

**AGREEMENT**

**BETWEEN**

**COMMUNICATION WORKERS OF AMERICA, AFL-CIO**

**AND**

**TYCO INTEGRATED SECURITY, LLC**

**(LOUISIANA)**

**JANUARY 28, 2014 - March 31, 2017**

# **INDEX TO ARTICLES OF AGREEMENT**

<u>Agreement</u> .....	3
<u>Mutual Interests</u> .....	3
<u>ARTICLE 1: Mutual Recognition of Rights</u> .....	3
<u>ARTICLE 2: Anti-Discrimination</u> .....	4
<u>ARTICLE 3: Voluntary Check-Off</u> .....	4
<u>ARTICLE 4: Grievance Procedure</u> .....	6
<u>ARTICLE 5: Arbitration</u> .....	7
<u>ARTICLE 6: Hours of Work and Overtime</u> .....	7
<u>ARTICLE 7: Holidays</u> .....	10
<u>ARTICLE 8: Vacations</u> .....	11
<u>ARTICLE 9: Paid Absences</u> .....	12
<u>ARTICLE 10: Plan for Employees’ Pensions, Disability and Death Benefits</u> .....	13
<u>ARTICLE 11: Group Hospitalization, Surgical and Dental Plan</u> .....	14
<u>ARTICLE 12: Seniority</u> .....	14
<u>ARTICLE 13: Severance Pay</u> .....	15
<u>ARTICLE 14: Pay for Use of Employee-Owned Automobiles, Traveling Time and Expenses</u> .....	16
<u>ARTICLE 15: Wage Rates</u> .....	17
<u>ARTICLE 16: Bulletin Board</u> .....	17
<u>ARTICLE 17: Leave Of Absence</u> .....	18
<u>ARTICLE 18: Work Stoppage</u> .....	18
<u>ARTICLE 19: Credit Union</u> .....	18
<u>ARTICLE 20: Preference for Training</u> .....	19
<u>ARTICLE 21: Miscellaneous</u> .....	19
<u>ARTICLE 22: Separability/Agreement of Parties</u> .....	20
<u>ARTICLE 23: Termination Date</u> .....	20
<u>SCHEDULE “A” WAGE PROGRESS SCALES: The State of Louisiana</u> .....	21
<u>Lead Installer</u> .....	21
<u>System Service Technician (SST)</u> .....	22
<u>NICET Certification</u> .....	23
<u>Letter of Understanding</u> .....	25

## **Agreement**

This Agreement made and entered into this 28th day of January 2014, by and between the Tyco Integrated Security, LLC (Louisiana) hereinafter called the “EMPLOYER” and the Communications Workers of America, hereinafter called the “UNION”.

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

## **Mutual Interests**

The economic interest of the EMPLOYER and the employees is better served through the expressed cooperation of the EMPLOYER and the UNION. Close contact and a mutual sympathetic interest between the EMPLOYER and the employees will develop a better working system which will tend to constantly improve distribution, production and service, while improving the relationship between the EMPLOYER, employees and the public.

The EMPLOYER and the UNION recognize the importance of maintaining healthy and safe working conditions and both are cooperating to that end.

The EMPLOYER agrees to maintain safe, sanitary and healthful conditions in all work areas and adhere to all appropriate federal, state and city laws pertaining to the safety and health of the employees. Union representatives shall be allowed to investigate abnormally dangerous conditions if there is a disagreement between an employee and the Company representative.

If a good faith claim is made that such conditions exist, the affected employee shall not be directed to perform such work unless an investigation is made by a Company representative.

The EMPLOYER shall keep first aid kits available in all of its work locations and all vehicles used by employees in the performance of their work.

## **ARTICLE 1: Mutual Recognition of Rights**

**SECTION 1.** The EMPLOYER hereby recognizes the UNION as the exclusive bargaining representative with respect to rates of pay, wages, hours and other conditions of employment for the employees in the bargaining unit for whom the UNION was certified by the National Labor Relations Board on March 22, 1976, in Case Number 15-RC-5864, including all full-time and regular part-time employees classified by the EMPLOYER as Servicemen and/or Installers employed by the EMPLOYER at the facilities located in the State of Louisiana; excluding all other employees, classified by the EMPLOYER as Guards, office clerical employees, professional employees, assistant managers, supervisors, relief supervisors, foremen, assistant foremen, chief clerks, and all other supervisors as defined in the Act.

**SECTION 2.** The operation of the EMPLOYER’S business and the direction of the working force including, but not limited to, the making of and enforcement of reasonable rules and regulations relating to the operation of the EMPLOYER’S business, the establishment of reporting time, the right

to hire, transfer, lay-off, promote, demote, discharge for cause, assign or discipline employees, to relieve employees from duties because of lack of work or other legitimate reasons, to plan, direct and control operations, to determine the amount and quality of work needed to introduce new or improved methods, to change existing practices, and to transfer employees from one location or classification to another is vested exclusively in the EMPLOYER, subject, however, to the provisions of this Agreement.

The EMPLOYER may sub-contract work as it deems necessary provided that such sub-contracting does in and of itself not result in reduction of regular work hours or regular work of any of the unit employees.

**SECTION 3.** All new employees shall be subject to a ninety (90) day probationary period.

## **ARTICLE 2: Anti-Discrimination**

**SECTION 1.** The EMPLOYER will not interfere with, restrain, or coerce employees covered by this Agreement because of membership, or activity on behalf of the UNION.

**SECTION 2.** Every employee shall be free to join or refrain from joining any labor organization and in the exercise of such freedom shall be free from interference, force or coercion of any kind-direct or indirect.

**SECTION 3.** It is the policy of the EMPLOYER and the UNION not to discriminate against any employee based on race, color, religion, creed, gender, pregnancy, sexual orientation, age, national origin or ancestry, marital status, veteran status, union status, physical or mental disability, or any other legally protected status.

**SECTION 4.** The EMPLOYER shall notify the UNION Representative at the hiring of any new employee and afford 45 minutes Company paid time, scheduled with the immediate Supervisor, for the UNION Representative to explain the UNION benefits and responsibilities. The Company will e-mail to the appropriate local, within two weeks of the date of hire, the names of the new hires.

**SECTION 5.** The EMPLOYER agrees that the International Representative of the UNION or his Designee shall be allowed access to the office where workers are employed under the terms of this Agreement. This access shall be at a reasonable time.

