

AGREEMENT

TYCO INTEGRATED SECURITY, LLC.

BUFFALO, NEW YORK

&

COMMUNICATIONS WORKERS OF AMERICA

AFL - CIO

(May 1, 2015 – April 30, 2017)



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AGREEMENT

This agreement made and entered into this 1st day of May, 2015, by and between Tyco Integrated Security, 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.

ARTICLE 1
MUTUAL RECOGNITION OF RIGHTS

SECTION 1(A). 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 who the Union was certified by the National Labor Relations Board on November 13, 1987 in Case Number 3-RC9148 including all S-1 service personnel, all employed by or in the New York area; but excluding all office clerical employees, professional employees, alarm service investigators, supervisors, and all other guards and supervisors as defined in the Act. It is anticipated that the Employer will separate into two legal entities on or about June 30, 2012. If and when such separation occurs, then this Section 1(A) will no longer have any force or effect and Section 1(B) below will become effective.

SECTION 1(B). If and when ADT Security Services, Inc. separates into two legal entities then this Section 1(B) shall become effective. Tyco Integrated Security, LLC (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 all full-time and regular part-time employees originally described in the certification dated November 13, 1987 in Case Number 3-RC9148 as modified to conform to the above separation and classified by the Employer as commercial installers and commercial service technicians employed by the Employer at the facility located in Tonawanda, NY; but excluding all office clerical employees, professional employees, alarm service investigators, supervisors, and all other guards and supervisors as defined in the Act; and excluding residential installers, residential commissioned only installers and residential service technicians.

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, 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, subcontract, 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 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. All new hires will be subject to a six (6) month probationary period during which the employee can be disciplined, up to and including termination without formal or advance notice. From the thirty-first day through the one hundred and eightieth (180) day, discipline and termination would be subject to the grievance procedure, including Union representation; however, not 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, religion, ancestry or any other basis as protected by state law and federal law.

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

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 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, 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 check-off authorization.

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 grievances must be submitted to Step 1 (or a higher step if appropriate) and within thirty (30) calendar days of when the occurrence became known to the grievant with the understanding that the Union may request, in writing, an extension of fifteen (15) days.

“The Company shall notify the Local Union, in writing, of the name and address of the manager written appeals are to be directed to.”

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 ten (10) working days.

STEP 2. If the grievance is not settled satisfactorily in Step 1, it may be appealed in writing to the next appropriate level of management within fifteen (15) working days after the Supervisor has answered. If not so appealed, the grievance shall be deemed not to exist. The next appropriate level of management 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 Director (or Designee) and Local 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. 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 third step shall not set precedent nor prejudice any future matters unless agreed to in writing by the CWA Staff 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 (FMCS), provided such request is made within sixty (60) days after final decision has been rendered. The decision of the arbitrator shall be binding on both parties for a period to be named in the arbitration decision, but in no event to ante-date the period during which the agreement is effective. The arbitrator shall not have the authority to alter or modify any of the expressed 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 (1) work week or eight (8) hours during any work day. The work week for the purposes hereof shall be the same as the payroll week. Work performed on scheduled days off shall be compensable at overtime rate.

The normal work schedule for employees shall be 8:00 A.M. to 4:30 P.M. with a thirty (30) minute lunch period from Monday through Friday,. It is agreed that the normal work schedule may fluctuate up to one hour to meet business needs.

When an employee is required to work a shift other than 8:00 a.m. to 4:30 p.m., Monday through Friday, seven (7) days notice, when practicable, will be given. If the Company has more than seven (7) days notice, the notice will be provided as much in advance as possible. The Company will first seek volunteers from qualified employees by seniority. If there are no volunteers, the Company will assign the junior qualified employee. Such schedules will be designated by management, however the consultation and advice of the union shop/steward will be solicited before the fact.

Employees whose shift includes hours between 6PM and 6AM or weekends shall receive a differential at the rate of \$1.25 per hour for those hours actually worked between 6PM and 6AM or weekend hours.

SECTION 2. Based on the business requirements of the Company, a four-day/ten hour per day workweek may be established and in such a case the Company will first seek volunteers. If no one volunteers, the least senior qualified person will be assigned to such a shift for a period of six (6) months. Overtime for this shift will be paid after ten (10) hours. In the case of holidays, individuals assigned to the four-day/ten hour shifts would work four (4) days consisting of eight (8) hours each and receive holiday pay for the fifth day for eight (8) hours.

