluntary authorization by each employee on a form provided by the Union, the Employer shall deduct from the employee's pay each week, the Union dues for that week and remit same to the Union Financial Secretary monthly within fifteen (15) days after the end of that month. Such authorization shall be irrevocable for a one (1) year period from the date of its signature.

Tool List

Section 3.15(a) Employees other than apprentices shall be responsible to provide the hand tools listed herein. The Employees will also handle, in a responsible manner, all other tools and equipment issued to them by the Employer.

Communication Employee Tool List:

Quantity	Description
(1)	Tool box that can be locked
(1)	Diagonal Cutters
(1)	Longnose Pliers
(1)	Large Regular Screwdriver
(1)	Medium Regular Screwdriver
(1)	#1 Phillips Screwdriver
(1)	#2 Phillips Screwdriver
(1)	Drywall Saw
(1)	Channel Lock Pliers
(1)	Wire Stripper
(1)	Flashlight
(1)	Hammer
(1)	6" Adjustable Wrench
(1)	Punch Down Tool
(1)	Utility Knife
(1)	Hacksaw
(1)	Six-Foot Rule
(1)	Level
(1)	Multi-Meter
(1)	Battery Powered Drill
(1)	Buttset
(1)	Toner/Tracer

The Battery Powered Drill, Buttset and Toner/Tracer will be provided by the employer the first time to each employee; replaced if stolen and a police report is filed; fixed if broken or damaged. If items are "lost" it becomes the responsibility of the employee to replace.

Tools for Apprentices and Installers

Section 3.15(b) All Apprentices and Installers shall add to their tools as rapidly as possible until they have a complete set of tools.

Section 3.15(c) There shall be no mandatory requirement to carry material in an employee's personal vehicle. Employees who agree to transport Employer tools, test equipment, manuals or material in their personal vehicle shall limit such items to the historical guidelines of 20% of the trunk space of a typical automobile. Employees who drive personal trucks or vans shall be expected to carry no more to job sites than if they were driving an automobile. It shall remain the responsibility of the Employer to transport the bulk of the required material and tools to the job-site.

ARTICLE IV

HOLIDAYS, WAGES CLASSIFICATION AND RATES

Section 4.01(a) Employees covered by this Agreement will observe the following holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day
Veterans' Day	New Year's Eve

When a holiday listed above falls on Saturday, it shall be celebrated on the Friday preceding the holiday. When holidays fall on Sunday, the following Monday shall be observed.

Section 4.01(b) Holidays referred to above shall be paid for at straight time when not worked and at double time plus holiday pay when worked.

Section 4.01(c) No work shall be performed on Labor Day, except in cases of emergency.

Section 4.01(d) Any days taken off in conjunction with the above listed holidays must be requested in advance and approved by management. If more employees request off than management can let go, according to numbers and experience, then employees will be excused according to seniority on a rotating basis. Only exceptions will be emergencies that can be proved. Any unauthorized absence in conjunction with a holiday will be subject to disciplinary action.

Wage Classifications & Rates

Section 4.02 The Employer shall pay, during the term of this Agreement, the following hourly rates of pay for work performed in the classifications herein set forth:

Communication Journeyman: (100%) Wage Rate

	1.0%	1.50%	2.0%
<u>Current</u>	<u>08/01/2020</u>	<u>08/01/2021</u>	<u>08/01/2022</u>
\$34.36	\$34.70	\$35.22	\$35.92

Communication Foreman: 10% above Communication Journeyman rate

Communication General Foreman: 20% above Communication Journeyman rate

Communication Journeyman Progression Scale:

{All Percentages Refer to Communication Journeyman's (100%) Rate}

0 - 1500 hours:	70%
1500 - 2500 hours:	80%
2500 - 3500 hours:	85%
3500 - 4500 hours:	90%
Over 4500 hours:	100%

Communication Installer Progression Scale:

0 - 500 hours:	35%
500 - 1500 hours:	40%
1500 - 2000 hours:	45%
2000 - 3000 hours:	50%
3000 - 6000 hours:	60%
Over 6000 hours:	65%

Note: The employer may hire Communication Journeyman who are not currently Communication Installers or who have not completed a NECA-IBEW Communication Apprenticeship to secure specialized skills, manufacturer certification or training. The Employer may not pay such Communication Journeyman less than 85% of the Communication Journeyman's rate. This provision is not intended to limit implementation of terms specified by Article IV, Section 4.05.

