

AGREEMENT

ADT, LLC  
(EVANSVILLE, INDIANA)

AND

COMMUNICATIONS WORKERS OF AMERICA  
AFL-CIO

**March 1, 2017 – February 28, 2019**

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## AGREEMENT

This Agreement made and entered into the 1<sup>st</sup> day of March 2016, by and between the ADT, LLC , (Evansville, Indiana) hereinafter called the "EMPLOYER" and the Communications Workers of America, hereinafter called the "UNION".

The masculine pronoun, whenever used herein, shall include the feminine and words in the singular shall include the plural, unless the context indicates otherwise.

### MUTUAL INTERESTS

The economic interest of the Employer and the employees is better served through the expressed cooperation of the Employer and the Union. Close contact and a mutual sympathetic interest between the Employer and the employees will develop a better working system which will tend to constantly improve distribution, production and service, while improving the relationship between the Employer, the employees and the public. To that end, management and employee representatives will meet quarterly to discuss matters of mutual interest.

### ARTICLE 1 MUTUAL RECOGNITION OF RIGHTS

SECTION 1 ADT LLC (the "Employer") hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, wages, hours of employment and other conditions of employment for all full-time and regular part-time employees classified by the Employer as residential installers, residential service technicians located at its facility in Evansville, Indiana; excluding all other employees classified by the Employer including but not limited to professional employees, customer service employees, sales employees; all guards and supervisors as defined in the Act; and excluding commercial installers, commercial service technicians and commercial clerical employees unless the employees are employed by the Employer and are located at, or are directly supervised by the Employer's supervisors located at, its facility listed above.

If during the term of this Agreement the Employer relocates the covered employees from the facility listed above to another, this provision shall apply to any such new facility.

SECTION 2 The operation of the Employer's business and the direction of the working force including, but not limited to, the making of and enforcement of reasonable rules and regulations relating to the operation of the Employer's business, the establishment of reporting times, the right to hire, transfer, lay

off, promote, demote, discharge for just cause, assign or discipline employees, to relieve employees from duties because of lack of work or other legitimate reasons, to plan, direct and control operations, to determine the amount and quality of work needed to introduce new or improved methods, to change existing practices, and to transfer employees from one location or classification to another is vested exclusively in the Employer, subject, however, to the provisions of this Agreement.

SECTION 3 It is agreed and understood that the employer will not employ any subcontractors for any purpose if it would cause the lay-off or reduce the regular hours of any bargaining unit employee. The only exception would be work that has been traditionally subcontracted. In such cases, the employer would be able to subcontract even if bargaining unit employees are on lay-off.

SECTION 4 There will be a ninety (90) day probationary period for all new employees, during which time they may be terminated without need for progressive discipline.

## **ARTICLE 2 ANTI DISCRIMINATION**

SECTION 1 The Employer will not interfere with, restrain, or coerce employees covered by this Agreement because of membership, or activity on behalf of the Union.

SECTION 2 Every employee shall be free to join or refrain from joining any labor organization and in the exercise of such freedom shall be free from interference, force or coercion of any kind direct or indirect.

SECTION 3 The policy of the Employer and the Union is not to discriminate against any employee on account of race, color, sex, creed, marital status, national origin or age, religion, ancestry, veteran or disability status, sexual orientation, gender, ancestry, union status or any other basis protected by law.

SECTION 4 The Employer agrees to notify the Union representative at the hiring of any new employee and afford an opportunity for the Union representative to explain the Union benefits and responsibilities.

SECTION 5 The Employer agrees that the National Representative of the Union shall be allowed to access to the plant shop where workers are employed under the terms of this Agreement. This access shall be at a reasonable time and shall, in all cases, be cleared with management prior to entering the plant/shop.

