

ARTICLES OF AGREEMENT

BETWEEN

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

AND

**COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO, CLC**

February 7, 2025 – January 31, 2028

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AGREEMENT

This agreement made and entered into this 7th day of February 2025 by and between Johnson Controls Security Solutions LLC (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

Johnson Controls Security Solutions 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 and Case Number 21-RC-13951 on January 24, 1975 classified by the Employer as commercial installers, commercial service technicians and testers and commercial stock handlers employed by the Employer at its facilities in Irvine, Riverside, San Diego, and Burbank, 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 residential and small business installers, residential and small business high volume commissioned installers, residential and small business service technicians and residential and small business 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.

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 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:

- 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 3rd step, such stewards shall be from the same office.

SECTION 7. Any grievance settled prior to arbitration shall not set precedent nor prejudice any other matters unless agreed to in writing by the CWA Chief Steward or above and the Director of Labor Relations.

SECTION 8. Pursuant to California Labor Code Section 2699.6, the Parties hereby expressly and unambiguously waive the provisions of the California Private Attorneys General Act (PAGA), Labor Code Section 2698, et seq., and agree that none of the provisions of that statute apply to any of the employees covered by this Agreement. The parties further agree that this Agreement prohibits any and all violations of the California Labor Code sections identified in Labor Code 2699.5 and 2699(f) as well as any others that would be redressable by PAGA, and that such claims shall be resolved exclusively through the Grievance-Arbitration procedure contained in this Agreement and shall not be brought in a court of law or before any administrative agency such as the California Labor Commissioner.

An arbitrator presiding over an arbitration conducted pursuant to the Grievance Procedure shall have the authority to make an award of any and all remedies otherwise available under the California Labor Code, except for an award of penalties that would be payable to the Labor and Workforce Development Agency.

All claims or disputes involving alleged violations of the Industrial Welfare Commission Wage Order 16, the California Labor Code, and the Fair Labor Standards Act, and all derivative claims under Cal. Business & Professions Code section 17200, et. seq., as well as for associated penalties, not otherwise covered by the this Agreement, shall be subject to final and binding arbitration pursuant to Section 28 of this Agreement. To the extent permitted by law, all such claims or disputes shall be brought by or on behalf of the employee in their individual capacity only and not as a member of any purported class, collective or representative proceeding, any Arbitrator shall not have the authority to fashion a proceeding as a class, collective or representative action or to award relief to a group or class of employees in one arbitration proceeding. Nothing herein shall prohibit the parties from entering into an agreement to consolidate grievances before an arbitrator.

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 Federal Mediation Conciliation Service (FMCS), provided such request is made within thirty (30) 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. 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 shift differential applies to installation and service (does not apply to on-call or any other type of overtime.) 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 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 \$170.00 dollars per week for stand-by. Such assignments shall be for one-week (1) period, such as Monday - Sunday. 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 \$210.00 dollars per week paid for holiday standby.

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 thirteen (13) holidays each year. The fixed holidays will be as follows:

New Years Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving
Memorial Day	Day after Thanksgiving
July 4 th	Christmas Eve
Christmas	New Years Eve

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. Unless changed by agreement between the Union and the Company, when a calendar holiday falls on a Sunday, it shall be observed on the following Monday. When a calendar holiday falls on Saturday, it shall be observed on the preceding Friday. 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 observed 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.

SECTION 6. With respect to Juneteenth (June 19th), the company will endeavor to grant as many employees requesting use of a floating holiday on that day while maintaining enough staff to meet customer demands.

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 five (5) years	2 weeks
Five years but less than ten (10) years	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.
- D) Any vacation not scheduled by April 1st, may require management to schedule vacation time for employees in the calendar year in order to meet business needs.

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. An additional two days unpaid may be granted in connection with the death of an eligible family member, especially where long distance travel, domestic or international, is required.

- 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 provided according to the terms of the JCI sick time policy.

