

ARTICLES OF AGREEMENT

BETWEEN

ADT SECURITY SERVICES, INC.

AND

COMMUNICATIONS WORKERS OF AMERICA

AFL-CIO, CLC

MARCH 27, 2022 TO SEPTEMBER 26, 2024

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AGREEMENT

This agreement made and entered into this 27th day of March, 2022 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

ADT, 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 November 26, 1966 in Case Number 21-RC-10222 classified by the Employer as residential and small business installers, residential and small business high volume commissioned installers, residential and small business service technicians, residential and small business stock handlers employed by the Employer at its facilities in Anaheim, Chatsworth, Riverside, San Diego, Santa Barbara and Torrance, CA; but excluding all alarm service investigators, relief supervisors, all office clerical employees and professional employees, guards and supervisors, as defined in the Act; and excluding all commercial installers, commercial service technicians and commercial stock handlers 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 offices listed above to another, this provision shall apply to the new office.

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.

Employees are not required to maintain union membership once the collective bargaining agreement has expired. The parties further agree any obligation for employees to remit regular dues and initiation fees will be waived until a successor agreement is reached. If a successor agreement is reached which is retroactive, such retroactivity will not apply to Article 3.

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. 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. 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 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:

- Employees hired or rehired
- Employees entering or returning from Military Service
- Employees revoking authorization to deduct Union dues
- Employees leaving the Company
- Employees transferring

SECTION 4. No provision of this agreement shall be construed as requiring any employee to execute a union dues check-off authorization. An employee may suspend or revoke their dues deduction authorization by submitting a request in writing or e-mail to the Employer.

ARTICLE 6 GRIEVANCE PROCEDURE

SECTION 1. For the purposes of this Agreement, a grievance shall be defined as any employee alleging a violation of a specific provision of this Agreement or an employee has been disciplined without just cause.

(a) STEP 1. The grievance shall first be taken up orally, within ten (10) calendar days of its occurrence or when such occurrence should have reasonably been discovered, by the aggrieved associate and the direct report Supervisor who has initial responsibility to resolve the matter at hand. The aggrieved must contact the Supervisor in advance to request a review of his concerns and/or to arrange for a meeting if deemed necessary by the Supervisor. Employees may request the presence of the Steward for the meeting. The Supervisor will e-mail the steward notice of the request for a meeting and whether the employee has requested their presence. In the event the grievance is not settled through verbal discussion, the aggrieved employee and a Steward may refer the grievance in writing, within seven (7) calendar days of the discussion, to the Supervisor for a written decision thereupon. The immediate Supervisor will, within seven (7) calendar days, respond in writing.

(b) STEP 2. In the event the grievance is not settled in Step 1, the Union Steward may refer the grievance, in writing, within seven (7) calendar days of the written response, to the next appropriate level of management for a written decision thereupon. The next appropriate level of management will, within fourteen (14) calendar days, respond in writing. If the grievance involved the suspension or termination of an employee, a step 2 meeting involving the grievant, steward, CWA representative and area manager will be held, if requested by the Union. Such meeting shall take place no later than seven (7) days after the second step request.

(c) STEP 3. In the event the grievance is not settled in Step 2, the chief steward or designee may refer the grievance, in writing, within seven (7) calendar days of the Step 2 decision, to the Director of Labor Relations who will, within (14) calendar days, respond in writing.

SECTION 2. Any extensions to the time limit set forth in this Article must be by mutual agreement, in writing, between both parties.

SECTION 3. Failure of management to respond in writing within the time limits above shall be deemed a rejection of the grievance.

SECTION 4. By mutual consent of both parties, Steps 1 and 2 can be eliminated.

SECTION 5. Any grievance settled prior to arbitration will not set precedent nor prejudice any other matters unless agreed to, in writing, by the Director of Labor Relations and the CWA Representative or designee.