**ARTICLE 3  
VOLUNTARY CHECKOFF**

**SECTION 1**

- a. For the period of this Agreement, upon receipt of a written personally signed authorization on a form approved by Employer from any employee subject to this Agreement, the Employer will deduct from such employee's pay, the weekly membership dues, provided, however, that the Employer shall not be obligated to deduct any delinquent dues which became delinquent prior to the effective date of the authorization. The Employer will transmit to the Secretary-Treasurer of the Union on or before the 15<sup>th</sup> day after the last pay day of each month, the total deductions made by the Employer, together with a list of those employees for whom such deductions have been made.
  
- b. When earnings are insufficient to cover the authorized deductions, Union dues shall be deducted in the next payroll period in which sufficient pay is available.

**SECTION 2** The Union will indemnify and keep indemnified the Employer against any and all liability and expense of every kind and nature, without any limitation whatsoever, that shall arise out of any action taken by the Employer in making deductions of Union dues and initiation fees and this indemnification shall include, but shall not be limited to, such matters as all costs of suits, proceedings, claims, demands, damages and expenses, attorney's fees and court expenses.

**SECTION 3** The Employer shall provide the Union each month a list of employees in job classifications covered by this Agreement, under the following conditions:

1. Employees hired or rehired
2. Employees entering or returning from Military Service
3. Employees revoking authorization to deduct Union dues
4. Employees leaving the Company.

**SECTION 4** No provision of this Agreement shall be construed as requiring any employee to execute a Union dues check-off authorization.

**ARTICLE 4  
GRIEVANCE PROCEDURE**

**SECTION 1** Grievances must be submitted within 30 calendar days of the alleged violation (or within 30 calendar days of when the alleged violation would

have reasonably come to the attention of the grievant) or such grievance will be deemed waived.

Grievance meetings will occur at the 2<sup>nd</sup> and 3<sup>rd</sup> levels involving the Employer and Union. The Union shall have the right to invite appropriate personnel to such meetings. Appropriate personnel shall be defined as employees directly involved in the grievance.

Except as mutually agreed to by the Union and the Employer, the following procedure shall be followed for the purpose of adjusting grievances:

- STEP 1      The employee shall discuss the grievance with his immediate supervisor for the purpose of adjusting same. The employee shall, at all times, have the right to have his Union representative present in discussing grievances. The supervisor shall attempt to settle the matter within five (5) working days.
- STEP 2      If the grievance is not settled satisfactorily in Step 1, it may be appealed in writing to the Area Manager within ten (10) working days after the Supervisor has answered. If not so appealed, the grievance shall be deemed not to exist. The Area Manager shall attempt to settle the matter within ten (10) working days, subsequent to the date of submission of the written grievance form.
- STEP 3      If the grievance is not adjusted satisfactorily in Step 2, it may be appealed within ten (10) working days, excluding Saturdays, Sundays and holidays, to the General Manager of the Employer and the Local and/or International Representative of the Union.
- STEP 4      If not adjusted satisfactorily in Step 3, the grievance shall be subject at the instance of either party to arbitration as provided in Article 5.

SECTION 2 Nothing in this Agreement shall be construed as restricting the right of an individual employee or a group of employees to adjust any grievance with the Employer through the regular channels of the Employer's administrative organization, provided such adjustment is not inconsistent with the terms of this Agreement and provided a representative of the Union has been given an opportunity to be present at such adjustment.

SECTION 3 The Union and the Employer shall keep each other currently informed of their respective duly authorized representatives who handle each of the steps in the grievance procedure.

SECTION 4 Employee shall be compensated for time spent with the Employer's representative on any grievance involving the Employer.

SECTION 5. Any grievance settled prior to arbitration shall not set precedent nor prejudice any future matters unless agreed to in writing by the CWA District Representative and the Director of Labor Relations.