**SECTION 6.** At any meeting between a representative of the Employer and an employee in which discipline ( including warnings which are to be recorded in the personnel file, suspension, demotion, or discharge for cause) is to be announced, the employee shall be advised of his/her right to Union Representation, and a Union Representative shall be present if the employee so requests.

## **ARTICLE 3: Voluntary Check-Off**

### **SECTION 1.**

a) For all the period of this Agreement, upon receipt of a written, personally signed authorization on a form approved by EMPLOYER from any employee subject to this Agreement, the

EMPLOYER will deduct from such employee's pay the 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 pay day of each month, the total deductions made by the EMPLOYER, together with a list of those employees for whom such deductions have been made.

b) When earnings are insufficient to cover the authorized deduction, UNION dues shall be deducted in the next payroll period in which sufficient pay is available.

**SECTION 2.** The UNION will indemnify and keep indemnified the EMPLOYER against any and all liability and expense of ever kind and nature without any limitation whatsoever that shall arise out of any action taken by the EMPLOYER in making deductions of UNION dues and this indemnification shall include but shall not be limited to such matters as all cost of suits, proceedings, claims, demands, damages and expenses, attorney's fees and court expenses.

**SECTION 3.** The EMPLOYER shall provide the UNION each month a list of employees in job classifications covered by this Agreement, under the following conditions:

- a) Employees hired or rehired.
- b) Employees entering or returning from Military Service.
- c) Employees revoking authorization to deduct UNION dues.
- d) Employees leaving the Company.
- e) Employees entering the bargaining unit from another department within the Company.

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

**SECTION 5.** The form of Dues Deduction Authorization shall be as follows:

Beginning in \_\_\_\_\_, \_\_\_\_\_, I hereby authorize \_\_\_\_\_ to deduct each month from my salary or wages, sickness or accident disability payments, other benefit payments, or vacation payments an amount equal to the regular monthly UNION dues as certified to the Company by the Secretary-Treasurer of the Communications Workers of America. This authorization is voluntarily made and is neither condition of my continuing as a member of the Union, nor given as the consideration for membership. Each amount so deducted shall be remitted by the Company to the Secretary-Treasurer of the Communications Workers of America or his duly authorized agent. If for any reason the Company fails to make a deduction, I authorize the Company to make such deduction in a subsequent payroll period.

This authorization shall continue in effect until canceled by written notice from the Secretary-Treasurer of the Communications Workers of America, or until canceled by an individual notice signed by me, and sent individually by certified mail to the Company with a copy to the Union,

postmarked during the ten (10) day period prior to the termination date of the current or any subsequent Agreement between the Company and the Union, or during the same ten (10) calendar dates in each year prior to the termination date of the then existing Agreement.

**SECTION 6.** Company will email updated seniority list monthly to the International Representative of the Communications Workers of America.

**SECTION 7.**

a) The Company agrees to make collection of CWA-COPE-PAC payments of any bargaining unit employee through payroll deduction upon the order in writing, signed by such employee, and to pay over the amount thus deducted to the CWA-COPE-PAC.

b) A payroll deduction authorized pursuant to this Agreement will be transmitted to the Treasurer of the CWA-COPE Political Action Committee on a monthly basis.

c) Such procedures shall continue in effect during the term of this agreement.

**ARTICLE 4: Grievance Procedure**

Certified Union Representatives and grievant (s) who are employees of Tyco Integrated Security, LLC, and are necessary to a grievance hearing shall suffer no loss in payment for time spent in meeting with management. Such employees shall also be paid for time consumed in traveling to and from the grievance meeting. Union Representatives shall notify the supervisor when any such excusal is to begin and for what period the employee expects to be absent from duty.

All entries of an evaluation or disciplinary nature entered into an employee's service record shall be brought to the attention of the employee and discussed with him and subject to grant the grievance procedure.

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

Grievances must be presented within sixty (60) calendar days from the alleged violation. First level meetings will be conducted within ten (10) calendar days of the initial request, unless mutually agreed to by both parties to extend this timeframe.

Step 1. The employee shall discuss the grievance with his immediate supervisor for the purpose of adjusting same. The employee shall, at all times, have the right to have his Union Representative present in discussing 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 in writing to the next appropriate level of management within fifteen (15) calendar days after the Supervisor has answered. If not so appealed, the grievance shall be deemed not to exist. The Area Manager shall attempt to settle the matter within five (5) working days subsequent to the date of submission of the written grievance form.

Step 3. If the grievance is not adjusted satisfactorily in Step 2 it may be appealed within ten (10) working days to the next appropriate level of management of the Employer and the

International Representative of the Union. The Manager shall attempt to settle the matter within thirty (30) calendar days subsequent to the date of the appeal.

Step 4. If not adjusted satisfactorily in Step 3, the grievance shall be subject at the instance of either party to arbitrations provided in Article 5.

\* The Union will be provided updated organization charts if management changes occur.

SECTION 2. a) If no response is forthcoming within the time limitations of a particular Step of the grievance procedure, the grieving party may advance to the next Step of the grievance procedure. The time limits at Step 2 and Step 3 may be extended at the request of either party.

SECTION 3. Nothing in this Agreement shall be construed as restricting the right of an individual employee or a group of employees to adjust any grievance with the EMPLOYER through the regular channels of the EMPLOYER'S administrative organization, provided such adjustment is not inconsistent with the terms of this Agreement and provided a representative of the Union has been given an opportunity to be present at such adjustment.

SECTION 4. The UNION and the EMPLOYER shall keep each other currently informed of their respective duly authorized representatives who handle each of the steps in the grievance procedure.

SECTION 5 - Any grievance settled prior to arbitration shall not set precedent nor prejudice any future matters unless agreed to in writing by the CWA Representative and the Director of Labor Relations.

## **ARTICLE 5: Arbitration**

**SECTION 1.** In the event that an agreement cannot be reached between the Union and the Employer with respect to a grievance involving and limited to the interpretation and application of any specific provision of this Agreement, it may be submitted at the request of either party, to arbitration pursuant to the Labor Arbitration Rules of the American Arbitration Association, provided such request is made within sixty (60) days after the final decision has been rendered, the decision of the arbitrator shall be binding on both parties for a period during which the Agreement is effective, the arbitrator shall not have the authority to alter or modify any of the expressed provisions of this 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 practices, matters involving capital expenditures, the opening and closing of new units, the choice of personnel (subject to the seniority provisions, if applicable) the choice of material, service products, processes and equipment, or other business questions of a like nature, or any dispute which either directly or indirectly involves the interpretation or application of the plans covering pensions, disability benefits and death benefits, shall not be arbitrable.