Section 4.03 The number of Communication Installers period may not exceed fifty percent (50%) of the bargaining unit.

Section 4.04 Communication Installers may be employed in any period in the progression scale as determined by the employer.

Communication Installers, upon initial hire, will be paid 35% of the Communication Journeyman's rate plus NEBF and Health & Welfare. Other fringe benefits will be paid beginning the first day of the calendar month following the thirty-first day of employment.

Section 4.05 Communication Installers working for a customer under the supervision of a Communication Journeyman (or in the case of a composite crew, a Journeyman Electrician) may assist that person in any manner.

Communication Installers can work alone installing and terminating both ends of cables. This will include interconnect voice-only systems and other specialty systems performed by Employees under the terms of this Communication Agreement (including moves, adds and changes for these systems).

Communication Installers may completely install small key systems that consist of up to six (6) Central Office Lines and sixteen (16) phones.

Communication Installers may be utilized to fulfill the entire Communication component of a Composite Crew.

It is understood that service work, any equipment connections to the installed cable at the MDF/IDF, and programming is to be done by Communication Journeymen.

Section 4.06 When openings occur in the Communication Journeyman classification, they will be posted. Employees in the Communication Installer classification who have taken a course in basic AC DC theory and basic installation course or code class, and have at least 2000 hours experience with the Employer, will be allowed to bid for that job.

No employee will suffer a reduction in pay for such change in classification.

Section 4.07 Communication Journeymen are required to take a basic and advanced electronics course and selected product courses, and other courses mutually agreed between the Union and Employer. The Communication Journeyman will be required to pass these courses before progressing past 80% of the Communication Journeyman rate. Following is the required Communication Technician Curriculum as offered through the Joint Apprenticeship Training Center (JATC):

COMMUNICATION TECHNICIAN CURRICULUM

JT-107 ~ TECH MATH

This course requires approximately 40-45 classroom hours. The text and related material provides basic mathematical concepts for electricity and electronics. The course also serves as a review of mathematical problem solving necessary for the continuance of electrical development and application. (15 weeks)

JT-103 ~ DC THEORY

This course requires forty to forty-five classroom hours. It is highly recommended for individuals entering through organizing. It is a prerequisite for the AC Theory course. DC Theory covers principles of OHM's Law with respect to series and parallel, as well as combination circuits. Detailed circuit calculations included. (15 weeks)

Prerequisite: Tech Math

JT-101 ~ CODEOLOGY

Codeology is a thirty (30) hour course that teaches the use and understanding of the electrical code book. With completion of the course, one will be much more comfortable in using the code book as a reference. CD ROM technology, along with a set of forty-six transparencies, will be available for use with this course. The electrical code book is not included but is required. (10 weeks)

Prerequisite: DC Theory

JT-400 ~ INTRODUCTION TO FIBER OPTICS

This course is an introduction to the theory and principles of fiber optic technology. Students will learn terms related to the theory of fiber optics to understand how signals are transmitted. Different types of fiber optic cables will be described. Students interested in this class should have a basic understanding of solid state, light activated devices. This course will serve as a prerequisite to additional courses covering connectorization, splicing and termination methods. (8 weeks)

Prerequisite: DC Theory

JT-306S ~ Networking

This course begins with a review of electrical properties. Transmission fundamentals are introduced, followed by safety codes - as they apply to telecommunication cables and apparatus. Industry standards covering pathways and spaces, structured wiring system architecture, twisted pair cables, coaxial cables and connectors are presented and explained. Various adapters and cross-connections required for voice and data. Applications will be presented for total building automation - EIA/TIA Standards. (15 weeks)

Prerequisite: DC Theory

Section 4.08 When Communication Installers become Communication Journeymen, they will be required to pass a communication exam given by the Local Union.