## **ARTICLE 5 ARBITRATION**

SECTION 1 In the event that an agreement cannot be reached between the Union and the Employer with respect to a grievance involving and limited to the interpretation and application of any specific provision of this Agreement, it may be submitted, at the request of either party, to arbitration, pursuant to the Labor Arbitration Rule of the American Arbitration Association, provided such request is made within sixty (60) days after final decision has been rendered. The decision of the arbitrator shall be binding on both parties for a period to be named in the arbitration decision, but in no event to ante-date the period during which the agreement is effective. The arbitrator shall not have the authority to alter or modify any of the express provisions of the agreement. The expenses, including fees and other necessary expenses of the arbitrator, shall be shared equally by the Union and the Employer.

SECTION 2 Changes in business practice, matters involving capital expenditures, the opening-the closing of new units, the choice of personnel (subject to the seniority provisions if applicable), the choice of materials, services, products, processes and equipment, or other business questions of a like nature, or any dispute which either directly or indirectly involves the interpretation or application of the plans covering pensions, disability benefits and death benefits shall not be arbitrable.

## **ARTICLE 6 HOURS OF WORK AND OVERTIME**

### SECTION 1

The work week shall be forty (40) hours during any one work week or eight (8) hours during any work day. The normal work schedule for employees shall be 8:00 AM to 4:30 PM with a thirty (30) minute lunch period from Monday through Friday.

The Company may establish additional shifts on different days/or times as necessary to meet customer needs provided that it has given seven (7) days notice, when practicable, of such changed schedule. The Company will seek volunteers for permanent shifts (those lasting more than 2 weeks) and award to

the senior qualified or assign the junior qualified employee. All permanent shifts shall be consecutive days and will include at most one weekend day.

Assigned employees who's regular shift starts at or after 11 am shall receive a shift differential of \$.50 for all hours worked.

SECTION 2 All overtime daily in excess of eight (8) hours, weekly in excess of forty (40) hours, shall be compensated for at one and one-half (1-1/2) times the employee's regular straight time hourly rate. No time worked, except for work performed on guaranteed paid holidays, as hereinafter listed in Article 7, shall under any circumstances be compensated for at more than one and one-half (1-1/2) times the straight time hourly rate. There shall be no compounding, duplicating or pyramiding of overtime payments of any description.

Volunteers will be solicited for scheduled overtime before management designates employees to work the "scheduled overtime". Such overtime shall be rotated among qualified employees. Employees will not be required to work overtime during vacations. Management will provide 48 hours notice for scheduled overtime when practicable. The Employer will attempt to distribute overtime as equally as practical among the employees in the same job classification in the office to which they are assigned.

SECTION 3 Emergency overtime calls from home shall be compensated for at one and one-half (1-1/2) times the employee's regular hourly rate of pay from the time the employee leaves his home to the time reasonably required for him to return home, with the understanding that, in the event of any emergency call from home, no employee shall receive less than three (3) hours pay at one and one-half (1-1/2) times his regular hourly rate of pay.

An employee on pager duty will be allowed up to six (6) hours rest period from the time he returns home from the final call-out to the time he will be expected to report to his shift. Such employee must notify his supervisor of this anticipated arrival time and will be paid for actual hours worked based on his time of arrival.

SECTION 4 In order to assure continuity of service, it is agreed that a supervisor shall not perform service work except for the purpose of training or instructions of service employee or in major emergency situations.

SECTION 5 Employees on weekly standby shall receive four (4) hour's pay at time and one-half for such duty. Actual call outs will be in addition to the standby pay. If an employee is contacted by phone (the call authorized by a supervisor) and the call is work-related, the employee shall receive one-half hour's pay at time and one-half. The telephone call must be work-related and



not caused by the receiving employees. Telephone calls resulting in actual call-outs will not be paid.

Standby schedules will be modified to equalize, as much as possible, standby duty during holidays. Standby shall not be scheduled during an employee's vacation.

SECTION 6 Employees who report directly to the jobsite from home are responsible for up to 45 minutes of unpaid commuting time from their home to their first job in the morning and up to 45 minutes of unpaid commuting time from their last job to their home each day .

