

AGREEMENT

ADT LLC

(Cincinnati/Cleveland)

&

COMMUNICATIONS WORKERS OF AMERICA

AFL-CIO, CLC

LOCAL UNION 4400 & 4484

(JUNE 1, 2021 TO May 31, 2023)

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AGREEMENT

This Agreement made and entered into this 2nd day of June, 2015, by and between ADT LLC 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 and the employees and the public.

This will confirm the Company's agreement to conduct Departmental Meetings quarterly with dates mutually agreed upon between Union Steward(s), Supervisor(s), and all Union members, to explain the benefits that are derived from maintaining a harmonious Labor/ Management relationship, and to discuss any other items agreed upon.

All Employer Meetings to be on Company time.

ARTICLE 1

MUTUAL RECOGNITION OF RIGHTS

SECTION 1.

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 originally described in Case Number 8RC-6105, Case Number 8-RC-13921, Case Number 9-RC-11755, Case Number 8-RC-7381, Case Number 8-RC-8898 and Case number 6-RC-7075) located at its offices in Broadview Heights, Norwood, Canton and Akron, Ohio classified by the Employer as technician engineers/install design specialist, residential installers, residential service technicians; excluding all other employees classified by the Employer including but not limited to professional employees, customer service employees, office clerical, 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 facilities 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 time, the right to hire, transfer, layoff, promote, demote, discharge for 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. 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. Subcontracting of work is prohibited when it would result in reduction of regular work hours or regular work of any of the unit employees; however, the Company has the right to subcontract to a Minority Business Enterprise (MBE) when an MBE is required or necessary to secure business or to a subcontractor pursuant to a project labor agreement.

SECTION 5. In order to assure continuity of service, it is agreed that a Supervisor shall not perform serviceman work except for the purpose of training or instruction of Service employees or in major emergency situations. Supervisors shall not handle emergency call-outs except when Service employees assigned to the particular central station are not available or except in major emergency situations.

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, veteran status, disability, religion, ancestry, gender, sexual orientation, union affiliation or any other basis protected by law.

SECTION 4. The Union shall be allowed to meet with new employees on company time. Such meeting shall take place within the first two weeks of employment and should not exceed thirty (30) minutes. Furthermore, the Union shall be notified in a timely fashion of new hires and the Company will provide the Union with a report of Union employees and dues paid at the end of each month.

SECTION 5. The Employer agrees that the International 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 CHECK-OFF

SECTION 1.

A) For the period of this Agreement, upon receipt of a written personally signed authorization on a form approved by the 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 were 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 the Agreement, under the following conditions:

- a) Employees hired or re-hired
- 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 check-off authorization.

SECTION 5. The company will provide the Union a list of all associates paying union dues on a monthly basis.

ARTICLE 4
GRIEVANCE PROCEDURE

SECTION 1. Except as mutually agreed to by the Union and the Employer, the following procedure shall be followed for the purpose of adjusting grievances:

Note: Any grievance must be submitted to Step 1, in writing by a Steward, within 30 working days of the occurrence or within 30 working days of when the occurrence became known to the grievant.

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 three (3) working days.

STEP 2. If the grievance is not settled satisfactorily in Step 1, it may be appealed in writing to the Appropriate Manager within ten (10) working 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 Regional Human Resources Manager and the 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 will handle each of the steps in the grievance procedure. **SECTION 4.** Employees 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, on the request of either party, to arbitration, pursuant to the Labor Arbitration Rules of the Federal Mediation and Conciliation Service, 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 antedate 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 and 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 of such change in schedule, if practicable. 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.

Section 2 – All overtime daily in excess of eight (8) hours, for those who work an eight hour shift, weekly in excess of forty (40) hours or work on non-scheduled days shall be compensated for at one and one half (1 ½) times the employee's regular hourly rate. No employee shall be compensated at more than (1 ½) times their regular hourly rate except for work performed on designated holidays. The Company will provide 48 hours advance notice prior to mandating overtime when practicable. The Company will endeavor to limit mandatory overtime to six (6) consecutive days; however, this limitation does not apply when all employees of the affected department are required to work overtime. The Company will endeavor to equalize overtime if practicable.

Section 3 – Assigned Employees who's regular shift starts at or after 11 am shall receive a differential at the rate of fifty cents (\$.50) per hour for all hours worked. This differential shall not apply to employees who volunteer or are hired into these shifts.

Section 4 – The Company will designate the number of employees necessary to provide after hours coverage by location. Employees assigned on call shall receive four (4) hours of overtime for each week

of standby. Employees who respond to after-hours calls at a customer location from home shall receive a minimum of three (3) hours of overtime pay. Employees shall be compensated from the time they leave their home until they reasonably return home. All other calls shall be paid at overtime for hours worked in increments of thirty (30) minutes.