Section 4.09 The Employer will pay for full tuition cost of each course upon completion of the course provided the employee provides proof of satisfactory completion and achieves a grade of "C" or better. All text books will be purchased by the employee.

Section 4.10 A grade of less than "C" will not be accepted as successful completion of any course, and if the employee retakes that course, it will be taken at the employee's own expense. Those courses which are taught by Employer personnel will be successfully completed upon the trainee passing a test given by the Employer, with prior Union approval.

Section 4.11 The courses making up the study curriculum may be revised from time to time by the Employer and the Union as the technical requirements of the industry change.

Section 4.12 Newly hired employees who have successfully completed some or all of the curriculum required will be given credit for such courses. Courses successfully completed which are only similar to those in the required curriculum will be accepted at the discretion of the Employer.

Section 4.13 Newly hired employees with substantial previous experience may, at the discretion of the Employer, be given credit for portions of the curriculum and/or may be placed at some interim step in the training progression

Section 4.14 It is agreed that when Wired Technologies starts any employee on a CTS class it will be during paid Employer time, along with the paid test. All study time will be on employee's personal time.

ARTICLE V **VACATION**

Section 5.01 All employees shall receive one (1) weeks' vacation with pay after completion of one (1) year of service with the Employer; two (2) weeks' vacation with pay after two (2) years of service with the Employer; and all employees, upon completion of eight (8) years' of service with the Employer, shall be entitled to three (3) weeks' vacation with pay. All employees shall receive four (4) weeks' vacation with pay after completion of fifteen (15) years of service; and all employees shall receive five weeks' (5) vacation with pay after twenty (20) years of service. All vacations to be figured on a pro-rata basis in accordance with months of service from date of hire.

Section 5.02 In the event that the employee is discharge or laid off after serving more than three (3) months, he shall receive vacation pay on pro-rata basis in accordance with months of service with the Employer.

Section 5.03 If an employee leaves the Employer of his own free will, he shall receive vacation pay on the above plan as long as he gives the Employer one (1) weeks' notice prior to his leaving the employ of the Employer.

Section 5.04 If a legal holiday, referred to in Section 1 of Article III, falls within an employee's vacation period, the employee's vacation shall be extended for another day.

Section 5.05 In the event of the death of an employee while in the employ of the Employer, his pro-rata earned vacation pay if any, shall be paid to his widow or legal representative. Payment to either shall relieve the Employer from any further liability hereunder.

Section 5.06 Vacation, combined may roll over into the following year. The total will not exceed nine (9) weeks.

ARTICLE VI
SENIORITY

Section 6.01 The following will apply in case of layoff and recall. Two separate lists will be maintained, one for Installers and one for Communication Journeyman. The ranking on the separate lists will be according to length of service with the Employer in the bargaining unit. When a layoff is necessary in a classification, the lowest senior person in that classification will be laid off first. When recalling, the highest senior person laid off will be given first recall in their classification.

Section 6.02 Employees laid off for one (1) year or more will lose their right to be recalled.

Section 6.03 The Employer shall give at least one (1) working day notice to employees who are to be laid off, except by mutual agreement.

Section 6.04 Newly hired employees shall be on probation for a period of ninety (90) calendar days. Such probationary employees may be terminated by the Employer at its discretion without recourse to the grievance and arbitration procedure.

ARTICLE VII
LEAVES OF ABSENCE

Section 7.01 Employees who enter the Armed Forces of the United States shall be granted a leave of absence for the period of such service, and upon honorable discharge there from, shall be re-employed by the Employer as provided by the Selective Service Extension Act of 1950 as it now exists or may be amended.

Section 7.02 The Employer shall pay an employee who is required for jury service for each day of service up to a maximum of twenty (20) days per year, the difference between his average straight time hourly rate for the number of hours he normally works on his regular shift, but not more than eight (8) and the payment he receives for jury service. The employee shall present proof of service and the amount of pay received.