## **ARTICLE 6: Hours of Work and Overtime**

**SECTION 1.** The work week shall be forty (40) hours during any work week or eight (8) hours during any work day. Wages shall be paid weekly. The work week for the purposes hereof shall be the same as the payroll week. Work performed on scheduled days off shall be compensated at overtime rate. The normal work schedule of hourly employees shall be 8:00 AM to 4:30 PM with a

thirty (30) minute lunch period (normally taken between 11am and 1pm), although the Employer will have the right to establish two (2) additional shifts between the hours of 7:00 AM and 8:30 PM, Monday through Friday, except for maintenance requirements at night and on Saturdays. There may be shifts scheduled for maintenance Monday through Saturday between the hours of 7:00 AM and 10:30 PM. Qualified volunteers, by seniority, will be solicited to work schedules other than the normal 8:00 AM to 4:30 PM schedule. Absent sufficient qualified volunteers, assignments will be done by management subject to reverse order of seniority (within the bargaining unit) of qualified employees. Employees assigned for a minimum of thirteen (13) weeks, at which time the shift may be offered to all qualified employees and reassigned based upon qualified employee volunteering for the shift. If no one volunteers, the least senior qualified employee will be assigned to such shift. If at such time business requirements do not require alternative schedules, the Company has the option to change the schedule. If the Company terminates the alternative schedule, it will not reinstate it for a period of thirteen (13) weeks.

The employer shall have the right to adjust installation schedules to provide for Saturday work at straight time rates. In such cases the Company will provide seven (7) days notice. Such flexibility will be based on customer need. Volunteers among installers will be solicited. If insufficient volunteers exist, assignment will be made in reversed seniority order of qualified individuals. No more than forty percent (40%) of installers in each office may be so assigned. Work schedules will be adjusted to provide that Monday will be the second day off.

Servicemen assigned to maintenance/repair responsibilities will be required to work on Saturday on a straight time basis. Saturday work will be rotated among all qualified personnel with a seven (7) day notice. Work schedules will be adjusted to provide that Monday will be second day off.

Service employees without hand held units will call into the RDC at 4:00 pm to receive their work for the next day. In the event, the RDC is unable to dispatch them work at that time, they will call in at 7:00 am the next morning. They shall be compensated for any time spent on the phone with the RDC.

Employees who are issued hand held units will be required to check for dispatching instructions at 7:00 am. In the event they are unable to do so, any time spend on the phone with the RDC shall be compensated.

Employees who report directly to the jobsite from home are responsible for up to 45 minutes of unpaid commuting time from their home to their first job in the morning and up to 45 minutes of unpaid commuting time from their last job to their home each day.

If during the life of this agreement, the Employer requires additional work schedules it shall negotiate with the Union the manner of implementation of such schedule.

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

**SECTION 3.** No employee shall receive less than four (4) hour's pay at one and one-half (1 ½) times his regular rate of pay per week for being on call.

All Service Employees in the Louisiana District will be placed on the Standby/Call Back list on a rotating basis based on qualifications. The employee shall receive no less than three and one-half (3 1/2) hours of pay at one and one-half (1 ½) times his regular rate of hourly pay for each emergency call-out(s) from home responded to during that three and one-half (3 ½) hour period which may be more than one (1) service call up to the three and one-half (3 ½) hours. Any time worked over that three and one-half (3 ½) period will be paid for actual time worked at one and one-half times his regular rate of pay. If an employee is called out after the original three and one-half (3 ½) hour minimum, he shall receive an additional three and one-half (3 ½) hour minimum pay, whether called or not, will be paid to the employee on standby. This time is in addition to any hours worked. From the time an employee returns from call-out, he will be given the option of a six (6) hour rest period before he is expected to report for his next shift. In such cases, the employee must notify the supervisor not later than 7:00 AM. Upon reporting to work that day, the employee will be paid for actual hours worked.

Emergency calls from home that can be resolved on the telephone and have been authorized by the supervisor will be compensated for at one and one-half (1 ½) times the employees regular straight-time hourly rate for one-half (½) hour pay, but not to exceed one (1) hour.

**SECTION 4.** In order to assure effective, efficient and expeditious service to subscribers, it is agreed that all employees classified by the Employer as Guards, may continue to perform the same function and duties as were performed despite the fact they have been excluded from the bargaining unit and are not covered in any way by this Agreement. Guards will continue the practice of restoring service to subscribers' premises when responding to alarm or trouble conditions. There is no intent on the part of the Company to progressively expand the work of the Guards so as to eliminate any of the work of bargaining unit.

**SECTION 5.** In order to assure continuity of service, it is agreed that a non-bargaining unit employees shall not perform bargaining unit work except for the purpose of training or instructions of serviceman employee or in major emergency situations. Supervisors shall not handle emergency call-outs except when servicemen employees are not available or except in major emergency situations.

**SECTION 6.** The EMPLOYER will attempt to distribute overtime as equally as possible among all employees subject to the judgment by the EMPLOYER of the employee's capability of performing the work.

**SECTION 7.** The Employer shall notify employees of their working schedule at least fourteen (14) days prior to the Sunday in which the schedule will be in effect, except for temporary changes in schedules because of emergencies. If any employee's schedule does not change, the Employer is not required to notify such employees.

In the application of the overtime equalization provision of this Agreement, the UNION and the COMPANY agree that the following shall apply:

The Company will post bulletin boards at the place of reporting the number of overtime hours that each employee did not work after being contacted concerning overtime work, the number of

overtime hours worked, the total of overtime hours worked and not worked after being contacted during the elapsed portion of the equalization period.

The current cumulative total shall be brought forward and updated at the end of each month during the life of this Agreement. Subsequent equalization periods shall run concurrently with all future Agreements unless otherwise specified.

**SECTION 8.** Employees shall be notified seven (7) days in advance, except in emergency situations, when they are scheduled to work overtime on Saturdays and Sundays.

**SECTION 9.** There will be a shift premium of seventy five cents (\$.75) per hour for any shift that starts after 12:00 noon for all employees.

