

**ARTICLES OF AGREEMENT**

BETWEEN

ADT Security Services, INC.

AND

COMMUNICATIONS WORKERS OF AMERICA  
AFL-CIO, CLC

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## AGREEMENT

This agreement made and entered into this 30<sup>th</sup> day of September, 2009 by and between ADT Security Services, Inc. (Southern California) hereinafter called the “Employer” and The Communications Workers of America, AFL-CIO hereinafter called the “Union”.

## MUTUAL INTEREST

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 system which will tend to constantly improve distribution, production and service, while improving the relationship between the Employer, employees and the public.

## ARTICLE 1

### RECOGNITION

The employer hereby recognizes the Union as the exclusive bargaining representative with respect to rates or pay, wages, hours, working conditions, conditions or employment and terms of the agreement for the employees in the bargaining unit certified by the National Labor Relations Board on November 26, 1966 in Case Number 21-RC-10222 and also for employees in the bargaining unit certified by the National Labor Relations Board in case number –21-RC-13951 on January 24, 1975.

Included in the bargaining unit are all full-time and regular part-time employees classified by the employer as Serviceman-1, High Volume Commissioned Installer, Construction, Service Maintenance in Southern California.

Excluded from the bargaining unit are all employees classified by the employer as serviceman-2, special serviceman-1, office clerical employees, guard, professional employees, foremen, assistance foremen, chief clerks, salesmen and confidential employees and all other supervisors are defined in the Act.

## ARTICLE 2

### MANAGEMENT RIGHTS

The operations of the Employer’s business and the direction of the working force including but not limited to 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 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 is vested exclusively in the Employer, subject, however, to the provisions of the agreement.

## ARTICLE 3

### UNION SECURITY

All present employees who are now members of the Union or who thereafter become members of the Union and all new employees following 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.

## ARTICLE 4

### ANTI-DISCRIMINATION

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

SECTION 2. The policy of the Employer and the Union is not to discriminate against any employee because of race, color, sex, creed, marital status, national origin, age, religion, ancestry or any other basis protected by State and Federal laws.

SECTION 3. The Company and Union agree to make arrangements for the Union to be notified in a timely fashion, within forty-eight (48) hours, of new bargaining unit employees and make suitable arrangements for the Union and the new hire to meet.

SECTION 4. 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.

SECTION 5. The masculine pronoun whenever used herein, shall include the feminine and word in the singular shall include the plural, unless the context indicates otherwise.

## ARTICLE 5

### VOLUNTARY CHECK-OFF

Section 1. For the period of this agreement, upon receipt of a written, personally signed authorization of the form approved by the Employer from any employee's subject to this agreement, The Employer will deduct from such employee's pay, the monthly 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 payday of each month, the total deductions made by the Employer, together with a list of those employees from whom such deductions have been made.

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 the Employer against any and all liability and expense of every kind and nature, without any limitations 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 not limited to, such matters as all cost of suits, proceedings, claims, damages and expenses, attorney's fees and court expenses.

SECTION 3. The Employer will submit monthly a list of new hires to Chief Union Steward. 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
- E) Employees transferring

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

## ARTICLE 6

### GRIEVANCE PROCEDURE

SECTION 1. Notwithstanding any language or time limitation in Step 1. A grievance must be submitted in writing to the appropriate manager or designated representative within thirty (30) days of the incident or within thirty (30) days of when the incident would reasonably have become known to the employee, the Union or the grievance will be deemed waived.

SECTION 2. 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 may discuss the grievance with his immediate supervisor for the purpose of adjusting same. The employee shall have the right to have his Union Representative handle the grievance. 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 to the appropriate Manager or designated representative 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.

STEP 3. If the grievance is not adjusted satisfactorily in Step 2, it may be appealed within ten (10) working days to the Regional VP or his designated representative of the employer and the International Representative of the Union.

STEP 4. If not adjusted satisfactorily in Step 3. The grievance shall be subject at the insistence of either party to arbitration for in Article 7.

SECTION 3. Nothing in this agreement shall be construed as restricting the right of an individual employee or 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 4. The Union and the Employer shall keep each other currently informed of their respective duly authorized representative who will handle each of the steps in the grievance procedure.

SECTION 5. Employees shall be compensated for time spent with the Employer's representative on any grievance involving the Employer.

SECTION 6. The number of stewards to management in a disciplinary meeting shall be one (1) to one (1), except for the 3<sup>rd</sup> step, such stewards shall be from the same office.