At management's discretion, employees may use other compensated time (floating holiday or vacation) if they are ineligible for payment for their own personal illness, or for other purposes if required by local law. Employees may also use up to two days of compensated time (floating holiday or vacation) for the illness of a dependent child. Approval of such time does not prohibit the Company from taking such incidents into account for disciplinary purposes, except as prohibited by law.

If the JCI Sick Time Policy changes the Local will be advised of the changes in advance.

ARTICLE 12 PLANS FOR EMPLOYEES' PENSIONS, DISABILITY BENEFITS AND DEATH BENEFITS

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

ARTICLE 13 GROUP HOSPITALIZATION AND SURGICAL INSURANCE

SECTION 1. 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 Johnson Controls Security Solutions employees. Employee contributions for such benefits will be identical as those paid on behalf of the majority of Johnson Controls Security Solutions 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.

SECTION 2. The parties agree that implementation of the U.S. Patient Protection and Affordable Care Act and related regulations ("PPACA") may require the Employer to make changes to the health care benefits provided pursuant to this Agreement. The parties further agree that if the Employer provides health care coverage to Employees in a different form, any benefit changes made shall be identical to the benefit changes provided to the majority of the Employer's employees.

ARTICLE 14 SENIORITY

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

SECTION 2. Full-time employees shall be considered probationary for their first six (6) months. Part-time employees shall be considered probationary until they have served with the employer for 667 hours, but in no event less than six (6) months. Such probationary new hires may be disciplined, terminated, or laid off at any time, without recourse to arbitration.

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 1/1/2006 will be on a new seniority list split by the following three departments: Installation, Service and Stock/Fire Testers.

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, retires, or is discharged or otherwise dropped for cause, shall not 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/forewoman 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 reimbursed of sixty dollars (\$60.00) a day for meals with receipts plus reasonable cost of a room when an employee is required to be away from home overnight. Incidental expense up to \$5.00 for each overnight stop (with receipts when available) will be granted from the first day for any employee traveling or away from his/her home. Incidental expenses are intended to cover such items as laundry, hotel gratuities, casual parking etc. Occasional exceptions to the above may be approved by management if justified.

SECTION 6. If any employee requests to return home rather than remain overnight, subject to approval by the Employer, 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:

- 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 19 LEAVE OF ABSENCE

SECTION 1. A leave of absence without pay may be granted to an employee, work conditions permitting, under the following conditions:

- 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 20 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 21 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 Employer Drug Policy will be implemented. Effects of such policy may be subject to the Grievance and Arbitration Procedure.
- 6) The company will provide up to \$150.00 annually towards the purchase of safety shoes, following the submittal of a receipt.
- 7.) The company will provide up to \$200.00 every two (2) years towards the purchase of prescription safety glasses, following the submittal of a receipt.

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

ARTICLE 22 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 four (4) weeks notice to the Company. Any other meetings during the year that will be attended by five (5) or more stewards will require a four (4) week notice as well. Any meeting with less than five (5) 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 23 SEPARABILITY/AGREEMENT OF PARTIES

If the enactment of legislation, or a determination of a court of final jurisdiction (whether in a proceeding between the parties or in one based on a similar statement of fact) invalidates any portion of this Agreement it shall not affect the validity of the rest of this Agreement, which shall remain in full force according to its terms in the same manner and with the same effect as if such invalid portion had not originally been included herein.

The provisions of this Agreement constitute the entire agreement between the parties. No waiver or modification of any provision of this Agreement shall be effective unless signed by the parties hereto, and no such writing, applicable to any particular instance or instances, shall be construed as any general waiver or modification, but shall be strictly limited to extent and occasion specified therein.

ARTICLE 24 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. The Company will make a reasonable effort to notify the union of the benefits to be implemented or terminated.