## **ARTICLE 7: Holidays**

**SECTION 1.** There will be a total of eleven (11) holidays annually, eight of which will be fixed. The remaining three (3) will be considered floating holidays. The annual fixed holidays are as follows:

**New Year's Day**

**Labor Day**

**Martin Luther King, Jr. Day**

**Thanksgiving Day**

**Day After Thanksgiving Day**

**Memorial Day**

**Christmas Day**

**Independence Day**

Scheduling of floating holidays will require supervisor approval. If an employee has had a floating holiday approved and at a later date, supervision requests the employee work that day the employee may reschedule the day, or if he chooses, work the day and be paid for the holiday as well as 1 ½ times his regular rate of pay in recognition of the day being a holiday (this will also be counted as a holiday taken.) All floating holidays must be scheduled between January 1<sup>st</sup> and October 31<sup>st</sup> or will be scheduled by management. In regards to Christmas Eve and New Year's Eve, the company will allow at least (50%) of the employees in each department to be off that day, provided they have available floating holidays remaining.

If anyone requests a floating holiday by March 15<sup>th</sup> and it is approved, the holiday will be guaranteed. In cases where there are more requests for a floating holiday on a specific day than what realistically can be allowed off, seniority shall prevail in deciding who shall be allowed off for that day.

New hires starting prior to July 1<sup>st</sup> will have three floating holidays, while Team Members starting on or after July 1<sup>st</sup> will receive two floating holidays.

If an employee has scheduled and approved a floating holiday and management requests that the floating holiday be rescheduled, if it is not possible to reschedule the floating holiday by December 31<sup>st</sup> of that year, the employee will be given until September 30<sup>th</sup> of the upcoming year to take the

unused floating holiday.

**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 work days.

**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 work performed on listed holidays. And, in addition, any work performed beyond the employees' regular work hours during such holidays shall be paid at two and one-half (2 ½) times the employee's regular hourly rate. In no case shall the employee be compensated more than two and one-half (2 ½) times the regular hourly rate of pay for any hours worked on a holiday.

**SECTION 4.** When an employee is absent from work on a scheduled work day immediately preceding or succeeding a listed legal holiday, he shall not be paid for the holiday unless he has been excused.

**SECTION 5.** If a guaranteed paid holiday falls on an employee's regular day off, he shall be paid straight time for the day, or at the discretion of the Employer, be allowed a day off in lieu thereof.

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

- a) When a calendar holiday falls on a Sunday, it shall be observed on the following Monday.
- b) When a calendar holiday falls on Saturday, it shall be observed on the preceding Friday.

**SECTION 7.** When an employee is scheduled to be on-call for a holiday he or she shall be paid fifty-five (55.00) dollars whether called out or not.

## **ARTICLE 8: Vacations**

**SECTION 1.** Vacations shall be granted to employees according to the following schedule:

<b><u>LENGTH OF SERVICE</u></b>	<b><u>ELIGIBILITY</u></b>	<b><u>MONTHLY FACTOR</u></b>
Less than 5 years	10 days each year	0.833
5-9 years	15 days each year	1.25
10 years or more	20 days each year	1.66

### **Vacation Accrual**

Vacation will be earned (accrued) from January through December. As an example, a Team Member with ten (10) days' eligibility will accrue .833 days of vacation for each month of active continuous employment through December. {(Thus, Team Members accrue (or earn) as they work each month. (See table above)} Accrued vacation is calculated like this: .833 x 12 months = 9.996, which we round up to ten (10) vacation days. Team Members should refer to the eligibility and monthly factor table above to determine the appropriate accrual calculation. This applies to new hires as well.

Team Members must work at least ten (10) days in each month to accrue vacation for that month.

Vacation is only accrued while a Team Member is actively at work.

In the years in which Team Members reach service milestones (5-year increments), for purposes of vacation, their eligible vacation days will be retroactive to the first of the year in which the service milestone occurs.

**SECTION 2.** If and employee takes his or her vacation during a period which includes a listed legal holiday, the employee shall receive an extra day of vacation or and extra day of pay.

Employees will be permitted to choose vacation on the basis of seniority. All employees will be entitled to at least two (2) weeks vacation between June 1 and September 30. The number of employees allowed off at any time will be subject to the business needs of the Employer.

Earned odd days, as well as, the third and fourth weeks of vacation, may be scheduled anytime during the year subject to the business needs of the Employer.

Vacation eligibility shall be posted by January 15th of each year for all employees. Employees must schedule vacation by March 1st. Any schedule conflicts for the first two weeks of vacation shall be resolved through the principle of seniority by March 15. Any vacation not scheduled and approved by management by March 15th will require management approval by seniority. With the permission of the immediate Supervisor of the respective department, each department may allow two or more employee's to take vacation at the same time. All vacations must be scheduled by October 1<sup>st</sup>.

If an employee's vacation is interrupted due to severe illness or accident that requires hospitalization, he shall report to his supervisor if he desires to reschedule the remaining part of his vacation. If agreeable between the Employer and Employee any canceled and/or interrupted vacation may be purchased by the Company.

If an employee has had vacation scheduled and approved by management and it is canceled at management's request and not possible to reschedule prior to December 31<sup>st</sup> of that year, the employee will be given until the end of the next calendar year to take the unused vacation. However, an employee will not lose any vacation due to the inability of management to schedule time off.

Employees that schedule vacation by March 15<sup>th</sup> and it is approved, the vacation will be guaranteed unless there is a business justification to cancel. Disputes to be referred directly to the Area Manager level.

## **ARTICLE 9: Paid Absences**

### **SECTION 1.**

- a) An employee shall be paid at his or her regular rate of pay up to a maximum of five (5) days pay, during absence required for attending the funeral/memorial service of a member of the employee's immediate family defined, for the purpose hereof, to include the employee's Mother, Father, Husband, Wife, Child, Brother, Sister, or Step-Child(ren), and legally adopted child(ren). Employee shall be paid at his or her regular rate of pay up to a maximum of three

- (3) days pay during absence required for attending the funeral/memorial service of a Mother-in-Law, Father-in-Law, Grandparents, or Grandchild(ren).
- b) It is mutually agreed that when the employee's regularly scheduled days off occur during the period, he shall receive no pay for these days nor shall he extend his period of absence beyond the time required for attending the funeral/memorial service.
  - c) It is also mutually agreed that circumstances may arise which justify payment other than those provisions covered in Section 1. The Employer will determine if payment should be made in these circumstances based on the facts surrounding the particular incident.