## **ARTICLE 7 HOLIDAYS**

SECTION 1 Employees shall receive a combination of fixed (ADT Holidays) and floating holidays which shall total eleven (11) holidays in 2017 and ten (10) holidays in 2018.

The fixed holidays shall be as follows:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	
Christmas Day	

Floating holidays may be taken with a minimum of seventy-two hours (72) notice and supervisory approval.

SECTION 2 Employees who are not required to work on these days shall be paid their regular rates of pay when such holidays fall on their regularly scheduled work days.

SECTION 3 Employees shall be paid one and one-half (1-1/2) times their regular hourly rate in addition to their holiday pay for all work performed on listed holidays.

SECTION 4 When an employee is absent from work on a scheduled work day immediately preceding or succeeding a listed legal holiday, he shall not be paid for the holiday unless he has been excused in advance by the Employer.

SECTION 5 Employees whose day off is scheduled other than Saturday or Sunday and a holiday falls during their regular scheduled days off may request another day off. Such request will be within seven (7) days prior to the holiday and will be scheduled within thirty (30) days after the holiday. Such request is subject to management approval.

If no request is forthcoming from an employee or management is unable to approve another day off, the employee shall be paid straight time for the holiday.

SECTION 6 Holidays will be observed from 12:00 midnight to 12:00 midnight except in cases where a work schedule transcends two calendar days. In such cases, the employee's entire shift shall be paid at that appropriate rate into that calendar date the majority of work hours occur.

## **ARTICLE 8 VACATIONS**

SECTION 1. Vacations shall be granted to employees according to the following schedule based upon length of continuous service:

<u>Length of Continuous Service</u>	<u>Days of Vacation</u>
Less than one (1) year completed On December 31 of current year	0 Days
One (1) year, but less than Five (5) years	10 Days
Five (5) years but less than Ten (10) years	15 Days
Ten years or more	20 Days

SECTION 2.

1. All vacation eligibility shall be posted by January 15 of each year.
2. Employees entitled to two (2) or more weeks of vacation will be permitted to choose, on the bases of seniority, their first two(2) weeks of vacation by March 1<sup>st</sup> of each year. Any conflicts in rescheduling shall be resolved by seniority by March 15. Any vacation, including earned odd days as well as third and fourth weeks of vacation, not scheduled by March 15 will be scheduled on a first come-first serve basis with a minimum of two (2) weeks notice and supervisory approval without regard to seniority.
3. With permission of the immediate supervisor of the respective deparment, each department may allow two (2) or more employees to take vacation at the same time.

SECTION 3. If an employee takes his or her vacation during a period that includes a listed legal holiday, the employee shall receive an extra day's vacation or an extra day's pay.

SECTION 4. If an employee's vacation is interrupted due to hospitalization for severe illness or accident, he shall report to his supervisor if he desires to reschedule the remaining part of his vacation.

SECTION 5. An employee may carry over up to five days of vacation into the next year, with management approval, provided such vacation is used prior to February 28<sup>th</sup>.

## **ARTICLE 9 PAID ABSENCES**

SECTION 1 In the case of death in the immediate family, which includes their spouse/domestic partner\*, child, or parent, an employee shall receive a maximum of eight (8) hours pay per day at their regular rate for all regularly scheduled straight-time working days missed up to a maximum of five (5) days. An employee may take up to three (3) workdays with pay for the death of their siblings, grandparents or grandchildren. The above provisions apply to relationships established through births, adoption, marriage or domestic partnership\* including In-laws and Step relations. For the death of any other family member, employees will receive one (1) workday with pay. These provisions shall be administered in the light of their purpose, which is to provide opportunity, when needed, to enable an employee to attend the funeral or to handle family or personal matters that require immediate attention arising as a result of the death.

\*Subject to the Employer domestic partner policies.