SCHEDULE "A" WAGE RATES

SCHEDULE A WIRE PULLER/HELPER

	12/24/2023	Effective 2/9/2025	Effective 1/4/2026	Effective 1/3/2027
Start	\$15.95	\$23.40	\$24.10	\$24.83
6 Months	\$16.48	\$24.00	\$24.72	\$25.46
12 Months	\$17.02	\$24.50	\$25.24	\$25.99
18 Months	\$17.55	\$25.00	\$25.75	\$26.52
24 Months	\$18.08	\$25.50	\$26.27	\$27.05

- 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

	12/24/2023	Effective 2/9/2025	Effective 1/4/2026	Effective 1/3/2027
Start	\$17.55	\$23.40	\$24.10	\$24.83
6 Months	\$18.08	\$24.00	\$24.72	\$25.46
12 Months	\$19.14	\$24.50	\$25.24	\$25.99
18 Months	\$20.21	\$25.00	\$25.75	\$26.52
24 Months	\$21.27	\$25.50	\$26.27	\$27.05
30 Months	\$23.40	\$26.00	\$26.78	\$27.58
36 Months	\$25.52	\$26.92	\$27.73	\$28.56

**SCHEDULE A SERVICE
TECHNICIAN/INSTALLER**

	12/24/2023	Effective 2/9/2025	Effective 1/4/2026	Effective 1/3/2027
Start	\$20.81	\$23.40	\$24.10	\$24.83
6 Months	\$22.55	\$24.00	\$24.72	\$25.46
12 Months	\$24.29	\$25.63	\$26.39	\$27.19
18 Months	\$26.03	\$27.46	\$28.29	\$29.13
24 Months	\$27.79	\$29.32	\$30.20	\$31.10
30 Months	\$29.49	\$31.11	\$32.05	\$33.01
36 Months	\$31.25	\$32.97	\$33.96	\$34.98
42 Months	\$32.96	\$34.77	\$35.82	\$36.89
48 Months	\$34.72	\$36.63	\$37.73	\$38.86

*Lead person \$1.00 above scale

Technicians and Inspectors who have not yet reached top rate shall obtain the Fire, Life & Safety License as a condition of employment prior to reaching top rate.

Those Technicians and Inspectors already at top rate who are directed by management to obtain the Fire, Life & Safety License for an objective need as a condition of employment shall obtain the license in the timeframe prescribed by management. In no case shall the initial timeframe be less than 90 days. Failure to obtain the Fire, Life & Safety License within that timeframe may result in progressive discipline.

The Company will provide a training class and test taking time as well as reimburse the employee for the first two attempts. Thereafter the employee is responsible. Those technicians who obtain the Fire, Life & Safety License prior to December 31, 2013 will receive a one-time only payment of \$200.00.

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 Employer tuition reimbursement policy upon successful completion of certification.
- E. Any training done within the Employer, will be paid.

F. Company NICET policy is incorporated herein

G. Testers assigned to inspect per NFPA (such as test water flow & PIV valves, smoke detector, duct detector, heat detector, strobes and horns, manual pulls, etc. and meter/replace batteries will be compensated per Schedule A. Testers assigned additional duties (such as replace broken manual fire pulls, heat detectors, smokes, check phone line & replace any visibly damaged devices, etc. will be paid an additional \$1.50 per hour. Such Testers shall do no trouble-shooting and nothing beyond replacing devices.


ARTICLE 25
TERMINATION DATE


This Agreement shall be effective from February 7, 2025 and shall remain in full force and in effect through January 31, 2028, and thereafter, from year to year unless prior notice in writing shall be given by either party to the other of its termination or of any changes desired sixty (60) days prior to the end of the current term.


IN WITNESS THEREOF, the parties hereto have duly executed this Agreement as of this
_____ day of February 2025.

FOR THE UNION:

 3/7/25
Date

 3/7/25
Date

 3-7-25
Date

 3-7-25
Date

FOR THE COMPANY:

 3-30-2025
Date
Tim Drabek
Director, Labor Relations

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.

2. ARTICLE 8 – HOURS OF WORK AND OVERTIME

When scheduled Overtime is needed for installation and/or service requirements, qualified volunteers will be sought via electronic communication. Management shall notify the Union (Area Steward or next level Steward) at least forty-eight (48) hours in advance, when possible. If there are enough volunteers for the needed overtime, management will not notify the Union.

If not enough volunteers have the proper skill set, Management and the Union will then go to the Local SSO seniority list, determine which technicians have the proper skill set and, using inverse seniority, the technicians will then be assigned to work overtime.