## ARTICLE 7

### 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 the Agreement, it may be submitted, on the request of either party, to the American Arbitration Association, provided such request is made within forty five (45) days after a decision has been rendered. The decision of the arbitrator shall be final and 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 have no 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 of this agreement, if applicable), the choice of materials, services, products, processes and equipment, or other business questions of like nature, or any dispute which either directly or indirectly involves the interpretation or application of Plans covering pensions, disability benefits, shall not be arbitratable.

## ARTICLE 8

### HOURS OF WORK AND OVERTIME

SECTION 1. The workweek shall be forty (40) hours during any one-work week or eight (8) hours during any workday. The workweek for the purposes hereof shall be the same as the payroll week. Wages shall be paid bi-weekly. Work performed on scheduled days off shall be compensated at the overtime rate. The normal work scheduled for S-1 employees (installation) shall be 6:00AM to 8:00PM with a thirty (30) minute lunch period from Monday through Saturday. Any scheduled shift that begins before 6:00AM or ends after 8:00PM will be paid a shift differential of \$1.00. This applies to installation only.\* However, the Company reserves the right, with a minimum of twenty-four (24) hours notice to change schedules to any eight (8) hour period plus minimum of twenty-four (24) hours notice, to change schedules to any eight (8) hour period plus lunch, between the hours of 6:00AM to 8:00PM. No overtime or other premium pay will be paid as a result of such change. S-1, repair, maintenance, inspection employees will continue to work a normal schedule of 6:00AM to 8:00PM (by normal, the company means a substantial minority or majority of such employees). The Company will have the right to assign such employees to other shifts so as to provide twenty-four (24) hours a day, seven (7) days a week coverage for it's customers. Assignment to other than a normal shift will require two (2) weeks notice to the employee. Assignment to other than a normal shift will be only made to qualified employees. (i.e. employees who have the ability to work). Management will list all qualified employees, which will be reviewed for addition or deletion by the Union. Only ability or lack of ability will be considered. Upon establishment of the list, volunteers will be solicited. If insufficient volunteers exist, assignments will be made by management subject to reverse seniority among qualified employees. Assignments will be permanent. As less senior personnel become qualified, management will post any change assigned to such personnel. Temporary or permanent changes may be made by qualified personnel (mutually agreed upon switches) subject to notice and approval of management.

SECTION 2. 4 X 10 shifts will be voluntary and qualified seniority by work group and location. Employees will have the option to go back to 5 days 8 hour workweek every 6 months. A two-week notice must be given to their manager requesting the return to the 5 day 8 hour workweek. Management or the union may eliminate or add 4 X 10-hour shifts with a two-week notice to employees. If an employee has a hardship, management will try to accommodate a request to return to the 5-day workweek. Days off will be consecutive. Split days off will be voluntary only. Floating holidays will be paid at 8 hours. Holidays will be paid at 8 hours.\* Sick days will be paid at 10 hours. Any time worked over 10 hours to 12 hours will be paid at 1 ½ times, any time worked over 12 hours is double pay.

SECTION 3. 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 ½) times the employee's regular straight

time hourly rate. In compliance with California Wage and Hour Law, any overtime, daily in excess of twelve (12) hours and in excess of eight (8) hours on the seventh (7<sup>th</sup>) workday in any work week shall be compensated for at two (2) times the employee's regular straight time hourly rate. No time worked, except as specified above, and for work performed on guaranteed paid holidays as herein after listed in Article 7, shall under any circumstances be compensated for at more than one and one half (1 ½) times the straight time hourly rate. There shall be no compounding, duplicating or pyramiding over overtime payments of any description.

SECTION 4. The employer has the right to assign service personnel to stand-by. Further, installers deemed qualified by management may also volunteer for assignment on the standby list or substitute for assignments as provided below. Employees shall be paid \$152(Year 1)/\$155(Year 2)/\$158(Year 3) dollars per week for stand by. Such assignments shall be for one-week (1) period normally commencing with the beginning of a payroll period. Qualified personnel assigned to stand-by are expected to respond to all call-outs. It is expected that such employees will be available, physically able to perform the necessary work and to respond in a timely fashion. Employees may swap stand-by assignments with prior approval of the appropriate supervisors. Problems solved or customer satisfaction over the phone will be paid thirty (30) minutes at 1 ½ times regular pay. Weeks that have a scheduled holiday shall have \$203(Year 1)/\$206(Year 2)/\$209(Year 3) dollars per week paid to carry the pager.