SECTION 2 The Employer agrees that regular employees who are required by law to serve on juries, and who actually serve, shall be excused their entire tours during the period of jury service and shall be paid wages at their regular rate of pay for the time absent. In those cases, however, where the employee is temporarily excused from reporting for jury service for a whole workday or more, he shall report for Company duty. It is further mutually agreed that if it appears an employee is taking advantage of this agreement at the company's expense, the Employer may deduct from the employee's regular rate of pay the amount of fee received for service as a juror.

SECTION 3 For the term of the agreement employees shall receive up to three sick days and two personal days consistent with the ADT sick time policy in place at the outset of the collective bargaining agreement. Employees must give at least 24 hours notice prior to using personal time; however, this does not limit management from exercising its discretion in granting personal time

with less than 24 hours notice. All other rules applying to sick and personal time are contained in the policy referenced above.

## **ARTICLE 10**

### **PLAN FOR EMPLOYEES' PENSIONS, DISABILITY BENEFITS AND DEATH BENEFITS**

SECTION 1 The Employer hereby agrees that the provisions of the Plans covering pensions, disability and death benefits, as amended, subject to all the limitations and qualifications therein contained, are hereby incorporated in and made part of this collective bargaining agreement. The Employer shall not, during the term of this Agreement, terminate the plan. The Employer, however, reserves the right to alter or modify the plans.

## **ARTICLE 11**

### **GROUP HOSPITALIZATION, SURGICAL AND DENTAL PLAN**

The Employer shall provide group hospitalization, surgical and dental benefits to members of the bargaining unit. Such group hospitalization, surgical and dental benefits shall be identical to benefits provided to the majority of employees by the corporate hospitalization, surgical and dental plans presently in effect. Employee contributions for such benefits will be identical as those paid by the majority of employees. Employer contributions for such benefits will be identical as those paid on behalf of the majority of employees.

The Union agrees that the Employer may elect to change carriers, self insure and/or change benefits during the life of this agreement providing it first notify the Union and fully advise the Union of such changes.

## **ARTICLE 12**

### **SENIORITY**

SECTION 1. Length of continuous service with the Employer shall be known as seniority. Continuous time in the bargaining unit shall be known as bargaining unit seniority. Bargaining unit seniority shall be utilized for layoff/recall, vacation scheduling and choice of work schedules. Employees whose bargaining unit seniority commenced on the same day will have their seniority determined by the last four digits of the SSN (the higher number with greater seniority).

When an employee is promoted or transferred to a job classification outside the bargaining unit, their length of service in the bargaining unit shall remain frozen.

SECTION 2 Full-time employees shall have no seniority rights until they have served with the Employer for six (6) months. Part-time employees shall have no seniority until they have served with the Employer for one thousand (1,000) work hours, but in no event in less than six (6) months.

SECTION 3 The right of seniority in re-employment shall be accorded to a laid-off employee prior to new employees being hired, provided such laid-off employee responds to a call to report for work not more than five (5) working days after receipt of notice sent to him by registered mail, to his last known post office address. If such laid-off employee fails to report within fifteen (15) days, he shall lose all rights of seniority, unless he is temporarily incapacitated, preventing him from responding or is employed elsewhere, in which case he must notify the Employer in writing within three (3) days after receipt of the notice to return, that he will report within fifteen (15) days from receipt of notice, or as soon as his health permits. Jobs of an emergency nature may be filled at once by those next in line in seniority in the classification, pending return of laid-off employees having seniority who have been notified to report to work as herein provided.

SECTION 4 A voluntary resignation or a discharge shall terminate seniority. Seniority shall terminate after six months of unemployment (layoff), absence on authorized furlough or because of sickness or accident disability with respect to employees having less than three (3) years of accumulated seniority; and after one (1) year of unemployment (layoff) or absence through any such cause with respect of employees having three (3) but less than ten (10) years of accumulated seniority and after two (2) years of unemployment (layoff) or absence through any such cause with respect of employees having ten (10) or more years of accumulated seniority.