SECTION 6. Nothing in this section will prevent an employee from seeking remedies through the Company's administrative procedures; however, an employee may choose only one process, either the grievance procedure or the Company's administrative process. Any remedy provided through the Company's administrative procedure shall not set precedent nor prejudice any other matters and/or be applicable to the interpretation, meaning and/or application of this Agreement. The Union shall be provided with a copy or description of the remedy; provided, however, that if the matter does not relate to a claimed violation of this Agreement, the employee may request that the merits of the remedy be confidential and that the Union receive only notice that a remedy was arrived at between the employee and the Employer.

SECTION 7. A grievance not initiated within the time specified shall be deemed waived. Failure of the moving party to appeal a decision within the time limit specified will mean that the grievance shall be considered withdrawn and shall not be eligible for further appeal.

SECTION 8. The number of employees to management in a disciplinary meeting shall be one (1) to one (1), except for the 3rd step, such stewards shall be from the same office.

SECTION 9. Employees will be compensated for reasonable time spent in grievance meetings. The company reserves the right to determine the reasonable time period for any grievance meeting.

SECTION 10. Management will provide documents or access to documents in response to any request for information it deems relevant.

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 the third step notice in Article 6. 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, medical and/or dental benefits shall not be arbitratable.

SECTION 3. In disciplinary matters involving suspension or termination, the arbitrator may deny the grievance or reinstate the grievant with full or partial regular back pay.

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 (7th) 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 \$175/\$225 (holiday week) 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.

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 ten (10) holidays each year. The fixed holidays will be as follows:

- | | |
|----------------|------------------|
| New Year’s Day | Labor Day |
| Memorial Day | Thanksgiving Day |
| July 4th | Christmas |

With respect to the day after Thanksgiving, Christmas Eve and New Year’s Eve, the Company will endeavor to grant as many employees off while maintaining enough staff to meet customer demands. Employees required to work on the Day After Thanksgiving will receive time and a half for all hours worked.

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 fixed holiday pursuant to Section 1 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.

SECTION 6. Holiday pay will be based on the normally scheduled work day. The above-listed holidays shall be observed on the calendar day except where otherwise mutually agreed between the Company and the Union. The above-listed holidays shall be observed on the calendar day except: When a calendar holiday falls on a Sunday, it shall be observed on the following Monday. When a calendar holiday falls on a Saturday, it shall be observed on the preceding Friday.

SECTION 7. Employees who work a Tuesday-Saturday shift will be allowed Saturday off when a calendar holiday falls on Saturday and the observed holiday is Friday. In addition, they will observe the holiday on Tuesday when a calendar holiday falls on Sunday and is observed on Monday for all other employees.

SECTION 8. On January 1st of any year, Employees who have banked more than 7 floating holidays will not be entitled to additional floating holidays. Once an employee falls below the number listed above, they will be entitled to their full floating holiday allotment less the pro-rated amount for the day(s) they were in non-compliance.

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:

(d) January 15 – vacation selection process begins

February 15 – all vacations requests should be submitted to managers

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.

SECTION 4. Employees who are entitled to more than 1.75 times their contractual entitlement of vacation shall not earn any additional vacation until they drop below the number of days in the following chart.

Contractual Entitlement	1.75 x Contractual Entitlement (rounded to nearest day)
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10 days	18 days
15 days	26 days
20 days	35 days

SECTION 5. Once an employee falls below the number listed above, they will be entitled to their full vacation allotment less the pro-rated amount for the day(s) they were in non-compliance.

**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.

SECTION 2. 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.

SECTION 3. 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 4. 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 5. 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 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.

During the term of the agreement, the parties agree the Company may unilaterally offer 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 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.

SECTION 4. The HVCI employee's seniority will be melded into the technician seniority list effective immediately.

SECTION 5. 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 6. 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 50 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

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:

- Union Meetings
- Union elections and nominations
- Appointments of Union officers
- Union social and recreational affairs
- Regularly issued financial statements of the Union
- Jointly signed minutes of conferences between the Union and the employer
- Agreements concluded by the Union and the Employer
- 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:

- Leave of absence will be granted, initially, for a period up to ninety (90) days.
- 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
- Employees will receive no wages during his absence
- Employee's service record is governed by the rules and regulations of the benefit plan
- 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:

- To attend school
- To get married
- To perform civic duties

- To attend religious functions
- For performance of ordered military duty in the service of the State or Federal Government
- 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:

- **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.
- **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.
- **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.