**SECTION 2.** The Employer agrees that regular employees who are required by law to serve on juries, and who actually serve, shall be excused their entire tours during the period of jury service and shall be paid wages at their regular rate of pay for the time absent. In those cases, however, where the employee is temporarily excused from reporting for jury service for a whole workday or more, he shall report for Company duty. It is further mutually agreed that it appears an employee is taking advantage of this agreement at the Company's expense, the Employer may deduct from the employee's regular rate of pay the amount of fee received for service as a juror.

**SECTION 3.** Payment for the first week of absences due to sickness disability or off-duty injuries may be made on the following basis:

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

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

- A. The Employer may request such certificates for long term illnesses, injuries, or the like. Long term shall be defined as greater than five (5) continuous working days or where employees are requesting disability benefits and or sickness plan benefits.
- B. The Employer may require a certificate where a pattern of sick days has developed.
- C. The Employer shall not require such a certificate for routine illnesses such as flu, colds, diarrhea, or the like, which are short term in nature and not normally requiring a doctor's visit. The above interpretation relates to new work related illnesses or injuries.

**For those with bargaining unit seniority after 4/1/2014, after six (6) months of service employees will be entitled to the Tyco three (3) Sick / two (2) Personal day policy.**

## **ARTICLE 10: Plan for Employees' Pensions, Disability and Death Benefits**

**SECTION 1.** The Employer hereby agrees that the provisions of the plans covering pensions, disability benefits and death benefits, as amended, subject to all limitations and qualifications therein contained, are hereby incorporated in and made part of the Collective Bargaining Agreement.

The Employer shall not, during the term of this Agreement, terminate the plan. The Employer, however, reserves the right to alter or modify the Plan, but the Employer agrees to notify the Union in writing of its proposed changes and advises the Union on the changes, one month before the new changes take effect.

## **ARTICLE 11: Group Hospitalization, Surgical and Dental Plan**

SECTION 1. The Employer shall provide group hospitalization, surgical and dental benefits to members of the bargaining unit. Such group hospitalization, surgical and dental benefits shall be identical to benefits provided to the majority of employees by the corporate hospitalization, surgical and dental plans presently in effect. Employee contributions for such benefits will be identical as those paid by the majority of employees. Employer contributions for such benefits will be identical as those paid on behalf of the majority of employees.

The Union agrees that the Employer may elect to change carriers, self insure and/or change benefits during the life of this agreement providing it first notify the Union and fully advise the Union of such changes.

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 12: Seniority**

Separate seniority lists (one for Commercial and one for Residential/Small Business) shall be maintained for New Orleans, Baton Rouge, Lafayette, and Shreveport and will be provided to the Locals involved not less than quarterly.

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

**SECTION 2.** Full-time employees shall have seniority rights at hire date. Part-time employees shall have no seniority until they have served with Employer for one thousand (1,000) work hours, but in no event in less than six (6) months.

**SECTION 3.** When a lay-off i.e., reduction in force due to lack of work is made, the principal of seniority based upon continuous employment with the Employer shall apply. The seniority list in place forty-five (45) days prior to any lay-off shall apply. For those hired into the bargaining unit before 6/27/2011, if affected by a layoff they may bump between Residential and Commercial, or vice versa.

**SECTION 4.** The right of seniority in re-employment shall be accorded to a laid-off employee prior to the new employees being hired, provided such laid-off employee responds to a call to report for

work not more than five (5) working days after receipt of notice sent to him by certified mail, to his last known post office address. If such laid-off employee fails to report within fifteen (15) days, he shall lose all rights to seniority unless he is temporarily incapacitated, preventing him from responding or is employed elsewhere, in which case he must notify the Employer in writing within three (3) days after receipt of the notice to return, that he will report within fifteen (15) days from receipt of notice, or as soon as his health permits. Jobs of an emergency nature may be filled at once by those next in line in seniority in the classification, pending return of laid-off employees having seniority who have been notified to report to work as herein provided.

**SECTION 5.** A voluntary resignation or a discharge shall terminate seniority. Seniority shall terminate after six (6) months of unemployment (lay-off), absence on authorized furlough, or because of sickness or accident disability with respect to employees having less than two (2) years of accumulated seniority; after one (1) year of unemployment (lay-off) or absence through any such cause with respect to employees having two (2) but less than eight (8) years of accumulated seniority; and after the two (2) years of unemployment (lay-off) or absence through any such cause with respect to the employees having eight (8) or more years of accumulated seniority.

**SECTION 6.** When a position opens in a classification for which the employees of the bargaining unit, within the bargaining unit, may qualify, the job opening shall be posted for a period of five (5) 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 regard to seniority when all other factors are equal.

If openings exists in one place and layoff occurs in another, the laid-off employee will have right of refusal, assuming qualifications. If above may mean promotion, Article 12, Section 6 will apply in its entirety to the selection process.

**SECTION 7.** The Employer will notify Union stewards and any laid-off employee(s) to inform him/her of any new job that may be available to their area. Notification to be done by certified mail.

### **ARTICLE 13: Severance Pay**

**SECTION 1.** In the event of permanent lay-off, each employee with more than five (5) years of continuous service with the Employer so laid-off, shall receive severance pay at the rate of one (1) weeks pay for each full year of continuous service. Such payment shall be based on the employee's authorized hourly wage rate in effect at the time he is laid-off. In the event of a temporary lay-off, the Employer will notify laid-off employees the expected date of return or approximate date of return.

Such notice to employees will be updated at least once every ninety (90) days.

**SECTION 2.** If an employee who has received severance pay is rehired and period since the date of his lay-off 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 lay-off shall be considered as an advance to him by the EMPLOYER and repayment shall be made through payroll deductions at the rate of 10% of the basic weekly wage until the amount is fully repaid; and as a condition of reemployment the employee either before, at, or subsequent to the time he returns to the payroll, shall, upon the EMPLOYER'S demand, execute any and all documents that may be necessary, desirable or proper to effectuate this provision.

**SECTION 3.** In the event an employee, who is laid-off, is rehired within a two (2) year period, his severance pay rights shall be reestablished on the basis of his record of continuous service, provided, however, that in the event of a subsequent lay-off, 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.

If an employee is rehired and remains so, uninterrupted, for a period of five (5) consecutive years, his full severance will be reinstated.