SECTION 5. Emergency overtime calls from home shall be compensated for at one and one half (1 ½) times the employee's regular hourly rate of pay from the time the employee leaves his home to the time reasonable required for him to return home, with the understanding that, in the event of an emergency call from home, no employee shall receive less than three (3) hours pay at one and one half (1 ½) times his regular hourly rate of pay. Any call-out after twelve (12) AM but before four (4)AM will push back the start of the normal day by a time equal to the length of the call-out. Any call-out after four (4) AM will, upon completion of the call-out, permit the employee to begin their shift (such shift being for eight (8) hours plus lunch). The clause only relates to employees on the regular day shift. Call-out (including beeper rotations) will be rotated among qualified service personnel as designed by management.

SECTION 6. In order to assure continuity of service, it is agreed that a supervisor may perform S-1 work for the purpose of training, instruction or in emergencies where there is not enough qualified employees covered by this agreement readily available for such emergencies.

SECTION 7. The employer will attempt to distribute overtime as equally as practical among employees in the same job classification in the office which they are assigned.

SECTION 8. The Employer shall provide all the necessary tools and training needed for employees to become proficient on "laptop" computers. Employees shall be given sufficient time and training to meet or exceed the Employer's need to become and remain competitive in the industry. As a condition of employment, those employees must meet stipulated performance expectations or be subject to progressive discipline.

ARTICLE 9

HOLIDAYS

SECTION 1. Subject to the provisions hereinafter set forth, all employees shall be paid a total of twelve (12) holidays each year. The fixed holidays will be as follows:

New Years Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving
Memorial Day	Christmas
July 4 <sup>th</sup>	Day after Thanksgiving

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 workdays.

SECTION 3. Employees shall be paid one and one half (1 ½) times their regular hourly rate in addition to their holiday pay for all hours worked performed on the above listed holidays.

SECTION 4. When an employee is absent from work on a scheduled work day immediately preceding or succeeding any of the above listed holidays, 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/she shall be paid straight time for the day, or at the discretion of the employee be allowed a day off in lieu thereof. Such day must be in the same pay period and with supervisor approval. The Company will make every endeavor to allow up to 50% of the workforce that is scheduled to work Tuesday through Saturday to schedule one or the other, Tuesday or Saturday, as a replacement holiday, subject to supervisor approval with requests at least two (2) weeks in advance.

ARTICLE 10

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>Amount of Vacation</u>
Less than six (6) months	None
Six (6) months but less than five (5) years	2 weeks
Five years but less than ten (10) years or more	3 weeks
Ten (10) years or more	4 weeks

SECTION 2. Employees shall be able to take vacation time at anytime in the calendar year subject to Management approval. Additional vacation time can be taken provided such vacation

time is scheduled in advance and subject to Management approval. This would include week, or weeks, day at a time, or at four (4) hour increments, with at least thirty (30) days notice or by mutual agreement. Vacations shall be selected as follows:

- A) January 15 – vacation selection process begins
- B) February 15 – all vacations requests should be submitted to managers
- C) March 15 – all vacation schedules shall be finalized.

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

## ARTICLE 11

### PAID ABSENCES

SECTION 1. You 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 your immediate family, which includes your spouse, child, parent, or sibling. You may take up to three (3) workdays with pay for the death of any other member of your immediate family. These family members are defined as your spouse's parent, spouse's child by a former marriage, grandparents, or blood relatives residing in the same household.

- A) It is mutually agreed that when the employee's regularly schedule days off occur during the period, he/she shall receive no pay for those days nor shall he/she extend his/her period of absence beyond the time required to attend the funeral.
- B) It is also mutually agreed that the 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.

SECTION 2. The Employer agrees that regular employees who are required by law to serve on juries, and who actually serve shall be excused from 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 an employee is temporarily excused from reporting for jury service for a whole workday or more, he/she shall report for Company duty. It is further 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. Incidental sick leave pay will be made on the following basis:

- A) Employees having less than two (2) years service, no payment
- B) Employees having two (2) years, but less than five (5) years, payment to begin on the third scheduled day not worked.

- C) Employees having five (5) years, but less than ten (10) years, payment to begin the second scheduled day not worked
- D) Employees having ten (10) years and over, payment to begin on the first scheduled day not worked.