Section 7.03 In accordance with state law, employees shall be allowed time off during their regular scheduled hours of work for the purpose of voting with no loss of pay thereof.

Section 7.04 In case of death in the immediate family, the employee shall be allowed to be absent from work without loss of pay for the time from the date of death until the day after burial, as long as it does not exceed three (3) working days. Immediate family is defined to include the employee's spouse, parents, stepparents, child, stepchildren, grandparents, grandchildren, "current" spouse's parents, brother, sister, stepsiblings', and legal guardian.

Section 7.05 Employees who wish to take time off due to the death of a family member should notify their supervisor immediately. Family member is defined as the employee's spouse's grandparents, son-in-law, or daughter-in-law. Up to one (1) day without loss of pay will be provided.

Section 7.06 All employees shall be allowed within any twelve (12) month contract period up to three (3) working days paid absence for personal illness, or business. Personal time will be credited at the beginning of each year.

ARTICLE VIII
GRIEVANCE & ARBITRATION PROCEDURE

Section 8.01 Should any differences arise between the Employer and the Union or any employees of the Employer as to the meaning, interpretation, or application of the provisions of this Agreement, such differences shall be settled in the following manner:

Step 1. The aggrieved employee or employees shall first take the matter up with the shop steward, who in turn, will take the grievance up with the foreman. Employees shall have the shop steward present on any grievance. If a satisfactory settlement is not affected with the foreman within one (1) working day, the employee shall submit such grievance to the Business Manager or his representative in writing.

Step 2. If no satisfactory adjustment is agreed upon, the matter shall be referred by the Business Manager or his authorized representative of the Union to the Employer's representative. If the matter is not promptly adjusted, either party may refer the matter to the Joint Labor Management Committee as hereinafter provided.

Step 3. Any complaint, dispute or grievance not adjusted between the parties as provided above, shall be referred to a Board of Arbitration consisting of one representative of the Employer, one representative of the Union, and a third member to be selected by these two representatives.

In the event the two representatives are unable to agree upon the third member of the board within ten (10) days, the parties may jointly or individually request the Director of Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators.

Each party shall strike the names of two persons on the panel list, and the remaining name shall be the person to be named the arbitrator. The majority decision of the Board of Arbitration shall be final and binding on both parties. Each party shall defray the expenses of its own representative on the board. The fee and expenses of the third member shall be borne equally by the parties.

ARTICLE IX
STEWARDS, SAFETY, PARKING

Stewards

Section 9.01 The Employer agrees that the Union shall have a working shop steward in each shop and a working job steward on each job requiring three (3) or more employees. The Business Manager of the Union, or his representative, shall advise the Employer in writing of the name of the employee selected to serve as steward. The Steward will be chosen from Wired Technologies, Inc. employees.

Safety Equipment

Section 9.02(a) Employees working under the terms of this Agreement shall provide themselves and wear adequate working shoes or boots at all times. Employers may instruct Employee to provide and wear protective (non-conductive/hard-toe) safety shoes or boots and/or prescription safety glasses, when required by safety regulations or customer specifications. When Employees purchase (non-conductive/hard-toe safety shoes or prescription safety glasses, as a result of Employer requirements, the Employer shall offset the additional expense of such glasses, shoes or boots as follows:

Each year, the Employer shall reimburse the employee up to fifty percent (50%) of the cost of *prescription glasses* and (non-conductive/hard-toe) *safety shoes or boots* not to exceed one hundred dollars (\$100.00) for glasses and fifty dollars (\$50.00) for (non-conductive/hard-toe) safety shoes or boots. To qualify for this reimbursement, required prescription glasses must have scratch-proof lenses, lenses and frames that comply with both OSHA and ANSI standards, and permanent side shields. Reimbursement is based only upon the cost of the safety glasses and does not include charges for eye examinations or other services.