**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 14: Pay for Use of Employee-Owned Automobiles, Traveling Time and Expenses**

Employees are required to furnish a small number of common hand tools at their own expense. The Employer agrees to furnish all power tools, special tools, bits, blades, etc. The Employer agrees to replace all worn out or broken tools if there is no negligence on the part of the employee.

The Employer agrees to pay up to one hundred percent (100%) of the value of the employee's tools if they are stolen from a company vehicle, based on the employee's inventory list, provided the employee notified his immediate supervisor, and obtains a police report.

### **SECTION 1.**

- a) The Employer shall not favor or discriminate against any employee by reason of the use of his personally-owned car in the service of the Employer.
- b) Employees, when using their own cars in the Employer's service and at the Employer's direction, shall be compensated in accordance with IRS regulations.
- c) Employee-owned motor vehicles shall be used in the service of the Employer only when approved by a Supervisor, Assistant Foreman or Manager.

### **SECTION 2.**

When the Employer deems it necessary to board associates near a job, the company will reimburse employees at the applicable IRS rate for meals (with appropriate receipts above \$25 per meal), plus reasonable cost for rooms when employee is required to be away from home overnight.

Out of town assignments of more than two (2) weeks in length shall be made on a basis of seniority among qualified employees. If such out of town work is assigned to prevent a lay-off or bring back laid-off employees the two (2) week limitation is waived. In the state of Louisiana, employees shall be housed separately when required to be away from home in-state overnight.

**SECTION 3.** Except in cases of emergencies, or unexpected out to work, the Employer will make every best effort to advance room cost and meal allowances to the employee.

**SECTION 4.** An employee will receive a meal allowance in the amount of twenty-five (\$25.00) dollars when required to work twelve (12) consecutive hours.

## **ARTICLE 15: Wage Rates**

**SECTION 1.** The wage scales to be placed in effect are set forth in Schedules “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 purposes is provided by law, for a continuous period of more than thirty (30) days, the interval from his last regular increase until the employee’s next regular portion thereof, beyond the first thirty (30) day 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 Schedules “A” attached, consistent with their training, experience and other qualifications. Subject to the provisions of Article 15, Section 3, hereof, such employees shall thereafter progress in conformity with the periods and amounts shown on that portion of Schedules “A” beyond the rates at which they are employed.

**SECTION 5.** All incentive plans offered by the Employer will be negotiated with CWA prior to implementation.

## **ARTICLE 16: Bulletin Board**

**SECTION 1.** The Employer shall furnish space on a Bulletin Board for the posting of Union Bulletins, announcements, etc.

**SECTION 2.** The use of the Bulletin Board shall be confined to:

- A) Factual notices and announcements of the Union pertaining to the following:
  - 1. Union Meetings
  - 2. Union elections and nominations
  - 3. Appointments of Union Officers
  - 4. Union social and recreational affairs
- B) Regularly issued financial statement of the Union
- C) Jointly signed minutes of conference between the Union and the Employer.
- D) Agreements concluded by the Union and the Employer.
- E) Such other material as may be approved in writing prior to posting by the Employer.

## **ARTICLE 17: Leave Of Absence**

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

- A) Leave of absence will be granted, initially, for a period not exceeding ninety (90) days.
- B) Leave of absence may be extended, upon written request, but in no case for a period of more than an additional ninety (90) days.
- C) Employee will receive no wages during his absence.
- D) Employee will not accept employment of any kind or engage in self-employment.
- E) Employee's service record is governed by the rules and regulations of the Benefit Plan.
- F) Employee's return to work will be subject to employment conditions at the time.

Relative to pension credit, employees who are drafted or activated into military service will be credited for the period of time in service upon return to the Company employ, provided that the employee did not voluntarily extend his length of military service. The employee must return to company employ within ninety (90) days of discharge.

**SECTION 2.** A leave of absence without pay may be granted only when there is good reason for expecting the employee to return to employment, and only for the following reasons:

- a) To attend school.
- b) To get married
- c) To perform civic duties
- d) To attend religious functions
- e) For performance of ordered military duty in the service of the State Government or Federal Government.
- f) Family Medical Leave Act (FMLA)
- g) For any other cause agreeable to the Employer.

## **ARTICLE 18: Work Stoppage**

**SECTION 1.** Since adequate provision has been made in this Agreement for settlement for 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 the Agreement and that will actively endeavor to prevent or terminate any such activity by any of its members. It is agreed that any employee engaging in any of the activities prohibited by this Article shall be subject to such discipline as the Employer shall deem appropriate.

## **ARTICLE 19: Credit Union**

**SECTION 1.** At the request of any member of the bargaining unit, the Employer will provide payroll deductions for the New Orleans Federal Credit Union within its jurisdiction, Baton Rouge Telco Federal Credit Union within its jurisdiction, Lafayette Telco Federal Credit Union within its

jurisdiction, or Shreveport Telco Federal Credit Union within its jurisdiction.

Electronic transfer/deposit shall be limited to a maximum of three per employee.

## **ARTICLE 20: Preference for Training**

Opportunity for formal training will be first offered and rotated to employees within the classification normally performing the work prior to offering such training to employees of other classifications when practicable. When an employee is to be selected for formal training, seniority shall govern if other necessary qualifications of the individuals are substantially equal. As such training is coordinated, employees will be required to complete such programs and/or courses and satisfactorily pass any related test as administered by the Company or the State of Louisiana. No employee will be disciplined solely because he has not had the opportunity to complete or attend company-sponsored training courses.

The Company will make every effort to provide a library of all technical manuals applicable to the employee's job based on vendor availability.

## **ARTICLE 21: Miscellaneous**

**SECTION 1.** The Company's Drug Policy will, by reference, be added to the agreement. Such policy will be subject to the grievance and arbitration procedure, the Employer holds CWA harmless, changes required by State law will be made and dual specimens will be provided upon request.

**SECTION 2.** This will confirm the Company's agreement to conduct semi-annual meetings in the First and Third Quarter of each year to explain the benefits that are derived from maintaining a harmonious Labor/Management relationship, and to discuss any other items agreed upon.

**SECTION 3.** The EMPLOYER and the UNION recognize the importance of maintaining healthy and safe working conditions and both are cooperating to that end.

**SECTION 4.** If a program is implemented by the Employer to provide prescription safety glasses or financial reimbursement for their purchase, such program will be passed on to members of this bargaining unit.

