

**AGREEMENT**

**ADT SECURITY SERVICES, INC.**

**INDIANAPOLIS, INDIANA**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA**

**AFL-CIO**

**JULY 7, 2011 – JULY 6, 2014**

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## **AGREEMENT**

This Agreement made and entered into the 7th day of July 2011, by and between the ADT Security Services, Inc., (Indianapolis, 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 economical 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. Accordingly, labor management meetings will be held quarterly to discuss matters of mutual interest.

## **ARTICLE 1**

### **MUTUAL RECOGNITION OF RIGHTS**

**Section 1.** The employer hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, wages, hours and other conditions of employment for the employees in the bargaining unit described below, for whom the Union was certified by the National Labor Relations Board on December 26, 1972 in case number 25-RC-5176, including all servicemen and operators certified on May 23, 1979 in case number 25-RC-7178 employed by the employer at its facilities located in the greater Indianapolis, Indiana area; excluding office clerical employees, salesmen, confidential employees, professional employees, alarm service investigators, supervisors, relief service supervisors and guards as defined in the Act and for whom the Union was certified by the National Labor Relations Board November 6, 1984 in case number 25-RC-8092, including all servicemen employed by the employer at its facilities located in Muncie, Indiana excluding office clerical employees, salesmen, confidential employees, professional employees, alarm service investigators, supervisors, relief service supervisors and guards as defined in the Act.

**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 time, the right to hire, transfer, lay off, promote, demote, assign, discipline or discharge employees for just cause, 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 and transfer employees between departments based on the needs of business is vested exclusively in the Employer, subject, however, to the provisions of this Agreement.

**Section 3.** All present employees who are now members of the Union or who hereafter become members of the Union and all new employees following thirty (30) days of employment will be required as a condition of employment to maintain their membership in the Union in good standing during the duration of this Agreement by offering to pay regular monthly dues and initiation fees levied against all members.

**Section 4.** 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 or work that is in process with a sub-contractor for a minimum of thirty (30) days. In such cases, the Employer would be able to subcontract even if bargaining unit employees are on layoff. The company shall have the right to subcontract to a Minority Business Enterprise (MBE) as dictated and restricted by local, state and/or federal contracts, even if it occurs during a layoff.

**Section 5.** There will be a thirty (30) day probationary period for all new employees. Probationary employees shall not be subject to arbitration.

## **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, age, veteran status, disability, religion, ancestry or any other basis as protected by State and Federal laws.

**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 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 15th day after the last payday 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:

- a. Employees hired or rehired
- b. Employees entering or returning from Military Service
- c. Employees revoking authorization to deduct union dues
- d. Employees leaving the company.

**Section 4.** No provision of this Agreement shall be construed as requiring any employee to execute a union dues checkoff authorization.

### **ARTICLE 4**

#### **GRIEVANCE PROCEDURE**

**Section 1.** Grievances must be submitted within thirty (30) calendar days of the alleged violation (or within thirty (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 2nd and 3rd levels involving the Employer and the 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

Manager within ten (10) days, after the supervisor has answered. If not so appealed, the grievance shall be deemed not to exist. The 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, to the General Manager of the Employer and the National 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 except those agreed to in writing by the CWA representative and the Company's 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, on the request of either party, to arbitration, pursuant to the Labor Arbitration Rules 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 even to annotate 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 arbitratable.

## **ARTICLE 6**

### HOURS OF WORK AND OVERTIME

**Section 1.** Servicemen: The following work schedules may be instituted by the Employer for service personnel:

- a. Service personnel may be assigned to schedules between 7:00 a.m. to 7:00 p.m. for any eight (8) hour period plus a lunch period between Monday and Saturday (such workdays will be consecutive). Such schedules may change day to day but must start on the hour or half hour. Such schedules shall be established for the succeeding week on the previous Friday.
- b. Service personnel may be assigned to schedules between 7:00 a.m. to 10:00 p.m. for any ten (10) hour period plus a lunch period between Monday and Saturday (such workdays will be consecutive) such schedules may change day to day but must start on the hour or half hour. Such schedules shall be established for the succeeding week on the previous Friday.
- c. Service personnel assigned to repair and maintenance work may be scheduled so as to provide 24 hours a day, seven days a week coverage. Such schedule will be 8 hours a day exclusive of a lunch period and the workdays shall be consecutive. All schedules will provide at least one day off on weekends among qualified employees. Volunteers will be solicited for schedules other than 8:00 a.m. to 4:30 p.m., Monday through Friday. If no qualified volunteers exist, assignment will be based on reverse seniority for qualified employees. Volunteers may request periods

- greater than four (4) months but only in increments of four (4) months.
- d. Wages shall be paid weekly.