Employers may designate a vendor to provide safety glasses or shoes at a discount, provided the Union approves the vendor in advance. Employees shall present a current receipt documenting purchase to qualify for this allowance. No Employer shall be required to pay more than one hundred fifty dollars (\$150.00) to an individual employee in any twelve (12) month period.

Section 9.02(b) The Employer shall have the right to provide the following items of safety equipment, assign them to individual Employees and require Employees to carry same with personal tools and transport in their personal vehicles:

Hard Hat
G.F.I. Protector
Non-prescription safety goggles or glasses

Section 9.02(c) ~~The Employer has the right to furnish and require employees to wear uniforms. Repair and replacement is the responsibility of the Employer.~~

Parking Expense

Section 9.03 On all projects fronting on either side of the boundary streets in the downtown area bounded by the Mississippi River on the East; Chouteau Avenue on the South; 12th Street on the West; and Cass Avenue on the North; also included shall be St. Louis International Airport; Clayton within six blocks of the County Government Center; BJC Barnes Hospital Complex or any project where free public parking is not available; the Employer shall provide parking facilities or, upon presentation of paid parking receipts, pay Employees for the cost of parking not to exceed eight dollars (\$8.00) per day parking allowance.

Employees utilizing MetroLink for transportation to and from the above listed areas shall be reimbursed for round-trip Metro Link commuting, in lieu of parking, provided documentation of fare is submitted not to exceed the eight dollars (\$8.00) parking allowance.

Miscellaneous

Section 9.04(a) Upon written voluntary authorization by an employee on a form provided by the Union, the Employer shall deduct from the employee's pay each week, the Union dues for that week and remit same to the Union Financial Secretary monthly within fifteen (15) days after the end of that month. Such authorization shall be irrevocable for a one (1) year period from the date of its signature.

There shall be no financial liability on the part of the Employer under the provisions of this section except for actual sums collected.

The employer shall notify employees of substance abuse rules or regulations mandated for specific projects. It is mutually agreed that the parties shall bargain the terms of any drug testing program prior to implementation by an employer, however, it is understood that individual employees who fail to comply with required rules, including drug testing, may be restricted from working on specific projects.

The parties agree to continue to meet concerning Substance Abuse Policy and shall have full authority to amend this section of the agreement by mutual consent.

Section 9.04(b) The Employer has the right to furnish and require employees to wear uniforms. Repair and replacement is the responsibility of the Employer.

ARTICLE X
FRINGE BENEFITS

Employer Contributions to Funds - Contribution Rates

Section 10.01(a) Employer shall make contributions monthly to the Health & Welfare Fund listed below. Contributions shall be based upon payroll due to or hours worked by persons performing, on behalf of the Employer, work covered by the terms of this Agreement. When a dollar amount is stated, the contribution is to be that amount per clock hour worked by such persons; a premium hour worked counts only as one clock hour.

	<u>08/01/2020</u>	<u>08/01/2021</u>	<u>08/01/2022</u>
H&W Fund (Level 2)	\$7.95	\$7.95	\$7.95

Salary Deferral Fund - Employee Election

Employer based 401(k)

Section 10.01(b) The Employer agrees to contribute the following percentages of gross pay into an Individual Retirement Account / 401(k) for each employee covered under this agreement according to the following schedule.

<u>08/01/2019</u>	<u>08/01/2020</u>	<u>08/01/2021</u>	<u>08/01/2022</u>
12%	12%	12%	12%

Monthly Reports and Payments

Section 10.02 The employer agrees that he will make out a monthly report known as the "Local No. 1 Monthly Benefit Report" giving in alphabetical order, the full name, Social Security number, total hours worked, gross earnings received and other pertinent data for each person who performed work covered by this Agreement during each month and contributions due to each fund pursuant to this Article X.

This report shall be prepared to cover the pay weeks up to and including the last payroll week ending during the month and shall be mailed to reach the office of the Fringe Benefit Trust Funds not later than fifteen (15) calendar days following the end of each calendar month. Employers shall designate whether their payroll system reports are based upon "hours worked" or "hours paid" and once designated, shall report on a consistent basis. When an electronic reporting system has been implemented by the Union, the Chapter, and the IBEW-NECA Service Center, in a manner to be agreed upon by the Union and the Chapter, as an alternative to the written monthly report, Employers may submit electronically to the Service Center, the same information that is contained in the written monthly report.