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

## ARTICLE 12

### PLANS FOR EMPLOYEES' PENSIONS, DISABILITY BENEFITS AND DEATH BENEFITS

The ADT pension plan will be frozen as of 12/31/00. The Tyco 401K and other ancillary benefits will be implemented effective 1/1/01.

## ARTICLE 13

### GROUP HOSPITALIZATION AND SURGICAL INSURANCE

The Employer shall provide group hospitalization, surgical and dental benefits to members of the bargaining unit subject to change or modification. Such group hospitalization, surgical and dental benefits shall be maintained substantially the same as the majority of ADT employees. Employee contributions for such benefits will be identical as those paid on behalf of the majority of ADT 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 of such change.

## ARTICLE 14

### SENIORITY

SECTION 1. Length of continuous service with the Employer shall be known as seniority.

SECTION 2. Probationary full-time employees shall have no seniority rights for three (3) months. Part-time probationary employees shall have no seniority rights until they have served with the employer for 500 hours, but in no event less than six (6) months.

SECTION 3. When a lay-off (i.e. reduction in force due to lack of work) is made, the principle of seniority based upon continuous employment, within each individual SSO of the Employer, shall apply. New employees hired after 10/1/02 will be on a new seniority list split by the following three departments: Installation, Service and Stock/Fire Testers. The HVCI employee's seniority will be melded into the technician seniority list effective immediately.

SECTION 4. The right of seniority in re-employment shall be accorded to a laid-off employee, in all SSO's, prior to new employees being hired, provided such laid-off employee responds to a call to report to work not more than five (5) working days after receipt of notice is sent to him by registered mail, to his last known post address. If such laid-off employee fails to respond 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 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 5. A voluntary resignation or discharge shall terminate seniority. Seniority shall terminate after six (6) months of unemployment (layoff) absence on authorized furlough or because of sickness or accident disability with respect having less than three (3) years of accumulate seniority; after one (1) year of unemployment (layoff) or absence through any such cause with respect to employees having three (3) but less than ten (10) years of accumulated seniority; two (2) years of unemployment (layoff) or absence through any such cause with respect to employees having ten (10) or more years of accumulated seniority.

## ARTICLE 15

### SEVERANCE PAY

SECTION 1. In the event of permanent layoff, each employee with five years (5) of continuous service with the Employer so laid-off, shall receive severance pay at the rate of one (1) week's pay for each 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 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 (10%) percent 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 rehired within two (2) 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 16

### PAY FOR USE OF EMPLOYEE-OWNED AUTOMOBILES, TRAVELING TIME AND EXPENSES

SECTION 1. 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.

SECTION 2. Employees, when using their own cars, in the Employer's service, and at the Employer's direction, shall be compensated at the IRS minimum of five dollars (\$5.00) per day.

SECTION 3. Employees must call their supervisor if they are going to leave a job early (prior to 4:30 P.M.). If not, they will be disciplined. If the employee is leaving a job and receives travel time, the supervisor will decide when he leaves the job. Employees with take home vehicles shall be responsible for the first 45 minutes of commuting time when reporting to and from the job site.

SECTION 4. Employee-owned motor vehicles shall be used in the service of the Employer only when approved by the supervisor, assistant foreman or manager. To the fullest extent possible, management shall provide vehicles for company business. Management may specify the use of personal vehicles for company business in such cases where the use of a company vehicle would not be practical.

SECTION 5. When the Employer deems it necessary to board employees near a job, such employees shall be paid an allowance at the rate of forty dollars (\$40.00) a day plus reasonable cost of a room when an employee is required to be away from home overnight.

SECTION 6. If any employee requests to return home rather than remain overnight, subject to approval by the Employer, the employee shall be paid five dollars (\$5.00) in lieu of hotel expense, but no mileage allowance shall be paid to and from the job, nor shall any payment be made for time spent traveling.

## ARTICLE 17

### 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 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 purpose 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 of 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 other qualifications. Subject to the provisions of Article 17, Section 3, hereof, such employees shall 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. When an employee is promoted to a higher work grade he/she shall receive a promotional increase in the new work grade equal to the next highest step in the appropriate wage scale. In no case will an employee be placed in a work grade, which is monetarily less than his/her old work grade.

SECTION 6. No employee shall suffer a reduction in wages at the signing hereof.