Local management and union representatives at each location will determine a method for assigning on call, which shall include all qualified employees, in order to equalize the amount of on-call employees are assigned. In the event local management and the union representatives cannot reach agreement, the decision shall be made by the Director of Labor Relations after consulting with the CWA District Representative.

ARTICLE 7

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 from HVCI to 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 expectation is employees will work eight hours per day, five days per week. Employees will be eligible for overtime after eight hours daily or 40 hours weekly.

SECTION 3. The provisions of the Hours of Work Article do not apply to employees paid commission under Schedule "B".

ARTICLE 8

HOLIDAYS

SECTION 1. The following days shall be recognized as holidays:

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

3 Floating Holidays

Regarding The Day After Thanksgiving, Christmas Eve and New Year's Eve, the Company will allow as many employees off as practicable, provided they have available floating holidays remaining, subject to management approval.

SECTION 2. Floating holiday may be taken at the discretion of the employee, provided seventy-two (72) hours notice has been received by the employee's supervisor. It will be handled as vacation in number of people off at any one time. Employees who are not required to work on these days shall be paid 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 and the day after Thanksgiving.

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. If a guaranteed paid holiday falls on an employee's regular day off, he shall be paid straight time for the day, or at the discretion of the Employer be allowed a day off in lieu thereof.

SECTION 6. The above listed holidays shall be observed on the calendar day except:

- A) Unless changed as provided by (a), when a calendar holiday falls on a Sunday, it shall be observed on the following Monday.
- B) Unless changed as provided by (a), when a calendar holiday falls on a Saturday, it shall be observed on the preceding Friday.

ARTICLE 9 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 Fifteen (15) years	15 Days
Fifteen (15) years or more	20 Days

SECTION 2. Employees entitled to two (2) or more weeks of vacation will continue to be permitted to choose, on the basis of seniority, two (2) weeks of vacation during the period May 1 through October 31 of each year. Earned odd days, as well as third and fourth weeks of vacation, shall be scheduled between November 1 and December 31, or between January 1 and April 30 of each year. Where business conditions permit, the Employer may allow an employee who is eligible for three (3) or more weeks of vacation time consecutively to accommodate a special personal reason.

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.

SECTION 4. If an Employee's vacation is interrupted due to severe illness or accident that requires hospitalization, 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 one week of vacation into the next year, with management approval, provided such vacation is used prior to February 28th.

ARTICLE 10 PAID ABSENCES

SECTION 1.

A) Employees are eligible to take up to five (5) workdays with pay to attend the funeral and take care of personal matters related to the death of a member of their immediate family, which includes their spouse, child (including step children), parent, or sibling. Employees may take up to three (3) workdays with pay for the death of any other member of their immediate family. These family members are defined as their spouse's parent, grandparents, or blood relatives residing in the same household.

B) It is mutually agreed that when the employee's regularly scheduled days off occur during the 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 other than those provisions covered in Section 1. The Employer will determine if payment should be made in these circumstances based on the facts surrounding the particular incident. Denial by Supervisor may be appealed to the General Manager.

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 rates 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 two years service, no payment.
- b) Employees having two years, but less than five years, payment to begin on the third scheduled day not worked.
- c) Employees having five years, but less than ten years, payment to begin on the second scheduled day not worked.
- d) Employees having ten years and over, payment to start on first scheduled day not worked.

The Employer may require a certificate from a doctor of medicine as proof of incapacity resulting from illness or injury.

ARTICLE 11

PLAN FOR EMPLOYEES' PENSIONS DISABILITY BENEFITS AND DEATH BENEFITS

The Employer hereby agrees that the provisions of the Plans covering pensions, disability benefits 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. Should the Employer elect to alter or modify the Plan, the Employer will notify the Union of such alterations or modifications. Any improvements to the plan shall be automatically implemented during the term of this agreement.

ARTICLE 12

GROUP HOSPITALIZATION AND SURGICAL INSURANCE

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 ADT LLC employees under the corporate hospitalization, surgical and dental plans. Employee contributions for such benefits will be identical as those paid by the majority of ADT LLC

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. Any improvements to the plan shall be automatically implemented during the term of this agreement.

ARTICLE 13

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.

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

SECTION 4.

A) It is mutually agreed that when a lay off (reduction in work force due to lack of work) is made, the principle of bargaining unit seniority shall apply.

There shall be two (2) seniority lists for lay-off, one for installation and service technicians and one for warehouse employees. Employees will have the opportunity to take a position of a less senior employee within their respective seniority list. Additionally, technical employees with more than three years of bargaining unit seniority will have the opportunity to bump a less senior technician on another list provided they are able (with reasonable training) to perform the functions of the job, in the opinion of management, within 30 days. If the union disagrees with management's opinion, the District Staff Representative may appeal such decision to the Director of Labor Relations.