Salary Deferral Plan - 401(k)

Section 10.03(a) No employer contributions shall be required to this Fund. The employer, upon receipt of written authorization, agrees to deduct from wages and forward to the Fund voluntary contributions elected by participants, subject to limitations prescribed by the Trust and law. No deductions will be made prior to appropriate notice to the employer by Fund Trustees. Subsequent to notice from Fund Trustees, the employer agrees to report and forward monthly to the Trustees, the amount designated by the participant and deducted from wages.

Section 10.03(b) The Fund shall be a Defined Contribution Plan under Internal Revenue Code Section 401(k) and all contributions by participants shall be strictly voluntary. The parties mutually agree that the Trust Agreement shall allow no benefit payment or loan provision as a result of a strike.

Section 10.03(c) It is the intent of the parties that the Plan shall be administered by the IBEW-NECA Service Center, Inc. and all administrative costs be paid out of the Fund's assets.

Section 10.03(d) Amounts deducted by employers from the wages of an employee for payment to the Salary Deferral Plan are not to be treated as reducing the gross earnings of employees upon which employer contributions to other fringe benefit trust funds are calculated, for overtime wage calculations, or for other purposes under this Agreement. Example: The 3% of gross monthly payroll due to NEBF is not to be reduced because of employee salary deferrals paid to the Salary Deferral Plan.

National Electrical Benefit Fund

Section 10.04 It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF.

The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

An individual employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

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

ARTICLE XI **BONDING OF EMPLOYERS**

Section 11.01(a) A surety bond (or a bank letter of credit) to assure payment of wages and contributions due to the various funds set forth in Article X of this Agreement shall be delivered by an employer as follows:

1. Simultaneously with the initial execution of a Letter of Assent to this Agreement; or
2. If the employer fails to make timely contributions to any of the Funds as required under Article X of this Agreement.

If the employer has no delinquency in payment of fringe benefits during a five-year period, this requirement for surety bond shall terminate. However, should one or more employers engage in a joint venture, the terms of Section 11.01(b) shall apply. Should one or more employers merge or consolidate resulting in an increase in manpower, of at least 50%, the terms of Section 11.01(b) shall apply, if the conditions below are not satisfied.

Merged or consolidated employers whose combined workforce would be more than twenty (20) employees shall be required to provide documentation of financial responsibility to the Administrative Manager of the IBEW/NECA Service Center, to verify the financial capability of the merged companies to adequately fulfill obligations for wage and fringe benefit payments. If financial capability of the employer(s) is not approved by IBEW/NECA Service Center and the IBEW, the terms of Section 11.01(b) shall apply. All references to surety bond in this section also apply to a bank letter of credit.

Section 11.01(b) Surety bonds shall be furnished in accordance with the following schedule:

Level 1	1 to	3 employees	\$ 2,700.00
Level 2	4 to	7 employees	\$ 6,300.00
Level 3	8 to	12 employees	\$10,800.00
Level 4	3 to	16 employees	\$14,400.00
Level 5	17 to	20 employees	\$18,000.00
Level 6	21 to	25 employees	\$22,500.00
Level 7	26 to	50 employees	\$45,000.00
Level 8	51 to	75 employees	\$67,500.00
Level 9	76 to	100 employees	\$90,000.00

For each additional 25 employees over 100, an additional \$22,500 will be added to the bonding schedule. Example: 125 employees = \$112,500.

If a higher bond is required under this schedule because of an increase in the number of employees covered by this Agreement, it shall be delivered within thirty (30) days after the end of the month in which the employee increase occurs.

The surety bond must be in a form satisfactory to the Administrative Manager of IBEW-NECA Service Center, Inc. The surety bond must be written by a surety Employer on the current U.S. Treasury Department list of "Surety Companies Acceptable on Federal Bonds." The surety company or bank must not have previously defaulted on its obligations for wages or fringe benefits under this Agreement.