ARTICLE 18

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 (1) day. Such systems are designed for the low end of the residential or commercial market. As new High Volume technology or systems are developed/changed and mandated, the parties will discuss compensation and work rules for such systems.

SECTION 2. A basic hard wire system will consist of the following equipment: one (1) control set, one (1) key pad, four (4) points of protection (i.e. (3) door contacts, one (1) motion detector), and one (1) sounder. The Telco jack, AC transformer and ground connection are also included. Commercial Hardwire installations will include a total of five (5) points of protection for the basic package.

Residential Package: Safewatch Pro (Ademco Vista 10, Vista 50 and Premise pro)

Includes:

- Complete Control Assembly
- Cabinet
- Circuit Boards – include Wireless Receiver
- Battery, transformer, power, ground & telephone connections
- Keypad
- Sounder

	9/30/2009
Systems with four or more wired points of protection. Four wired points (motion sensor & 3 contacts). Additional points paid on the fifth device.	\$96.00
Systems with two wired points of protection. Two wired points & up to three wireless points. Additional points paid on sixth device.	\$92.00
Systems with one wired point of protection. One wired point & up to four wireless points. Additional points paid on sixth device.	\$85.00
Wireless system. Up to five wireless points. Additional points paid on sixth device. (EXCLUDING QUICK CONNECT)	\$86.00

Additional devices - \$15.00 per wired device. \$10.00 per wireless device.	
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Additional commission:

1. Pre-wire and/or trim-out – 50% of basic hardwire package.
2. Any additional devices for pre-wire and/or trim-out shall be paid for at \$7.50 per device for hardwire, if similar to ADT system. If more complex, the trim out will be \$15.00.
3. No-show/Cancellation - \$25.00 if no other work is available or if another HVCI job is available. No \$25.00 if assigned to do work other than HVCI, then paid as a training day.
4. Basis Camera - \$55.00. Additional indoor cameras - \$12.00 each/ outside camera \$25.00
5. Cable extension - \$10.00.
6. DVR/VCR - \$15.00 (basic hook-up)
7. Resales - \$35.00
8. Takeover - \$35.00
9. EZ Pro - \$65.00
10. Conversions – paid at basic hardwire package
11. Non-ADT Takeover - \$35.00
12. Non-ADT Resale - \$35.00
13. Radio back-up - \$37.50 (no outside antennas installed)
14. ADT Touch screen keypad is \$20.00 per keypad
15. TG1/TG4 - \$52.50 (no outside antennae)  
Return trip \$15.00  
Extended antennae or extended phone cord \$15.00
16. Two way voice system \$50.00 for a basic which includes the panel and one switch bank
  - a. \$15.00 for each additional switch bank
  - b. \$20.00 for each outside switch bank
  - c. If a two way voice system is maxed out with (7) switch banks and a power supply must be installed \$20.00
17. Quick Connect with Cell Backup - \$72

Jobs must be scheduled by 11:00am or be done on a voluntary basis.

SECTION 3. Volunteers will be first solicited from among existing employees, then recruited from outside. Management retains the right to reject any volunteer.

SECTION 4. The provisions of Article 8, and 17 will not apply to High Volume Commissioned Installers.

SECTION 5. Employees paid per installation will receive all contractual and Company fringe benefits. Vacation days, Sick days and Holidays will be paid at the rate of one hundred thirty (\$130.00) dollars per day. Any vacation days not taken by the end of the calendar year will paid at the rate of one-hundred thirty (\$130.00) per day.

SECTION 6. All employees covered by this Article shall receive a ten percent (10%) commission on all products sold above the basic package.

SECTION 7. High Volume employees will be expected to cover warranty of their systems for thirty (30) days.

SECTION 8. Employees who are required to return to the office through no fault of their own, shall receive \$15.

SECTION 9. Service calls shall be compensated at one hardwire point.

## ARTICLE 19

### 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 board shall be confined to the 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
- 5) Regularly issued financial statements of the Union
- 6) Jointly signed minutes of conferences between the Union and the employer
- 7) Agreements concluded by the Union and the Employer
- 8) Such other material as may be approved in writing prior to posting, by the employer

## ARTICLE 20

### 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 up to ninety (90) days.
- 2) Leave of absence may be extended, upon written request, but in no case shall be for a period to exceed an additional ninety (90) days

- 3) Employees will receive no wages during his absence
- 4) Employee's service record is governed by the rules and regulations of the benefit plan
- 5) 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:

- 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) Family and Medical Leave Act (FMLA) either state or Federal, whichever grants the greater benefit

## ARTICLE 21

### WORK STOPPAGE

Since adequate provisions have been made in this Agreement for the settlement of all disputes that may arise between the parties, the Union agrees that it will not encourage, sanction, authorize, or approve any strike, work stoppage, slow down 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 such activities prohibited by this Article, shall be subject to such discipline, as the Employer shall deem appropriate.