B) In the event of a layoff, two (2) weeks advance notice will be given to the Union.

SECTION 5. The right of seniority in reemployment 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 to work 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 6. A voluntary resignation or a discharge shall terminate seniority. Seniority shall terminate after nine (9) months of unemployment (layoff), absence on authorized furlough, or because of sickness or accident disability with respect of employees having less than two (2) years of accumulated seniority; after one and half (1-1/2) year of unemployment (layoff) or absence through any such case with respect to employees having two (2) but less than seven (7) years accumulated seniority; and after the two (2) years of unemployment (layoff) or absence through any such cause with respect of employees having seven (7) or more years of accumulated seniority.

SECTION 7. During a leave of absence or a period of layoff, an employee is not eligible to receive the benefits provided in this Agreement.

ARTICLE 14 **SEVERANCE PAY**

SECTION 1. In the event of a layoff, each employee with more than five (5) years of continuous service with the Employer so laid off, shall receive severance pay at the rate of one (1) week's pay for each full year of continuous service. Such payment shall be based on the employee's authorized hourly wage in effect at the time he is laid off.

SECTION 2. If an employee who has received severance pay is rehired and the 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 ten percent (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 (2) 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.

ARTICLE 15 **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 per mile and/or minimum two dollars and fifty cents (\$2.50) per day in accordance with I.R.S. regulations.
- C) Employee-owned motor vehicles shall be used in service of the Employer only when approved by a Supervisor or Manager.
- D) The Company agrees to pay the first One Hundred Dollars (\$100.00) for repair of Employee's car involved in an accident while being used on Company business after it has been proven that the Employee was not at fault and was unable to be reimbursed by Insurance Company.
- E) If personal equipment is required and is kept on vehicle and stolen, Company will pay 100 percent of replacement. Equipment must be pre-approved before employee can purchase and/or replace.
- F) The employer may require an employee to carry in their personal vehicle material which will fit in a box 14 x 14 x 18 and tools necessary to perform their job.

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 Sixty-Five Dollars (\$65.00) a day, plus reasonable cost for room when employee is required to be away from home overnight. Employees will receive one weeks' notice for out of town assignments when practicable.

If any employee requests to return home rather than remain overnight, subject to approval by Employer, the employee may be paid Ten Dollars (\$10.00) in lieu of hotel expenses, but no 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.

SECTION 3. An employee will receive a meal allowance of a sum not to exceed Ten Dollars (\$10) when required to work twelve (12) consecutive hours.

SECTION 4. Employees assigned a company vehicle are responsible for up to 50 minutes of unpaid commuting time from their home to their first job in the morning and up to 50 minutes of unpaid commuting time from their last job to their home each day.

ARTICLE 16 WAGE RATES

SECTION 1. Schedule "A" of this Agreement represents the minimum hourly wages of employees covered by this agreement. Nothing in this agreement shall limit management's ability to offer alternate systems of compensation; provided such systems do not compensate employees less than the Schedule "A" rate based upon their years of service on an annual basis. Any alternate compensation system introduced may be modified or discontinued at any time for any reason. Any action taken pursuant to an alternate compensation plan, other than disciplinary, shall not be subject to the grievance and arbitration provisions 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 of the rates indicated on the progression tables shown in Schedule "A" attached, consistent with their training, experience and other qualifications. Subject to the provisions of Article 15, hereof, such employees 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 17
JOB POSTING

When a vacant position occurs, Management shall have the right to assign an Employee to fill the vacant position for a period of two (2) weeks pending posting and filling the vacant position. The Employer agrees to post the opening for a period of five (5) days to afford interested persons the opportunity to bid for the position.

ARTICLE 18
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 the 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 19
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 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 Government or Federal Government.
- F) For any other cause agreeable to the Employer
- G) The Family and Medical Leave Act.

SECTION 3. In the event the CWA Union president is a full time employee of the Company, the Company agrees to allow the president up to 5 unpaid days in any one year to conduct negotiations for TYCO Integrated Security. In addition, the Company will allow the President or their designee to take unpaid leave to attend National and District CWA Conventions. The Company will also allow up to two (2) union Stewards up to four (4) unpaid days during the term of the agreement to attend CWA training.

ARTICLE 20
WORK STOPPAGE

SECTION 1. Since adequate provision has been made in this Agreement for settlement of all disputes that may arise between the parties, the Union agrees that it will not encourage, sanction, authorize or approve any strike, sympathy 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. 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
MISCELLANEOUS

SECTION 1. The Employer shall act in accordance with the Hazardous Communications Act.