### **SECTION 5.**

Uniforms will be provided to all employees. Such uniforms will consist of five (5) winter shirts, five (5) summer shirts, five (5) pairs of pants (pants will be replaced due to wear as needed), one (1) pair of coveralls and one (1) jacket. Also, 2 Employer hats will be provided annually. Such uniforms will be replaced annually except for coveralls and jacket which will be replaced on an "as need" basis and will require bringing in the worn coverall and/or jacket. Employees are expected to wear such uniforms in the course of their employment. The Employer appreciates that from time to time extenuating circumstances will arise preventing the wearing of such uniforms.

The Company will provide one-hundred (\$100) dollars annually toward the purchase of prescription safety glasses or safety shoes following submittal of a receipt.

The EMPLOYER agrees to maintain safe, sanitary and healthful conditions in all work areas and adhere to all appropriate federal, state and city laws pertaining to the safety and health of the employees. Employees shall not be required to work in the field under abnormally dangerous conditions. Union representatives shall be allowed to investigate abnormally dangerous conditions if there is a disagreement between an employee and the Company representative.

If a good faith claim is made that such conditions exist, the affected employee shall not be directed to perform such work unless an investigation is made by a Company representative.

The EMPLOYER shall keep first aid kits available at all its work locations and all vehicles used by employees in the performance of their work.

## **ARTICLE 22 – SEPARABILITY/AGREEMENT OF PARTIES**

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

Any provision invalidated under the preceding paragraph shall immediately become the subject of negotiations between the parties in an effort to bring the provisions into conformance.

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 23: Termination Date**

This agreement shall be effective from January 28, 2014 and shall remain in effect through March 31, 2017, and thereafter from year to year, unless prior notice in writing shall be given by either party to the other of its termination or of any changes desired sixty (60) days prior to the end of the current term.

Agreed:

Agreed:

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Communications Workers of America

Tyco Integrated Security, LLC

## **SCHEDULE “A” WAGE PROGRESS SCALES:**

### **The State of Louisiana**

	1/28/2013	<i>effective Wednesday after ratification</i>	<i>effective 4/1/2015</i>	<i>effective 3/30/2016</i>
Start	\$12.21	<b>\$12.45</b>	<b>\$12.70</b>	<b>\$12.96</b>
4 months	\$12.55	<b>\$12.80</b>	<b>\$13.06</b>	<b>\$13.32</b>
8 months	\$12.97	<b>\$13.23</b>	<b>\$13.49</b>	<b>\$13.76</b>
12 months	\$13.44	<b>\$13.71</b>	<b>\$13.98</b>	<b>\$14.26</b>
18 months	\$13.71	<b>\$13.98</b>	<b>\$14.26</b>	<b>\$14.55</b>
24 months	\$14.47	<b>\$14.76</b>	<b>\$15.05</b>	<b>\$15.36</b>
30 months	\$16.26	<b>\$16.59</b>	<b>\$16.92</b>	<b>\$17.26</b>
36 months	\$17.77	<b>\$18.13</b>	<b>\$18.49</b>	<b>\$18.86</b>
42 months	\$19.06	<b>\$19.44</b>	<b>\$19.83</b>	<b>\$20.23</b>
48 months	\$21.52	<b>\$21.95</b>	<b>\$22.39</b>	<b>\$22.84</b>

Lead - \$1.00 or 5% of their base rate (whichever is greater) above the appropriate Schedule A rate

SST - \$2.00 or 10% of their base rate (whichever is greater) above the appropriate Schedule A rate

### **Lead Installer**

A Lead Technician position will be posted to the Bargaining Unit for bid prior to filling a job vacancy. Seniority will prevail if minimum job requirements are met.

**Summary:** Configures, installs, dismantles, reconstructs and programs security and fire systems as required by the customer. Acts as a coach/mentor to less experienced installers.

**Duties and Responsibilities:**

- Installs appropriate devices; dismantles and reconstructs equipment as required by customer or the Employer. Works safely and responsibly to avoid injuries, damage to property, loss of unused material and cleans up debris.
- Contacts customers prior to the date of scheduled installation to verify schedule.

- Prepares estimates in accordance with prescribed instructions or direction of supervisor.
- Follows proper schematic wiring diagrams and hook-up procedures. Tests operation of system to the signal-receiving center to properly establish service. Reads building, electrical and sprinkler blueprints as required.
- Coordinates installations with police/fire departments and handles necessary records for notification of emergency calls.
- May manage installation teams on larger projects.

**Education:** High school diploma or equivalent. Some technical school training desired.

**Experience:** 8 years electrical and electronic equipment experience with demonstrated mechanical aptitude.

**Skills:** Ability to read blue prints and schematic drawings.  
Ability to operate hand and power tools.  
Ability to operate vehicle in a safe manner at all times.  
Ability to communicate and provide excellent customer service.

**Other:** Valid driver's license.

### **System Service Technician (SST)**

A System Service Technician (SST) position will be posted to the Bargaining Unit for bid prior to filling a job vacancy. Seniority will prevail if minimum job requirements are met.

**Summary:** A System Service Technician is capable of troubleshooting Employer high end systems. An SST has an in-depth knowledge of the security industry equipment/product and the integral functions included in servicing this equipment. Through experience and proven ability this individual must troubleshoot, inspect, and provide solution to alleviate customer concerns to ensure proper customer satisfaction and care.

#### **Duties and Responsibilities:**

1. Provides necessary technical assistance through troubleshooting and thorough inspection of damaged or inoperable equipment or wiring.
2. Locates and clears trouble with damaged equipment or wiring, readjusts equipment, repairs or replaces inoperative equipment and tests for operations.
3. Must be certified by the OEM on at least one (1) Access Control and CCTV system that the Employer currently installs and become certified on at least two other systems within the next 12 months. Must continue education and certification each year.
4. Has the ability to work on integrated systems without direct supervision, maintains necessary records, and can plan/perform necessary repairs on computer-based proprietary systems.
5. Maintains as a positive liaison between the Employer and the customer to ensure proper communication is filtered through the organization while maintaining a high degree of professionalism.
6. Reads blueprints, building plans, electrical and sprinkler/fire plans in order to

complete equipment repairs and clear equipment trouble.