Section 11.01(c) If the required surety bond is not timely delivered to the Administrative Manager of IBEW-NECA Service Center:

1. Employees are not to be referred under the terms of Article III, Section 3.01 of this Agreement; and
2. Such failure shall be subject to such additional remedy as may be determined by the Labor-Management Committee.

Section 11.01(d) If the surety bond is not sufficient to pay the full amount of claims for all of the Trust Funds in Article X, the claims of the Funds, other than the Electricians' Salary Deferral Plan Trust Fund and the NECA-IBEW Market Research, Development and Public Relations Fund, shall first be fully satisfied before any claims of these two Funds are recognized.

ARTICLE XII
VALIDITY OF SECTIONS OF THE AGREEMENT

Section 12.01 This Agreement shall become effective on the 1st day of August, 2020 and shall continue in full force and effect through the 31st day of July, 2023 and shall automatically renew itself from year to year thereafter, unless either the Employer or the Union serves a written notice upon the other party to this Agreement ninety (90) days prior to said expiration date or ninety (90) days prior to any subsequent anniversary date thereof.

Section 12.02 This Agreement is subject to the approval of the IBEW International President. Such approval, however, does not under any circumstances make the International responsible for the observance of this contract or any breach thereof.

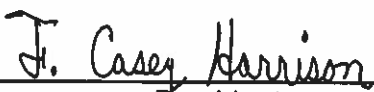
Section 12.03 Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect, and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable law's.

Section 12.04 It is understood that this Agreement supersedes all past agreements entered into between the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement originally as of September 1, 2020.

SIGNED FOR

WIRED TECHNOLOGIES, INC.



President

SIGNED FOR
LOCAL UNION NO. 1,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
AFL-CIO



Business Manager

PMR/gm
opeiu13

Wired Technologies
&
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS LOCAL 1

Memorandum of Understanding
Time Sheet Policy

1. The normal workday starts at 7:00AM. You should be at your specified work location at that time. If traveling outside of our regular market area, you should be at the edge of our market area at 7:00AM.
2. Time Sheets are integral to the Employer's business due to this information being required to invoice customers timely, correctly, and to calculate payroll. Receiving them at the end of each workday is extremely important. Details are not forgotten when sheets are done immediately at the end of the workday.
3. Time Sheets are to be emailed to the bookkeeper (carmaletaw@rccstl.com) at the end of each day worked. Your workday ends 10 minutes early to allow time for this to be completed.
4. Your time for that day will not be added to payroll unless your time sheet is turned in on time
5. If there is a circumstance which will keep you from getting your sheet in at the end of the work day, send an e-mail to the bookkeeper (carmaletaw@rccstl.com) so that she knows it will be coming and added to payroll
6. Make sure Technician Name and Date are at the top.
7. Each job worked on that day should have its own line on the time sheet and must be accompanied by the appropriate job number. (Get job number from Greg or Casey if you do not have it)
8. Write out as detailed a description as possible of work performed.
9. All time, whether billable or non-billable must be accounted for on the sheet. Payroll will be calculated only from these time sheets so all-time must be documented.
10. All non-billable time must be put to "shop time" job number
11. Lunch time should be recorded and put to "shop time."

12. Add up total amount of hours worked and put at bottom of sheet.

13. All materials used for each job should be added directly under the description line for that job. Even if materials were purchased specifically for that job they should be documented on your sheet. The office will determine whether they are to be invoiced separately.

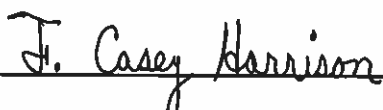
14. If job is completed, put an "X" in Completed box so that office knows it is ready to invoice.