**Section 2.** Employees shall be compensated for time worked in the excess of eight (8) hours in a day at time and one-half. Employees scheduled four (4) – ten (10) -hour workdays shall be compensated for the time worked in the excess of ten (10) hours in a day at time and one-half. Employees will be compensated for time worked beyond forty-hours in a workweek at time and a half. Employees will be compensated at time and one-half for all hours worked on a guaranteed paid holiday. There shall be no compounding, duplicating or pyramiding of overtime payments of any description. For purposes of calculating overtime on a daily or weekly basis, paid or unpaid sick time shall not be included in such calculation.

**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.

All S-1 employees, not including HVCI, that are deemed qualified by management will be on the "call-out" list.

Service personnel assigned pager duty shall receive one hundred dollars (\$125.00) per week. Pager duty will be rotated by seniority; such employees on pager duty must be qualified. An employee on pager duty will be guaranteed an eight (8) hour rest period from the time he returns home from the final call-out.

Employees will not be assigned a "call-out" week if it conflicts with a vacation week requested prior to the posting of the "call-out" list. If an employee requests vacation after the "call-out" list has been posted, it will be his responsibility to find a qualified replacement.

When an employee is contacted by telephone during his off-hours and such call is authorized by a supervisor, the employee shall be compensated one-half hour's pay at time and one-half. The telephone call must be work related and not caused by the receiving employee. Telephone calls resulting in actual call-out will be paid in accordance with preceding paragraph.

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

## **ARTICLE 7**

### **HOLIDAYS**

**Section 1.** All employees shall receive a total of eleven (11) holidays annually as per the ADT holiday schedule. Such schedule shall be posted prior to January 1 of each year.

**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 workday 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 employees 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 company schedule based upon length of continuous service.

**Section 2.** Employees entitled to two or more weeks of vacation will continue to be permitted to choose, on the basis of seniority, two weeks of vacation during the period May 1st through October 31st of each year. Earned odd days, as well as third and fourth weeks of vacation, shall be scheduled between November 1st and December 31st, or between January 1st and April 30th of each year. Where business conditions permit, the employer may allow an employee who is eligible for three or more weeks vacation to take vacation time consecutively to accommodate a special personal reason. Vacation eligibility shall be posted by February 1 of each year for all employees. Employees must schedule vacation by March 15th. Any schedule conflicts for the first two weeks of vacation shall be resolved through the principle of seniority by April 1st. Any vacation not scheduled and approved by management by April 1st will require a minimum of two (2) weeks' notice and management approval without regard to seniority. After everyone has been give the opportunity to schedule their first two weeks of vacation, all remaining vacation then can be scheduled by seniority on or before April 1st. All vacations must be scheduled by October 1st.

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

## **ARTICLE 9**

### **PAID ABSENCES**

**Section 1.**

- a. An employee shall be paid at his or her regular rate of pay of three (3) days pay, during absence required for attending the funeral of a member of the employee's immediate family as defined, for the purpose hereof, to include the employee's mother, father, sister, brother, husband, wife, child, mother-in-law, or father-in-law, grandparents or grandchildren. It is understood that "step" is inclusive of such relatives and includes his spouse/domestic partner\*.
- b. It is mutually agreed that when the employee's regularly scheduled days off occur during this period, he shall receive no pay for these days nor shall he extend his period of absence beyond the time required for attending the funeral.
- c. It is also mutually agreed that circumstances may arise which justify payment should be made in these circumstances based on the facts surrounding the particular incident.