## ARTICLE 22

### MISCELLANEOUS

SECTION 1. Letter of understanding of March 30, 1993 shall be incorporated into this agreement and become part of this agreement as follows:

- 1) **VARIABLE WORK SHIFTS** - The Company has the right to allow employees to vary their starting and quitting times and work days where it is convenient to the company and the employee. Any changes of a permanent or semi-permanent nature, the Union will be notified.

- 2) **POSTING OF JOB OPENINGS AND SHIFT CHANGES** - When a position opens in a classification for which employees of the bargaining unit may qualify, the job opening shall be posted for a period of ten (10) days, to give the employees the opportunity to apply in writing for the job. The Company will consider all applications and will make its selection on the basis of knowledge, training, ability, skill and efficiency, with due regards to seniority when all factors are equal. The Company will not post temporary vacant positions when such vacancies are due to vacations, illness or temporary absences.
- 3) **PAYROLL DEDUCTIONS FOR BUILDING TRADES FEDERAL CREDIT UNION** - The Company is agreeable, upon request of any member of the bargaining unit to provide payroll deductions for the Building Trades Federal Credit Union.
- 4) **QUARTERLY MEETINGS** - Quarterly meetings including Company Management and union Officials may be scheduled when mutually agreed to with consideration for necessity, time and location. These meetings will include safety as a topic of discussion.
- 5) **DRUG POLICY** - The ADT Drug Policy will be implemented. Effects of such policy may be subject to the Grievance and Arbitration Procedure.
- 6) **EMPLOYER LOCATIONS** – Included in the bargaining unit are all full-time and regular-part-time employees classified by the Employer under Article 1, Recognition, in the cities of Los Angeles, Van Nuys, Riverside, Anaheim and San Diego or the replacement for any of these locations.
- 7) There will be a \$75.00 boot reimbursement with receipt once during the life of the contract.

SECTION 2. Provide for payroll deduction for CWA C.O.P.E.

## ARTICLE 23

### UNION REPRESENTATIVES

SECTION 1. Stewards may handle requests, complaints or grievances arising under this agreement during working hours without loss of compensation provided that the time so spent is devoted to the handling of requests, complaints or grievances in accordance with the grievance procedure outlined elsewhere in this agreement.

SECTION 2. The Union shall keep the Employer informed in writing of all current accredited stewards. The Employer shall accept only persons so endorsed or certified as stewards.

SECTION 3. Union stewards and members of the negotiating committee shall not suffer a loss in pay while attending any joint Union-Employer meetings or for reasonable travel time to and from such meetings. It is understood that such joint meetings and travel time is considered work time. Only regular work hours will be paid.

SECTION 4. It is agreed to by the parties that any employee that is elected or appointed by the Union as representatives shall be allowed reasonable time off to attend Union functions and activities. Any such time off shall be without pay and shall not be unreasonably withheld. All shop stewards will be invited to the annual Union Conference with a minimum of two (2) weeks notice to the Company. Any other meetings during the year that will be attended by ten (10) or more stewards will require a two (2) week notice as well. Any meeting with less than ten (10) attendees will require as much notice as possible from the Union to the Company

SECTION 5. The stewards shall have superseniority within the respective work classification and thus shall not be laid off by reason of reduction in the work force until all other employees have been laid off.

**ARTICLE 24  
SEPARABILITY**

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.

**SCHEDULE A WIRE PULLER/HELPER**

	9/30/2009	9/30/2010	9/30/2011
Start	\$ 10.10	\$ 10.30	\$ 10.51
6 Months	\$ 10.61	\$ 10.82	\$ 11.03
12 Months	\$ 11.11	\$ 11.33	\$ 11.56
18 Months	\$ 11.62	\$ 11.85	\$ 12.08
24 Months	\$ 12.63	\$ 12.88	\$ 13.14

- If a he/she is on a job alone he/she can only pull wire
- If he is on a job with a technician he/she can do everything on the job except program or wire the panel or install conduit.
- Once the employee reaches the 24 month rate the employee will be evaluated to be promoted to technician, with input being received from the union technicians he/she has worked with and a determination will be made to allow the employee to continue in the progression scale.

