

AGREEMENT

BY

AND

BETWEEN

ADT, LLC.

(SEATTLE/TACOMA, WASHINGTON)

AND

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS

LOCAL UNION 46 AND LOCAL UNION 76

AFL-CIO

*June 1, 2014 – May 31, 2017*

# INDEX TO ARTICLES OF AGREEMENT

	<b>Page</b>
Agreement and Mutual Interest.....	1
ARTICLE 1 Mutual Recognition of .....	1
ARTICLE 2 Anti-Discrimination .....	2
ARTICLE 3 Voluntary Check-Off.....	2
ARTICLE 4 Grievance Procedure.....	3
ARTICLE 5 Arbitration .....	4
ARTICLE 6 Hours of Work and Overtime .....	5
ARTICLE 7 Holidays.....	7
ARTICLE 8 Vacation.....	7
ARTICLE 9 Paid Absence .....	8
ARTICLE 10 Waiver.....	9
ARTICLE 11 Plans for Employee's Pensions Disability Benefits and Death Benefits	
Group Hospitalization and Surgical.....	9
ARTICLE 12 Ancillary Benefits.....	10
ARTICLE 13 Seniority.....	10
ARTICLE 14 Severance Pay.....	11
ARTICLE 15 Pay for Use of Employee-Owned Automobile .....	12
ARTICLE 16 Wage Rates .....	13
ARTICLE 17 Vehicles.....	14
ARTICLE 18 Bulletin Board .....	15
ARTICLE 19 Leave of Absence .....	15
ARTICLE 20 Work Stoppage.....	16
ARTICLE 21 Termination Date .....	16
ARTICLE 22 Separability / Agreement of Parties .....	16
ARTICLE 23 Miscellaneous.....	17
ARTICLE 24 Labor/Management Committee.....	18
Schedule A Wage Progression Scale.....	19
Signature Page .....	20
ADT Letter .....	21

# AGREEMENT

This Agreement made and entered into this 1st day of *June, 2014* by and between the ADT, LLC, hereinafter called the “EMPLOYER” and Local Union No. 46 and Local Union 76, International Brotherhood of Electrical Workers, AFL-CIO, 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 and service, while improving the relationship between the Employer and the Employees and the public.

## ARTICLE I

### MUTUAL RECOGNITION OF RIGHTS

**Section 1.1** *ADT, LLC (the “Employer”) hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, wages, hours and other conditions of employment for all full-time and regular part-time employees originally described in the certification dated May 11, 1979 (Case Number 19-RC-9253) classified by the Employer as residential and small business installers, residential and small business high volume commissioned installers, residential and small business service technicians employed by the Employer at the facility located in Tacoma and Bothell, WA; but excluding all alarm service investigators, relief supervisors, all office clerical employees and professional employees, guards and supervisors, as defined in the Act; and excluding all commercial installers and commercial service technicians provided such technicians are not located at or directly supervised by employees located at the Tacoma or Bothell, Washington facilities. If during the term of this Agreement the Employer relocates the covered employees from the Tacoma or Bothell offices to another, this provision shall apply to the new office.*

**Section 1.2** 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 has the right to sub-contract so long as it does not result in the lay-off of any existing bargaining unit Employees.

**Section 1.3** The primary work of servicemen includes the installation, regular maintenance and scheduled inspection of protective devices and other equipment.

## ARTICLE II

### ANTI-DISCRIMINATION

**Section 2.1** 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 2.2** Every Employee employed on the effective date of this Agreement and all new Employees following 31 days of employment will be required, as a condition of employment to maintain their membership in the Union during the duration of this Agreement by offering to pay regular monthly dues and initiation fees levied against all members.

**Section 2.3** The policy of the Employer and the Union is not to discriminate against any Employee on account of race, color, sex, religion, marital status, national origin, age, creed, veteran or disability status, ancestry or any other basis as protected by State and Federal law.

**Section 2.4** The Employer agrees to notify the Shop Steward at the hiring of any new Employee and afford an opportunity for the Shop Steward to explain the Union benefits and responsibilities. The Steward shall be allowed a meeting of 30 minutes per month to meet with all new employees.

**Section 2.5** The Employer agrees that the authorized representative of the Union shall be allowed access to the office where workers are employed under the terms of the Agreement. The access shall be at a reasonable time, and shall, in all cases, be cleared with management prior to entering the office.

## ARTICLE III

### VOLUNTARY CHECK-OFF

**Section 3.1(a)** For the period of this Agreement, upon receipt of a written, personally signed authorization on a form approved by Employer from any Employee subject to this Agreement, the Employer will deduct from such Employee's pay the 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 Financial Secretary 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 for whom such deductions have been made.