***\* Subject to Tyco Fire and Security 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.** Payment for the first week of absences due to sickness disability or off-duty injuries may be made on the following basis:

- a. Employees having less than 2 years of service, no payment
- b. Employees having 2 years but less than 5 years, payment to begin on the third scheduled day not worked
- c. Employees having 5 years, but less than 10 years, payment to begin on the second scheduled



- day not worked
- d. Employees having 10 years and over, payment to start on the first scheduled day not worked
- e. The Employer may require a certificate from a doctor of medicine as proof of incapacity resulting from illness or injury.

## **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 service with the Employer shall be known as company seniority. Length of service within the bargaining unit shall be known as bargaining unit seniority.

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

There shall exist two (2) seniority lists for lay-off purposes; one seniority list for residential and one for commercial based upon their bargaining unit seniority. In the event of a layoff, employees shall be recalled in reverse bargaining unit seniority. When vacancies occur, the company shall notify employees by registered mail. If an employee fails to report within five days of notification, the company will move to the next employee on the list. The company may fill the vacancy immediately with any employee on layoff until the process above produces a candidate. Right of recall shall expire after a break in service based upon an employee's bargaining unit seniority as follows:

Years of Bargaining Unit Seniority	Break in Service
Less than 3	6 months
From 3 to 10	1 year
Over 10	2 Years

Employees who resign or are terminated for cause shall forfeit their company and bargaining unit seniority.

For employees who have transferred or bid jobs within 45 days of a layoff which changed their seniority list, they shall be returned to their former list for layoff purposes.

A seniority list will be provided and updated by the General Manager and forwarded to the CWA Local 4900 Vice President. Seniority with the Union will affect the following:

- Vacation Selection
- Lay-offs
- Job posting if skill and ability are equal
- Out-of-town assignments
- Transfers
- Pager duty

## **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 re-employment 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 re-hired within a two-year period, his severance pay rights shall be re-established 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.

## **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.
- d. The Company will pay the first one hundred dollars (\$100) when an accident occurs during working hours when using a personal vehicle.

**Section 2.** When the Employer deems it necessary to board men near a job, such men shall be paid an allowance at the rate of up to fifty dollars (\$50.00) per day with receipts, plus the reasonable cost of a room when the employee is requested to be away from home overnight.

**Section 3.** Employees assigned take home vehicles shall be responsible for the first 45 minutes of commuting time when (reporting from home to) or (traveling home from) a job site.

## **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-day (30) 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.

## **ARTICLE 16**

### **HIGH VOLUME COMMISSIONED INSTALLER**

A High Volume Commissioned Installer will be part of the agreement. 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 residential or commercial market.

Employees assigned to high volume installation work will be paid according to Schedule "B".

The provisions of Article 6 will not apply to HVCI.

As additional high volume systems are developed, the employer retains the right to develop and implement such systems, but is required to negotiate the compensation for such systems and reach an agreement with the union.

## **ARTICLE 17**

### **BULLETIN BOARD**

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

- a. Leave of absence will be granted, initially, for a period not exceeding ninety (90) days.
- b. Leave of absence may be extended, upon written request, but in no case for a period of more than an additional ninety (90) days.
- c. Employee will receive no wages during his absence.
- d. Employee will not accept employment of any kind or engage in self-employment.
- e. Employee's service record is governed by the rules and regulations of the Benefit Plan.
- f. 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:

- a. To attend school
- b. To get married
- c. To perform civic duties
- d. To attend religious functions
- e. For performance of ordered military duty in the service of the State or Federal Government
- f. For any other cause agreeable to the Employer
- g. Family Medical Leave Act.

## **ARTICLE 19**

### GENERAL

**Section 1.** Credit Union – At the request of any member of the Bargaining Unit, the Employer will provide payroll deductions for the Indiana Telco Federal Credit Union.

**Section 2.** Job Posting: When a position opens in a classification within Indianapolis or Muncie for which the employees of the bargaining unit may qualify, the job opening shall be posted for a period of ten (10) working days to give the employee the opportunity to apply in writing for the job. The Employer will consider all applications and will make the selection on the basis of knowledge, training, ability, skill and efficiency, with due regard to seniority when such factors are equal. The Employer will not post temporary, vacant positions when such vacancies are due to vacations, illness or temporary absences. The employee shall have the opportunity to return to the prior job after a promotion for thirty (30) days if the former job is still available.