SECTION 5 In the event of a layoff, the Company will make every attempt to give one week advance notice.

### **ARTICLE 13 SEVERANCE PAY**

SECTION 1 In the event of permanent layoff, each employee with more than four years of continuous service with the Employer so laid off, shall receive severance pay at the rate of one week's pay for each full year of continuous service. Such payment shall be based on the employee's authorized hourly wage rate in effect at the time he is laid off.

SECTION 2 If an employee who has received severance pay is rehired and period since the date of his layoff is less than the period for which he has received severance pay, the amount paid to the employee in excess of the period of his actual layoff shall be considered as an advance to him by the

Employer and repayment shall be made through payroll deductions at the rate of 10% of the basic weekly wage until the amount is fully repaid and as a condition of reemployment the employee either before, at, or subsequent to the time he returns to the payroll, shall upon the Employer's demand, execute any and all documents that may be necessary, desirable or proper to effectuate this provision.

SECTION 3 In the event an employee, who is laid off, is rehired within a two-year period, his severance pay rights shall be reestablished on the basis of his record of continuous service, provided, however, that in the event of a subsequent layoff, the severance pay to which he is entitled shall be subject to a deduction equal to the amount of any severance pay previously received and for which the Employer was not reimbursed.

SECTION 4 An employee who resigns, is retired with pension, or is discharged or otherwise dropped for cause, shall not be entitled to severance pay. An employee who is retired on account of age, but does not qualify for pension shall be entitled to severance pay.

SECTION 5 In the event of a layoff, the Company will make every attempt to give one week advance notice.

## **ARTICLE 14 PAY FOR USE OF EMPLOYEE OWNED AUTOMOBILES, TRAVELING TIME AND EXPENSES**

### SECTION 1

- a. The Employer shall not favor or discriminate against any employee by reason of the use of his personally-owned car in the service of the Employer.
- b. Employees, when using their own cars, in the Employer's service and at the Employer's direction, shall be compensated for at the rate in accordance with Internal Revenue Service Regulations with a minimum of Two Dollars and Fifty Cents (\$2.50) per day.
- c. Employee-owned motor vehicles shall be used in service of the Employer only when approved by a supervisor, assistant foreman or manager.

SECTION 2 When the Employer deems it necessary to board men near a job, such men shall be paid a daily meal allowance up to a total of \$50 (fifty dollars), with receipts, plus the reasonable cost of room when employee is required to be away from home overnight. If an employee requests to return home rather than remain overnight, subject to approval of the Company, the employee may be paid ten dollars (\$10.00) in lieu of hotel expenses, but not

mileage allowance, shall be paid from the job to home or return to the job, nor shall any payment be made for time spent traveling, and he will be expected to work his normal hours.

SECTION 3 Truck, tool, and uniform policies will be established and published by management.

SECTION 4 Employees who work more than 10.5 consecutive hours shall receive a \$10 meal allowance.

## **ARTICLE 15 WAGE RATES**

SECTION 1 The wage scales to be placed in effect are set forth in Schedule 'A' of this Agreement.

SECTION 2 Increases or decreases in the basic rates of pay shall not be made effective while the employee is absent due to sickness, accident, or on an authorized leave of absence.

SECTION 3 When an employee is absent, for any reason except for leave of absence for military service, where credit for time for wage purposes is provided by law, for a continuous period of more than thirty (30) days, the interval from his last regular increase until the employee's next regular increase following return to duty, is extended one (1) month for each thirty (30) day period or major portion thereof beyond the first thirty (30) days absence.

SECTION 4 It is understood and agreed that new employees may be hired at any rates indicated on the progression table shown in Schedule 'A' attached, consistent with their training, experience and other qualifications. Subject to the provisions of Article 15 – Section 3, hereof, such employee shall thereafter progress in conformity with the periods and amounts shown on that portion of Schedule 'A' beyond the rates at which they are employed.