SECTION 2. The parties recognize the ***current*** Employer's Drug and Alcohol policy and any subsequent revisions shall apply to all employees within the bargaining unit.

SECTION 3. 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 4. 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 define training needs as well as decide the implementation and administration of training programs. Both company and the union agree that training is not only necessary but benefits both sides.

SECTION 5. There shall be a semi-annual bonus paid, based on the calendar year, for perfect attendance of \$300.00.

SECTION 6. The company will provide \$80.00 annually towards the purchase of prescription safety glasses or safety shoes, following the submittal of a receipt. Any future improvements made to the ADT LLC ***Company*** Safety Program shall be automatically passed on to employees covered by this labor agreement.

SECTION 7. Employees must sign the receipt for acknowledgment for the ADT LLC Employee Handbook ***and subsequent revisions.***

ARTICLE 22
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.

It is agreed that no such right, function or prerogative shall be limited by any past or present practice or course of conduct or otherwise than by the express provisions of this Agreement.

ARTICLE 23
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 24
CREDIT UNION

The Employer agrees to deduct from each employee, who so authorizes it in writing, a specified sum each and every payroll and to pay this sum to the United Telephone Credit Union, bi-weekly. The employee may revoke at any time this authorization and assignment by filing with the Employer and the Credit Union, a statement in writing that he does not wish the employer to continue making such deductions, provided such revocation shall not be effected to ten (10) days from the date it is received by both the Employer and the Credit Union.

ARTICLE 25
TERMINATION DATE

This Agreement shall be effective from June 1, 2021, and remain in effect through May 31, 2023 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 the event of inadvertent failure by the Union to give the notice set forth in Section 1 of this Article, such party may give such notice any time prior to the termination or automatic renewal date of this Agreement.

IN WITNESS THEREOF, the parties hereto have duly executed this Agreement as of _____.

COMMUNICATIONS WORKERS OF AMERICA:

CWA Representative

Date

ADT, LLC:

James Nixdorf, Director – Labor Relations

Date

1. Memorandum of Agreement

The parties agree, for remaining weeks in calendar year 2021, if employees work three consecutive six day weeks, they will not be scheduled for more than five (5) days for the following week. If customer needs dictate a departure from this policy, the Company will discuss this with CWA representative prior to assigning employees. At the end of 2021, the agreement shall end unless mutually agreed to by the parties.

SCHEDULE A

	6/1/20	6/1/21	6/1/22
Start	\$16.47	\$16.88	\$17.26
6 Months	\$18.73	\$19.20	\$19.63
12 Months	\$19.58	\$20.07	\$20.52
18 Months	\$20.94	\$21.46	\$21.95
24 Months	\$22.41	\$22.97	\$23.49
30 Months	\$24.14	\$24.74	\$25.30
36 Months	\$27.37	\$28.05	\$28.69

Leadman \$1.00 over top

Stock Clerk - top rate is 24 month rate of service technician

Cleveland, Akron, Canton and Cincinnati, Ohio

SCHEDULE A

SERVICE TECHNICIANS

	<u>3/4/2020</u>	<u>Effective</u> <u>4/4/2021</u>	<u>Effective</u> <u>3/6/2022</u>	<u>Effective</u> <u>3/5/2023</u>
Start	\$16.27	\$16.68	\$17.09	\$17.48
6 Months	\$18.51	\$18.97	\$19.45	\$19.88
12 Months	\$19.34	\$19.82	\$20.32	\$20.78
18 Months	\$20.69	\$21.21	\$21.74	\$22.23
24 Months	\$22.14	\$22.69	\$23.26	\$23.78
30 Months	\$23.85	\$24.45	\$25.06	\$25.62
36 Months	\$26.92	\$27.59	\$28.28	\$28.92

Lead \$.75 over top

Senior Service Technician SST \$2.00 over top

Stock Clerk - top rate is 24 month rate of service technician

ERIE, PA - SCHEDULE A

SERVICE TECHNICIANS

	<u>3/4/2020</u>	<u>Effective</u> <u>4/4/2021</u>	<u>Effective</u> <u>3/6/2022</u>	<u>Effective</u> <u>3/5/2023</u>
Start	\$15.61	\$16.00	\$16.40	\$16.77
6 Months	\$17.70	\$18.14	\$18.60	\$19.01
12 Months	\$18.61	\$19.08	\$19.55	\$19.99
18 Months	\$19.78	\$20.27	\$20.78	\$21.25
24 Months	\$21.16	\$21.69	\$22.23	\$22.73
30 Months	\$22.80	\$23.37	\$23.95	\$24.49
36 Months	\$26.32	\$26.98	\$27.65	\$28.27