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

SECTION 4. 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 an 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. If the call out is on one of the Holidays defined in Article 7 the employee shall receive no less than three (3) hours pay at two (2) times his regular rate of pay. If a holiday is observed on a day other than the date of the actual holiday, the premium shall be applied to the actual holiday only. (i.e., December 25th falls on a weekend day) Christmas Eve (4:30 – Midnight) and New Year's Eve (4:30 – Midnight) will also be considered holidays for the purposes of call out pay only.

All qualified Servicemen and Leadmen will be required to be on a rotating list hereinafter referred to as "Stand By." The list will be implemented in reverse order of seniority and run on a continuous cycle. An employee shall be allowed to find a replacement, from the list, for any day or days of his standby assignment. Standby assignments shall be from Monday 8:00 AM through Monday 7:59 AM.

Employees will receive \$130.00 for carrying the cellular phone for the week that they are on standby. Employees assigned to standby during a week which includes a designated contract

holiday will receive \$155.00 for carrying the cellular phone. No employee will be required to be on standby more than one consecutive week at a time. It is understood that the standby period shall be outside of the employees scheduled forty (40) hours.

SECTION 5. In order to assure effective, efficient and expeditious service to subscribers, it is agreed that all employees classified by the Employer as Serviceman 2 and Special Serviceman 1, may continue to perform the same functions and duties as were performed by Serviceman 2 prior to the execution of this agreement despite the fact that they have been excluded from the bargaining unit and are not covered in any way by this Agreement.

SECTION 6. 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 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 emergency situations.

SECTION 7. All employees shall be notified as much as possible in advance when they are scheduled to work overtime on Saturdays and Sundays. One (1) week advance notice will be given out-of-town construction job assignments except in emergency situations.

SECTION 8. The Employer will attempt to distribute overtime as equally as practical among the employees in the same job classification in the office to which they are assigned. Employees who work overtime without authorization, will be subject to discipline, as the employee must call their department supervisor for such authorization thirty (30) minutes prior to the end of the shift. It is recognized that employees are not to leave their assigned job sites at any time or for any reason, other than their thirty (30) minute lunch period, without notifying their immediate supervisor. Any abuse of this shall be treated accordingly.

SECTION 9. When a vacant position occurs within the bargaining unit, 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.

SECTION 10. The Company shall have the right to Subcontract provided that such Subcontracting does not result in the displacement of any employees, the layoff of any employees or the loss of work to any employees with four (4) or more years of continuous service.

SECTION 11. Any employee who works hours after midnight shall be granted unpaid fatigue time. Fatigue time shall be equal to each hour worked during this period, and shall be granted from the beginning of the next tour. The end of the tour will be extended by an equal amount of time. This will not trigger any shift differential.

ARTICLE 7
HOLIDAYS

SECTION 1. There shall be (11) holidays administered annually which shall correspond to the employer's corporate holiday schedule. Eight (8) holidays shall be fixed for the term of this agreement. These holidays are as follows:

New Years Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

The remaining three (3) holidays are to be floating holidays, some of which may be scheduled as a fixed holiday(s) in the last quarter of each year for the upcoming calendar year.

SECTION 2. 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 3. When an employee is absent from work on a scheduled work day immediately preceding or succeeding a listed legal holiday, he shall not be paid for the holiday unless he has been excused in advance by the Employer.

SECTION 4. If a guaranteed paid holiday is 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 5. 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 8
VACATIONS

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

<u>Service</u>	<u>Vacation</u>
After 6 months	one (1) week
After one (1) year*	two (2) weeks

After five (5) years
After fifteen (15) years

three (3) weeks
four (4) weeks

*If one (1) week, after six (6) months is already taken in the calendar year when employee reaches one (1) year anniversary date, the employee will be entitled to one (1) additional week for that calendar year for a total of two (2) weeks.

SECTION 2. Vacation eligibility will be posted on February 1 of each calendar year. Vacation schedules must be completed by March 1 of each year. Any conflicts in scheduling will be resolved based on the principle of seniority by March 15. Vacation not scheduled by March 15 will be on a “first come, first serve” basis, without regard to seniority. All such vacation will require two (2) weeks notice and supervisory approval, unless in emergency situations, and all vacation must be scheduled by October 1. Any vacation not scheduled by October 1 will be assigned by Management as every effort will be made to make reasonable accommodations to schedule vacation beyond October 1.