- QUARTERLY MEETINGS - Quarterly meeting including Company Management and union Officials may be scheduled at each SSO at the request of either party. The requesting party shall submit an agenda one week prior to the meeting.
- DRUG POLICY - The ADT Drug Policy will be implemented. Effects of such policy may be subject to the Grievance and Arbitration Procedure.
- 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.
- There will be a \$85 boot/safety glass 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"

		4	3
SCHEDULE A FIRE TESTER/STOCK PERSON		3/27/22	6/27/23
Start	\$15.95	\$16.59	\$17.09
6 Months	\$16.70	\$17.37	\$17.89
12 Months	\$17.50	\$18.20	\$18.75
18 Months	\$18.50	\$19.24	\$19.82

24 Months	\$19.47	\$20.25	\$20.86
30 Months	\$20.89	\$21.73	\$22.38
36 Months	\$22.91	\$23.83	\$24.54
SCHEDULE A SERVICE TECHNICIAN/INSTALL ER			
Start	\$18.80	\$19.55	\$20.14
6 Months	\$20.39	\$21.21	\$21.84
12 Months	\$21.95	\$22.83	\$23.51
18 Months	\$23.52	\$24.46	\$25.19
24 Months	\$25.11	\$26.11	\$26.90
30 Months	\$26.66	\$27.73	\$28.56
36 Months	\$28.24	\$29.37	\$30.25
42 Months	\$29.79	\$30.98	\$31.91
48 Months	\$31.38	\$32.64	\$33.61

Payment of Wages above the top scale

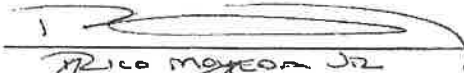
- A. Increase Lead pay from \$.50 to \$1.00 (incremental pay will only apply to those employees truly performing the lead function as deemed by management). Employees currently receiving lead pay will be grandfathered.
- B. Increase SST pay from \$1.00 to \$2.00 (incremental pay will only be applicable 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

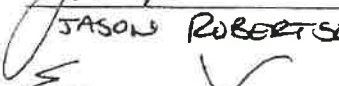
This Agreement shall be effective from **March 27, 2022** and shall remain in full force and in effect through **September 26, 2024** and thereafter, from year to year unless prior notice in writing shall be given by either party to the other of it's termination or of any changes desired sixty (60) days prior to the end of the current term.


IN WITNESS THEREOF, the parties hereto have duly executed this Agreement as of this **22nd** day of April 2022.

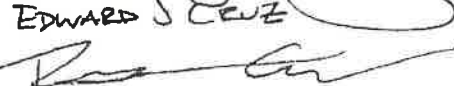

Date 4-22-22

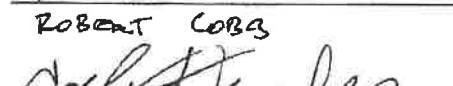

Date 4-22-22

RICO MORALES JR

Date 4-22-22

JASON ROBERTSON

Date


Date 4-22-22


EDWARD J CRUZ

Date 4-22-22

ROBERT COBA

Date


Date 4-22-22

Cole Bruschen

Date


Date 4-22-22

FOR ADT:

James Nixdorf
Director, Labor Relations
Date

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.

The Union may request backlog numbers if all employees are required to work scheduled overtime.

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:

Jim Nixdorf

PILOT:

From date of ratification until 12/31/2022 - If parts are added to a Members truck inventory by Warehouse, Management, Distribution Center, the Member shall receive an email advising of such additions/transfers/deletions. To be re-evaluated by union and management in December of 2022. Prior to the end of the pilot, 2 quarterly meetings shall be held to address issues. Meetings will be held with Area Steward and General Office Manager. The program cannot be terminated unless mutually agreed upon.