SECTION 5 New positions will be posted.

## **ARTICLE 16**

### **HIGH VOLUME COMMISSIONED INSTALLER**

SECTION 1. High volume can best be described as a program designed to sell numerous systems with recurring revenue and such systems can normally be

installed in less than one day. Such systems are designed for the low end of the residential or commercial market. The Employer reserves the right to eliminate and reinstate the High Volume Commissioned Installer program at any time and/or transfer employees between HVCI and hourly Installation as business needs dictate. Employees assigned to high volume installation work will be paid a commission in accordance with Schedule "B" or hourly in accordance with Schedule "A".

SECTION 2. The provisions of ARTICLE 6, SECTIONS 2, 3 and 5 do not apply to employees paid commission under Schedule "B". Employees paid under Schedule "B" will be eligible for overtime after 40 hours weekly. The Employer will attempt to distribute overtime as equally as practical among the employees in the same office to which they are assigned.

SECTION 3. Employees paid under Schedule "B" may be placed on the on call list. They shall receive \$130 per week plus credited any additional hours for overtime purposes for time worked. Employees who leave their home to respond to calls shall be credited a minimum of 3 hours for overtime purposes.

## **ARTICLE 17**

### **BULLETIN BOARD**

SECTION 1 The Employer shall furnish space on a Bulletin Board for the posting of Union Bulletins, etc.

SECTION 2 The use of Bulletin Boards shall be confined to:

- a. Factual notices and announcements of the Union pertaining to the following:
  1. Union meetings
  2. Union elections and nominations
  3. Appointments of Union officers
  4. Union social and recreational affairs
- b. Regularly issued financial statements of the Union.
- c. Jointly signed minutes of conferences between the Union and the Employer.
- d. Agreements concluded by the Union and the Employer.
- e. Such other material as may be approved in writing prior to posting by the Employer.



**ARTICLE 18  
LEAVE OF ABSENCE**

SECTION 1 A leave of absence without pay may be granted to an employee, work conditions permitting, under the following conditions:

1. Leave of absence will be granted, initially, for a period not exceeding ninety (90) days.
2. Leave of absence may be extended, upon written request, but in no case for a period of more than an additional ninety (90) days.
3. Employee will receive no wages during his absence.
4. Employee will not accept employment of any kind or engage in self-employment.
5. Employee's service record is governed by the rules and regulations of the Benefit Plan.
6. Employee's return to work will be subject to employment conditions at that time.

SECTION 2 A leave of absence without pay may be granted only when there is a good reason for expecting the employee to return to employment, and only for the following reasons:

1. To attend school;
2. To get married;
3. To perform civic duties;
4. To attend religious functions;
5. For performance of ordered military duty in the service of the State or Federal Government;
6. For any other cause agreeable to the Employer;
7. Conditions covered by the Family and Medical Leave Act.

SECTION 3 The Company will allow one (1) union Steward up to four (4) unpaid days during the term of the agreement to attend CWA convention, meetings or trainings with two-weeks notice.

**ARTICLE 19  
WORK STOPPAGE**

SECTION 1 During the term of this Agreement, or any extension thereof, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them, shall encourage, direct, authorize, condone, participate in, threaten or sanction any strike, including any sympathy strike, stay-in, walk-out or other interference with or interruption of work.

The Company agrees there will be no lockouts during the term of the agreement.

**ARTICLE 20  
SAFETY**

A safe environment and efficient work operations are of mutual concern to the Employer and the Union. The parties mutually recognize the need for a work environment where all phases of the work can be achieved safely, as well as the need to promote better understanding and acceptance of safety principles by all employees, thereby ensuring not only their own safety but that of fellow employees, customers, and the general public.

The company shall purchase safety gloves and safety goggles to be worn over prescription glasses. The company will also purchase one pair of safety boots for each technician.