If an employee takes his or her vacation during a period off which includes a listed legal holiday, the employee will receive an extra day vacation, or an extra day pay.

SECTION 3. 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 make the selection of additional weeks, based on seniority.

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. Employees may be allowed to carry over one (1) week of vacation until March 31st of the following year, with management approval.

ARTICLE 9 **PAID ABSENCES**

SECTION 1.

a.) An employee shall be paid at his or her regular rate of pay up to a maximum of five (5) days pay, during absence required for attending the funeral and to take care of personal matters related to the death of the employee's immediate family defined, for the purposes hereof, to include the employee's mother, father, sister, brother, husband, wife, child. An employee shall be paid at his or her regular rate of pay up to a maximum of three (3) days pay, during absence required for attending the funeral and to care for personal matters related to the death of the employee’s mother-in-law, father-in-law, sister-in-law, brother-in-law, spouse’s child from a former marriage, grandparents, grandchildren or blood relative 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 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 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. If an employee is excused from jury duty after twelve noon, the employee will not be required to work for that day.

SECTION 3.

Short-term disability payment for the first week of absences due to sickness disability or off-duty injuries may be made on the following basis:

- 1.) Employees having less than two (2) years service, no payment.
- 2.) Employees having two (2) years, but less than five (5) years, payment to begin on the third scheduled day not worked.
- 3.) Employees having two (2) years, but less than ten years, payment to begin on the second scheduled day not worked.
- 4.) Employees having ten (10) years and over, payment to start on the first scheduled day not worked.

Short-term disability coverage will not be decreased during the term of this Agreement.

SECTION 4.

Employees with more than six (6) months of service will be entitled to five (5) incidental sick days per year and any unused sick days will be paid back at the end of the year at the rate of one-half (1/2) day for each unused day.

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

SECTION 1. 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. The Employer, however, reserves the right to alter or modify the plans.

Implement Tyco Integrated Security, LLC Benefits.

ARTICLE 11
GROUP HOSPITALIZATION, SURGICAL AND DENTAL PLAN

SECTION 1. 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 Tyco Integrated Security, LLC. 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 Tyco Integrated Security, LLC. 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 notifies the union and fully advises the Union of such changes.

ARTICLE 12
SENIORITY

SECTION 1. Length of continuous service with the Employer shall be known as 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. It is mutually agreed that when a layoff (reduction in work force due to lack of work) is made the principle of seniority based on continuous employment with the Employer within the bargaining unit, shall apply. In the case of a lay-off, if the least senior employee in the department subject to the lay-off is not the least senior person in the bargaining unit, he/she will have the option to take any position occupied by a person of less seniority or voluntarily resign. If the employee voluntarily resigns, he/she forfeits their right to severance or recall. If the bumping is utilized, the above concept shall be applicable to all employees. Higher rated employees who bump into Helper positions shall have their pay green circled until they bid to another job or are subsequently assigned to a position equal to or higher than their green circled rate. Employees transferring into the bargaining unit from other Tyco Integrated Security, LLC. locations shall have total seniority based on continuous employment with the Employer upon

completion of two years service within the bargaining unit.

SECTION 5. In the event of a layoff, two (2) weeks advance notice will be given.

SECTION 6. The right of seniority in re-employment shall be accorded to a laid-off employee prior to new employees being hired, provided such laid-off employee responds to a call to report for work not more than five (5) working days after receipt of notice sent to him by registered mail, to his last known post office address. If such laid-off employee fails to report 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 7. A voluntary resignation or a 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 to employees having less than three (3) years of accumulated seniority; after one (1) year of unemployment (layoff) or absence through any such case with respect of employees having three (3) but less than ten (10) years of accumulated seniority and after two (2) years of unemployment (layoff) or absence through any such cause with respect of employees having ten (10) or more years of accumulated seniority.

ARTICLE 13 **SEVERANCE PAY**

SECTION 1. In the event of permanent 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 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 rehired within a 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 deduction equal to the amount of any severance pay previously received and for which the Employer was not reimbursed.

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

SECTION 1.