SCHEDULE A FIRE TESTER/STOCK PERSON

	9/30/2008	9/30/2009	9/30/2010	9/30/2011
Start	\$12.13	\$12.25	\$12.49	\$12.73
6 Months	\$12.70	\$12.82	\$13.07	\$13.33
12 Months	\$13.31	\$13.44	\$13.70	\$13.97
18 Months	\$14.07	\$14.21	\$14.49	\$14.77
24 Months	\$14.81	\$14.95	\$15.24	\$15.54
30 Months	\$15.89	\$16.04	\$16.36	\$16.68
36 Months	\$17.42	\$17.59	\$17.94	\$18.29

SCHEDULE A SERVICE TECHNICIAN/INSTALLER

	9/30/2008	9/30/2009	9/30/2010	9/30/2011
Start	\$14.63	\$14.77	\$15.06	\$15.36
6 Months	\$15.86	\$16.01	\$16.33	\$16.65
12 Months	\$17.07	\$17.24	\$17.58	\$17.93
18 Months	\$18.30	\$18.48	\$18.84	\$19.21
24 Months	\$19.53	\$19.72	\$20.11	\$20.51
30 Months	\$20.74	\$20.94	\$21.35	\$21.77
36 Months	\$21.97	\$22.18	\$22.62	\$23.07
42 Months	\$23.17	\$23.40	\$23.86	\$24.33
48 Months	\$24.40	\$24.64	\$25.13	\$25.63

\* Lead person \$1.00 above scale

Payment of Wages above the top scale

- A. Increase Lead pay from \$.50 to \$1.00 (incremental pay will only apply to those employees truly performing the lead function as deemed by management). Employees currently receiving lead pay will be grandfathered.
- B. Increase SST pay from \$1.00 to \$2.00 (incremental pay will only be applicable for those who meet the SST requirements. The number of SST positions will be determined by management. (See agreed language).
- C. Steps above SST as technology advances – have to remain flexible. \$\$ rate is at Management discretion above the top of the progression scale.
- D. Training that is done externally (trade schools, vendors, etc.) will be reimbursed by ADT tuition reimbursement policy upon successful completion of certification.
- E. Any training done within ADT, will be paid.
- F. Nicet level 2: \$1.00 above scale. The number of positions available is unlimited.

ARTICLE 25

TERMINATION DATE

This Agreement shall be effective from September 30, 2009, and shall remain in full force and in effect through September 29, 2012, 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 THEPEOF, the parties hereto have duly executed this Agreement as of this 18th\_ day of February 2010.

**FOR THE UNION:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**FOR ADT:**

\_\_\_\_\_  
James Nixdorf Date  
Director, Labor Relations

\_\_\_\_\_  
Julie Perkinson Date  
Human Resource Director

1. Memo of Understanding – Mutual Interest Meetings.

The Company and the Union agree to the following as it relates to the implementation of “Mutual Interest Meetings”:

- A. Scheduled on a quarterly basis commencing March 2007 by SSO.
- B. The Union and/or the Company are to submit an agenda with issues to be discussed one week prior to the scheduled meeting. If no agenda is submitted the meeting shall be cancelled unless only one side submits the agenda.
- C. A “group mutual interest” meeting will be scheduled for 4.19.07 with Micheal Hartigan and John Summers in attendance. The purpose of the meeting will be as follows:
  - 1. Review the success of the March “quarterly” meeting.
  - 2. Discuss the experience of the “overtime” procedure.

2. ARTICLE 8 – HOURS OF WORK AND OVERTIME

When scheduled Overtime is needed for installation and/or service requirements, management shall notify the Union (Area Steward or next level Steward) at least five (5) days in advance. If there are enough volunteers for the needed overtime, management will not notify the Union.

A voluntary list of installation and/or service requirements shall be posted when scheduled overtime is needed. If not enough volunteers are placed on the list with the proper skill set, Management and the Union will then go to the Local SSO seniority list. Management will then determine which technicians have the proper skill set. Using inverse seniority, the technicians will then be assigned to work overtime.

**FOR THE UNION:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**FOR ADT:**

\_\_\_\_\_  
John Summers Date  
Director, Labor Relations

\_\_\_\_\_  
Julie Perkinson Date  
Human Resource Director