**Section 3.** 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.

**Section 4.** A "Training Committee" will be created to identify and prioritize training needs. The committee will be made up of two employees from the Union and two members from management who will meet quarterly to recommend the identified training needs to management for purposes of administering and scheduling.

**Section 5.** The Company will reimburse employees up to \$50 annually for the purchase of OSHA approved safety shoes as required.

## **ARTICLE 20**

### WORK STOPPAGE

**Section 1.** Since adequate provision has been made in this Agreement for settlement for all disputes that may arise between the parties, the Union agrees that it will not encourage, sanction, authorize or approve any strike, work stoppage, slowdown, or interruption of work during the term of this agreement and that it will actively endeavor to prevent or terminate any such activity by any of its members, and the employee agrees that there shall be no lock-out. It is agreed that any employee engaging in any of the activities prohibited by this Article, shall be subject to such discipline as the Employer shall deem appropriate.

**ARTICLE 21**

**ANCILLARY BENEFITS**

The parties agree the Company may unilaterally confer other benefits not specifically listed in the contract. These benefits will be subject to terms and conditions contained in the applicable plan. The Company reserves the right to modify and/or terminate these benefits at any time.

**ARTICLE 22**

**TERMINATION DATE**

The terms and conditions of this Agreement shall constitute the sole and complete agreement between the parties for the period between July 7, 2011 through July 6, 2014 with respect to rates of pay, wages, hours of employment and other conditions of employment, whether specified or referred to in this Agreement or not. This Agreement remain in effect through July 6, 2014, 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 duly executed this AGREEMENT as of

\_\_\_\_\_.

COMMUNICATIONS WORKERS

OF AMERICA, AFL-CIO

ADT SECURITY SERVICES, INC.

BY: \_\_\_\_\_

By: \_\_\_\_\_

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## SCHEDULE A

	7/1/2010	7/1/2011	7/1/2012	7/1/2013
START	\$12.06	\$12.33	\$12.63	\$12.95
4 MONTHS	\$12.34	\$12.61	\$12.93	\$13.25
8 MONTHS	\$12.54	\$12.82	\$13.14	\$13.47
12 MONTHS	\$13.29	\$13.59	\$13.93	\$14.28
18 MONTHS	\$13.91	\$14.22	\$14.57	\$14.94
24 MONTHS	\$15.16	\$15.50	\$15.89	\$16.29
30 MONTHS	\$15.85	\$16.21	\$16.62	\$17.03
36 MONTHS	\$16.47	\$16.84	\$17.26	\$17.69
42 MONTHS	\$17.68	\$18.08	\$18.53	\$19.00
48 MONTHS	\$21.39	\$21.88	\$22.42	\$22.98

Service personnel assigned to lead duties shall receive \$1.00 over scale. Employees assigned to any shift starting after 12 Noon shall receive shift differential at \$0.50 cents on the hour.

Service personnel assigned to Systems Service Technician responsibilities shall receive one dollar and fifty cents (\$1.50) over scale.

### **SERVICEMAN-INSTALLER/INSPECTOR**

	7/1/2010	7/1/2011	7/1/2012	7/1/2013
START	\$11.76	\$12.03	\$12.33	\$12.64
6 MONTHS	\$12.56	\$12.85	\$13.17	\$13.50
12 MONTHS	\$13.40	\$13.70	\$14.04	\$14.39
18 MONTHS	\$14.26	\$14.58	\$14.95	\$15.32
24 MONTHS	\$15.10	\$15.44	\$15.82	\$16.22

Such position (and wage schedule) will be an entrance level position for new hires employed after October 24, 1990. Such employees will be assigned to "high volume" installations. Such employees may also be assigned to inspection work (limited repair duties). Such employees may assist servicemen in other installation (conventional work and perform work such as running wire and conduit, mounting devices, contacts or foil.

Servicemen-Installer/Inspector may be promoted to full serviceman status upon passing a written test. Appointments to the full serviceman position will occur as positions become available. The test will be based on electricity, ADT tech bulletins and alarm knowledge (past and present technology). The Company will provide training sessions in off-hours.

Implement ADT NICET Certification Program.