- a) The Employer shall not favor nor 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 in accordance with Internal Revenue Service regulations, a minimum of ten dollars (\$10) per day.
- c) Employee-owned motor vehicles shall be used in service of the Employer only when approved by a supervisor, assistant foreman or manager.

SECTION 2. When the Employer deems it necessary to board men near a job, such men shall be paid an allowance at the rate of fifty-five (\$55.00) dollars per day with receipts for meals or food, plus reasonable cost of room when employee is required to be away from home overnight.

If any employee requests to return home rather than remain overnight, subject to approval by Employer, the employee may be paid twenty-five dollars (\$25.00) in lieu of hotel expense only when the employee does not have availability of a company vehicle, 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.

In the event the Company requires an employee to travel via airplane, the company will purchase the employee's ticket.

SECTION 3. Employees required to take home a company vehicle are responsible for up to forty-five (45) minutes of unpaid commuting time from their home to their first job in the morning and up to forty-five (45) minutes of unpaid commuting time from their last job to their home each day.

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 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, 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 **BULLETIN BOARD**

SECTION 1. The Employer shall furnish space on 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 17 **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.) Conform with Family and Medical Leave Act – FMLA.

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 perform civic duties
- c.) To attend religious functions
- d.) For family reason or on account of home conditions
- e.) For maternity
- f.) For performance of ordering military duty in the service of the State or Federal Government.
- g.) For illness not covered in the Benefit Plan
- h.) For any other cause agreeable to the Employer.

ARTICLE 18 **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, 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 Employer 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 19 **SAFETY**

SECTION 1. The Company will provide the Director of Safety to meet with the local union employees for the purpose of discussing health and safety programs.

SECTION 2. The Company will provide safety equipment as applicable to Corporate Safety Program.

SECTION 3. The Company will provide up to \$100.00 for one pair of steel toed safety boots or prescription safety glasses, annually with receipts.

ARTICLE 20
SEPARABILITY AND AGREEMENT OF THE PARTIES

SECTION 1. 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.

SECTION 2. This agreement is a complete agreement between the parties covering wages and conditions of employment and will supersede all prior agreements, and understandings, oral or written, expressed or implied. The parties hereto agree that the relations between them shall be governed by the terms of this Agreement. No change or modification of this Agreement shall be binding on either the employer or the Union unless reduced to writing and executed by the respective duly authorized representatives.

ARTICLE 21
ANCILLARY BENEFITS

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

ARTICLE 22
TERMINATION DATE

This Agreement shall be effective from May 1, 2015 through April 30, 2017 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.

SCHEDULE "A"

WAGE PROGRESSION SCALE

BUFFALO, NY

	<u>Effective</u> <u>5-1-15</u>	<u>Effective</u> <u>5-4-16</u>
Start	\$12.75	\$13.00
4 Months	\$12.94	\$13.19
8 Months	\$13.57	\$13.84
12 Months	\$14.72	\$15.02
18 Months	\$15.04	\$15.34
24 Months	\$15.97	\$16.29
30 Months	\$17.17	\$17.51
36 Months*	\$18.59	\$18.96
42 Months	\$20.19	\$20.60
48 Months	\$22.47	\$22.92

*Top rate for new hire Inspector/Helper positions.

Leadman - \$.50 over top rate

S.S.T. - \$1.00 over top rate

TycoIS NICET Program

Bargaining unit employees shall be covered by the terms of the current Corporate NICET program (which are subject to change):

NICET CERTIFICATION

Level Achieved	Cash Award
II	\$1,000
III	\$2,000
IV	\$3,000

Premium Pay: As compensation for the additional responsibilities and expectations required of those employees achieving NICET Certification level 2-4 a cumulative 5% for each level achieved will be paid.

IN WITNESS THEREOF, the parties hereto have duly executed this Agreement
as of November 11, 2015.

COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO

TYCO INTEGRATED
SECURITY, LLC

By: Erin M. Bowie
Erin M. Bowie
CWA Representative

By: Timothy Drabek 11-11-15
Timothy Drabek
Director Labor Relations

Thomas J. Antonio
Thomas J. Antonio, Area VP South
CWA Local 1122

Dave Diem
Dave Diem
Bargaining Committee Member

Rick Verano
Rick Verano
Bargaining Committee Member