FOR THE UNION:

Date

Date

FOR THE COMPANY:

Tim Drabek
Director, Labor Relations

Date

In an effort to improve efficiency and profitability, JCSS and CWA 9400 agree to the following:

- 1. The Company may implement pilot incentive programs during the term of this agreement.
- 2. The Company agrees to discuss any such program with the Union prior to implementation.
- 3. The Company reserves the right to alter, modify or terminate any such program implemented during the term of this agreement.

4. This Agreement may be terminated by either party with two-weeks notice to the other party.
5. This Agreement shall terminate at the end of the term of the collective bargaining agreement.

CWA 9400 (date)

JCSS (date)

Letter on vacation schedule
Mr. Leonard McElhannon, Chief Steward
CWA Local 9400
7844 Rosencrans Avenue
Paramount, CA 90723-2296

Re: vacation scheduling

Dear Mr. McElhannon:

I am writing with regard to our discussion concerning vacation scheduling. The company agrees not to finalize the on-call list until the vacation schedule is approved.

If you have any questions on this or any other matter, please feel free to reach me at 518-951-7346.

Sincerely,
Tim Drabek
Director – Labor Relations

August 9, 2010

Mr. Leonard McElhannon, Chief Steward
CWA Local 9400
7844 Rosencrans Avenue
Paramount, CA 90723-2296

Re: 401k

Dear Mr. McElhannon:

Pursuant to the modification provisions of the 401(k) plan document referenced in the Collective Bargaining Agreement, the Company will amend the plan document to allow the group covered by the CWA 9400 collective agreement to be eligible for the dollar for dollar (up to 5%) Company match.

If you have any questions on this or any other matter, please feel free to reach me at 310-619-2240.

Sincerely,
Julie Perkinson-Carpenter
Director, Human Resources

November 24, 2021

Re: Vacation & Floating Holiday Side Agreement

Dear Mr. Moyeda:

As discussed in negotiations, management recognizes and encourages a healthy work/life balance by providing vacation and floating holiday benefits to employees.

Beginning 1/1/2022 and thereafter, Employees will be eligible to accumulate vacation and floating holidays a maximum of 1.5X their annual grant year-to-year. After an employee's balance reaches 1.5X times their annual vacation and floating holiday eligibility, such employees grant will stop. Such employees will be granted their vacation and floating holiday on a prorated basis the month immediately following their balance going below 1.5X times.

The company will administer vacation assignments in accordance with state law. The parties will meet in a Labor/Management meeting within 60 days after Ratification of the new contract for the company to consider further input from the union regarding the employees with the highest balances. The company will notify the union stewards and people over the cap on a quarterly basis.

To illustrate the above: Example #1 – is an employee eligible for 20 days of vacation per year that has a balance of 30 days as of the day before their anniversary. Since they are under 1.5X they will get their normal 20 day grant, bringing them to a total of 50 days. Example #2 – is an employee eligible for 20 days of vacation per year that has a balance of 32 days as of the day before their anniversary, since they are over 1.5X they will not get their normal 20 day grant, however they will be granted their vacation on a prorated basis the month after their balance goes below 30 days. In this example if their anniversary was January 1st and their balance on March 31st was under 30 days, they would be granted an additional 15 days of vacation in April.

SIDE LETTER

October 5, 2018

Mr. Richard Moyeda
CWA Representative

RE: Payroll

Dear Mr. Moyeda,

In conjunction with previously announced paystub, pay week and payday changes, mailed year-end tax statements (W-2's) will be discontinued in 2019 and will be made available electronically.

Effective on or around April 2019, all wages will be paid via direct deposit. Employees who are unable to attain a bank account allowing for direct deposit will be paid via pay card.

In addition, the Company may elect to implement a bi-weekly payroll. If such transition to a bi-weekly payroll is initiated, it will not occur without a minimum of sixty (60) days' notice to bargaining unit employees.

Sincerely,

Tim Drabek
Director of Labor Relations, JCSS