7. Follows-up with customers and ensures customer knowledge and satisfaction is met while repairing and testing the equipment.
8. Coordinates inspections with police, fire, or other agencies as required.
9. Has the aptitude and willingness for advanced Employer equipment training
10. Available for occasional after hours on-call for the purpose of customer requested repair and maintenance.
11. Ability to travel for off site training or support if needed.
12. Performs other duties as required.

### **Requirements**

- Education:** High school diploma or GED.  
NICET Level 3 certified (preferred)  
NICET Level 4 certified (preferred)
- Experience:** Minimum of 10 years experience installing, inspecting, and repairing Employer or comparable equipment and product. Has demonstrated the technical and customer skills needed to perform the required job responsibilities through a ride check with the department supervisor.
- Skills:** Excellent communication skills.  
Applicant must pass a test on advanced knowledge of burglar, fire, card access, camera systems and basic electronics.
- Other:** Employee must be in good standing with the company to apply, which includes receiving and maintaining a Performance Review of “Meets Expectations” or greater.

### NICET Certification

In an effort to reward employees for their efforts in career advancement as well as recognizing the additional value brought to the Employer by achieving Nicet Certifications 2-4, the Employer will provide a one time cash award as well as an ongoing premium.

### **One Time Cash Award:**

For each level achieved after October 1, 2000 the following one time cash awards apply:

<u>Certification Level Achieved</u>	<u>Cash Award</u>
2	\$ 1,000
3	\$ 2,000
4	\$ 3,000

### **Ongoing Premium Pay:**

As compensation for the additional responsibility and expectations required of those employees achieving Nicet Certification level 2-4, a cumulative 5% for each level achieved after October 1, 2000 will be paid.

**To Qualify:**

- Actively employed in a “regular” full-time status for a minimum of six (6) calendar months.
- Employee’s performance must be rated at least fully satisfactory ( i.e., a performance rating of 3.0 or higher).
- Currently performing in a Technician, Installer, Service Team Manager or Install Team Manager Job.
- Must complete the Application for Nicet Award/Premium.
- Employees who are currently holding certifications achieved prior to October 1, 2000 are eligible to receive the one time cash award based upon the highest level achieved, as well as a flat 5% of base pay premium.

**Application Process:**

- Complete the Application for Nicet Award/Premium.
- Obtain your Immediate Supervisor and Local General Manager’s approval.
- Submit form to Corporate Training for processing.
- Upon receipt for processing, Corporate Training will notify you via e-mail (if you indicated and e-mail address on your application) or regular mail that your request has been received and is being processed.
- Upon confirmation of certification, you and your General Manager will be notified via e-mail or regular mail of your approval, one time payment award and premium amount which has been processed through payroll on your behalf.
- You will be notified 90 days in advance of your certification expiration of date to renew. All premiums will be automatically discontinued upon expiration of certification unless proof of renewal processing and payment of renewal are supplied to Corporate Training 30 days prior to expiration.

**Note:**

- Premiums will be effective on the first day of the pay period following Corporate Training approval.
- No premiums will be paid retroactively.

## **Letter of Understanding**

All licenses (except driver's licenses) required by the Employer for an employee to perform his job function by state and/or local regulation will be paid for by the Employer.

Employee will be responsible for notifying the Company, in writing, 90 days prior to the expiration of the license.

**For The Company**

**For The Union**

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**Tim Drabek**  
**Director, Labor Relations**

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**Mike Fahrenholt**  
**La. Director, C.W.A**

Date: April 2, 2014

Representatives of CWA L.3403, 3410

Mr. Michael Fahrenholt  
CWA, Locals 3410 & 3403  
2750 Lake Villa Drive, Suite 204  
Metairie, LA 70002

Re: **Side Letter on Overtime Administration**

Dear Mr. Fahrenholt:

For the term of the labor agreement, in lieu of Article 6 Section 7 paragraphs 2, 3 and 4, management will post actual overtime hours worked each month in each office.

Sincerely,

Tim Drabek  
Director – Labor Relations  
Tyco Integrated Security LLC

Date: April 2, 2014

Representatives of CWA L.3403, 3410

Mr. Michael Fahrenholt  
CWA, Locals 3410 & 3403  
2750 Lake Villa Drive, Suite 204  
Metairie, LA 70002

Re: **Side Letter on OnCall**

Dear Mr. Fahrenholt:

For the term of the labor agreement, Installers may volunteer for the on-call rotation. All qualified volunteers will be utilized. Installer volunteers must give at least 30 days notice to the company to be removed from the rotation. If this occurs, management will re-do the list for the remainder of the year.

Sincerely,

Tim Drabek, Director – Labor Relations  
Tyco Integrated Security LLC

Date: April 2, 2014

Representatives of CWA L.3403, 3410

Mr. Michael Fahrenholt  
CWA, Locals 3410 & 3403  
2750 Lake Villa Drive, Suite 204  
Metairie, LA 70002

Re: **Side Letter on commission only plans**

Dear Mr. Fahrenholt:

For the term of the labor agreement, if the company decides to introduce a commission only plan, it agrees to negotiate over the rates with the union.

Sincerely,

Tim Drabek, Director – Labor Relations  
Tyco Integrated Security LLC

The Company will provide one-hundred (\$100) dollars annually toward the purchase of prescription safety glasses or safety shoes following submittal of a receipt.

The EMPLOYER agrees to maintain safe, sanitary and healthful conditions in all work areas and adhere to all appropriate federal, state and city laws pertaining to the safety and health of the employees. Employees shall not be required to work in the field under abnormally dangerous conditions. Union representatives shall be allowed to investigate abnormally dangerous conditions if there is a disagreement between an employee and the Company representative.

If a good faith claim is made that such conditions exist, the affected employee shall not be directed to perform such work unless an investigation is made by a Company representative.

The EMPLOYER shall keep first aid kits available at all its work locations and all vehicles used by employees in the performance of their work.

**ARTICLE 22 – SEPARABILITY/AGREEMENT OF PARTIES**

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

Any provision invalidated under the preceding paragraph shall immediately become the subject of negotiations between the parties in an effort to bring the provisions into conformance.

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 23: Termination Date**

This agreement shall be effective from January 28, 2014 and shall remain in effect through March 31, 2017, and thereafter from year to year, unless prior notice in writing shall be given by either party to the other of its termination or of any changes desired sixty (60) days prior to the end of the current term.

Agreed:

Agreed:

Date 6/16/2014

Date 5/2/14

Communications Workers of America

Tyco Integrated Security, LLC