ACKNOWLEDGED AND AGREED TO BY:

International Brotherhood
of Electrical Workers Local 1

On Behalf of Wired Technologies

By: 

By: 

Title: BUSINESS MANGER

Title: President

Date: 11/10/2020

Date: 11/10/2020

**Wired Technologies
&
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS LOCAL 1**

**Memorandum of Understanding
VEHICLE USE POLICY**

In consideration of the Employee having the privilege of driving an Employer provided vehicle to and from their home to the Employers place of business or an actual job site where Employers business is to take place, the Employee agrees to the following:

1. QUALIFICATIONS

- 1.1: Only an Employee with a valid and current driver's license is eligible for this program.**
- 1.2: Only an Employee with existing personal auto insurance or who could obtain personal auto insurance without restrictions, is eligible for this program. The employee is not providing any type of insurance.**
- 1.3: An Employee shall have no more than two moving violation convictions or at-fault accidents within the past year to be eligible**
- 1.4: No Driving While Intoxicated or Driving Under the Influence convictions within the past five (5) years.**
- 1.5: No driving under revocation.**
- 1.6: No involuntary manslaughter convictions.**
- 1.7: No hit-and-run convictions.**
- 1.8: No felony with a vehicle conviction.**

2. VEHICLE POLICY

2.1: Employee shall be entitled to use of company vehicle to drive to and from their main residence and work locations only. Quick stops to and from work locations are allowed. EX: Daycare, Gas, Grocery Store, etc.

2.2: The Employer agrees to pay for all vehicle insurance which only covers the vehicle while used for Company business and for driving between the employee's home and work assignments.

2.3: The Employer shall provide a business credit card for the purchase of fuel, gas, car wash, and other routine maintenance supplies. Only the credit card assigned to the driver of the vehicle should be used for all fuel purchases, repairs, and maintenance of the vehicle. This helps the company track fuel usage for that vehicle.

2.4: The employee is totally responsible for the daily upkeep of his/her vehicle. The Employer expects the vehicle to always convey a very professional appearance.

a. Outside must always be washed and free of cosmetic imperfections.

b. If minor cosmetic damage occurs, it the employee's responsibility to inform management so that these can be repaired immediately.

c. The interior of the vehicle must also always be kept clean and convey and totally professional appearance. Windows are to be clean. Floors vacuumed. Papers and small objects stored in their appropriate places

2.5: Tire pressure must be checked weekly. It should be maintained to the specifications on the driver's door of the vehicle.

2.6: Oil is to be change on every "5000" mile mark on the odometer. This is a very easy way to keep track of oil changes.

2.7: The tires are to be rotated at the same time the oil is changed. Please ask the vendor to check the breaks every time the oil is changed.

2.8: For the privilege for driving the Employer vehicle to and from work, Employee agrees to have these routine maintenance procedures done on their own time, not during the work day. (This excludes major repairs)

2.9: It is the responsibility of the Employee to constantly check the condition of the vehicles tires and other systems. Your vehicle should be, above all, highly reliable, safe, and secure for you, the user, while meeting some of the user's personal preferences and needs. Please report anything that is in need of replacement or repair to management as soon as you notice these defects.

2.10: Employees agrees not to smoke cigarettes, pipes, cigars or vaping devices while inside the vehicle

2.11: Employee agrees not to transport or consume alcoholic beverages or any illegal substances while operating this company vehicle.

3. VEHICLE STOCK

3.1: It is the responsibility of the Employee to maintain proper stock levels of consumable supplies per the "truck stock list".

3.2: Certain Employer tools and equipment will be assigned to your vehicle. It is the complete responsibility of the Employee to assure that these tools and equipment are always on the vehicle and in good working order.

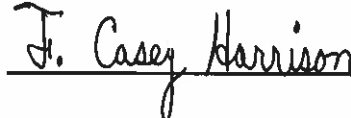
3.3: If any tool becomes damaged or is not in proper working order, the driver of the vehicle is to immediately report this to management.

ACKNOWLEDGED AND AGREED TO BY:

International Brotherhood
of Electrical Workers Local 1

On Behalf of Wired Technologies

By: 

By: 

Title: BUSINESS MANAGER

Title: President

Date: 11/20/2020

Date: 11/10/2020