The Employer shall act in accordance with the Hazardous Communications Act.

The parties recognize the *current* Employer's Drug and Alcohol policy and any subsequent revisions shall apply to all employees within the bargaining unit. The Union shall be notified of any revisions thirty (30) days prior to implementation.

**ARTICLE 21  
ANCILLARY BENEFITS**

The Company may unilaterally confer other benefits not specifically listed in the contract which are offered to non-bargaining unit employees. These benefits will be subject to terms and conditions contained in the applicable plan documents. The Company reserves the right to modify and/or terminate these benefits at any time.

**ARTICLE 22  
PAF**

The Company and the Union agree to implement the following provisions for the payroll deduction of CWA PAF (Political Action Fund)

1. The Company will make collection of CWA-PAF funds once each month through payroll deduction from employee's pay, upon receipt of a written authorization form signed by the individual employee and delivered by the Union to the respective Company.

2. The Company also agrees to remit the amounts so deducted to the designated representative of the Union, and to furnish the Union one (1) copy of the list of employees for whom such deductions have been made and the amount of each deduction. The Company also agrees to furnish the Union one (1) copy of a list of employees for whom no deductions have been made together with the reasons therefore.

3. The Union agrees that the Company assumes no liability in the administration of this memorandum and further agrees to indemnify and hold harmless Company, its directors, officers and agents and employees from an against any and all claims, demands, actions lawsuits or any other forms of liability, monetary or otherwise.

## **ARTICLE 23**

### **LICENSING/TRAINING**

SECTION 1. All licenses (except driver's licenses) which are required by the employee to perform his/her job function by state and/or local law will be paid by the Employer.

SECTION 2. There shall be an "in-house" training committee made-up of members of both management and the union that will meet in a timely fashion to discuss training needs as well as discuss the implementation and administration of training programs. Both company and the union agree that training is not only necessary but benefits both sides.

## **ARTICLE 24**

### **SEPARABILITY/AGREEMENT OF PARTIES**

If the enactment of legislation, or a determination of a court of final jurisdiction (whether in a proceeding between the parties or in one based on a similar statement of fact) invalidates any portion of this Agreement it shall not affect the validity of the rest of this Agreement, which shall remain in full force according to its terms in the same manner and with the same effect as if such invalid portion had not originally been included herein.

Any provision invalidated under the preceding paragraph shall immediately become the subject of negotiations between the parties in an effort to bring the provisions into conformance.

The provisions of this Agreement constitute the entire agreement between the parties. No waiver or modification of any provision of this Agreement shall be effective unless signed by the parties hereto, and no such writing, applicable to any particular instance or instances,

shall be construed as any general waiver or modification, but shall be strictly limited to extent and occasion specified therein.

**ARTICLE 25**

**TERMINATION DATE**

This Agreement shall be effective from March 1, 2017 and shall remain in effect through February 28, 2019 and thereafter from year-to-year unless prior notice in writing shall be given by either party to the other of its termination, or of any changes desired, sixty (60) days prior to the end of the current term.

IN WITNESS THEREOF, the parties hereto have fully executed this AGREEMENT as of \_\_\_\_\_, 2017.

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

By:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADT, LLC

By:

\_\_\_\_\_

**SCHEDULE A  
EVANSVILLE**

TIME IN SERVICE	3/1/2016	3/1/2017	3/1/2018
START	\$14.07	\$14.42	\$14.78
6 MONTHS	\$14.93	\$15.30	\$15.69
12 MONTHS	\$15.95	\$16.35	\$16.76
18 MONTHS	\$16.93	\$17.35	\$17.79
24 MONTHS	\$18.17	\$18.62	\$19.09
30 MONTHS	\$19.81	\$20.31	\$20.81
36 MONTHS	\$21.65	\$22.19	\$22.75

Lead - \$1.00 over top pay

The Company will implement the ADT NICET Certification Program effective March 1, 2004