**Section 3.1(b)** When earnings are insufficient to cover the authorized deductions, Union dues shall be deducted in the next payroll period in which sufficient pay is available.

**Section 3.2** The Union will indemnify and keep indemnified the Employer against any and all liability and expense of every kind and nature, without any limitation whatsoever, that shall arise out of any action taken by the Employer in making deductions of Union dues and initiation fees and this indemnification shall include, but shall not be limited to, such matters as all costs of suits, proceedings, claims, demands and expenses, attorney's fees and court expenses.

**Section 3.3** No provision of this Agreement shall be construed as requiring any Employee to execute a Union dues check-off authorization.

**Section 3.4** 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 re-hired;
- b.) Employees revoking authorization to deduct Union dues;
- c.) Employees leaving the Company.

## ARTICLE IV

### GRIEVANCE PROCEDURE

**Section 4.1** 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 shall discuss the grievance with his immediate supervisor for the purpose of adjusting same within 30 calendar days from the date of occurrence or the date the Employee knew or could reasonably have known of the occurrence but no longer than 6 months. The Employee shall at all times, have the right to have his Shop Steward present in discussing grievances.

**STEP 2** If the grievance is not settled satisfactorily in Step 1, it may be appealed in writing to the Department Manager within five (5) working days after the Step 1 meeting. If not so appealed, the grievance shall be deemed not to exist. The Department Manager shall attempt to settle the matter within (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 **Director of Labor Relations** and the Business Representative of the Union. If not so appealed, the grievance shall be deemed not to exist.

**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. Employees will not lose pay for time spent when presenting a grievance. However, the Employer reserves the right to cancel this arrangement in the event it is abused.

**Section 4.2** Nothing in this Agreement shall be construed as restricting the right of an individual Employee or a group of Employees to adjust any grievance with the Employer through the regular channels of the Employer's administrative organization, provided such adjustment is not inconsistent with the terms of this Agreement and provided a representative of the Union has been given an opportunity to be present at such adjustment.

**Section 4.3** 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 4.4** Employees will lose no pay for time spent when presenting a grievance. However, the Employer reserves the right to cancel this arrangement in the event it is abused.

**Section 4.5** Any grievance settled prior to arbitration shall not set precedent nor prejudice any future matters unless agreed to in writing by the IBEW Business Agent and the Director of Labor Relations.

**Section 4.6** Prior to filing for arbitration in Article V, the moving party may file for non-binding mediation. If the parties cannot reach agreement in mediation, the moving party may apply for arbitration pursuant to Article V.

## ARTICLE V

### ARBITRATION

**Section 5.1** In the event that an agreement cannot be reached between the Union and the Employer with respect to a grievance involving and limited to the interpretation and application of any specific provision of this Agreement, it may be submitted, on the request of either party, to arbitration, pursuant to the Labor Arbitration Rules of the American Arbitration Association, provided such request is made within sixty (60) days after final decision has been rendered. The decision of the arbitrator shall be binding on both parties for a period to be named in the arbitration decision, but in no event to antedate the period during which the agreement is effective. The arbitrator shall not have the authority to

alter or modify any of these 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 5.2** Changes in business practice, matters involving capital expenditures, the opening and closing of new units, the choice of personnel (subject to the seniority provisions, if applicable), the choice of materials, services, products, processes and equipment, or other business questions of a like nature, or any dispute which either directly or indirectly involves the interpretation or application of the plans covering pensions, disability benefits and death benefits, shall not be arbitratable.

## ARTICLE VI

### HOURS OF WORK AND OVERTIME

**Section 6.1(a)** *The workweek shall be forty (40) hours during any one (1) workweek or eight (8) hours during any workday. The workweek for the purposes hereof shall be the same as the payroll week which begins on Wednesday and ends on Tuesday. The normal workweek schedule for servicemen Employee shall be between 7:00 a.m. to 4:30 p.m. with a thirty (30) minute lunch period from Monday through Saturday consisting of five (5) consecutive workdays. Any start time after 8:00 a.m. for an eight (8) hour shift will have a fifty cent (\$.50) per hour shift differential or two dollars (\$2.00) per hour for hours worked between 10:00 p.m. and 7:00 a.m. Volunteers for such shifts will be based on seniority, the most senior qualified person given first option for assignment. If no volunteers bid on the job, the least senior qualified person would be assigned the shift. Anyone assigned to such a shift on a non-voluntary basis will remain on the shift for a maximum of ninety (90) days, unless the person volunteers to remain longer. There will be a minimum of one-week notice to Employees prior to being assigned to such a shift.*

**Section 6.1(b)** For those who volunteer, or by reverse seniority, for those hired on or after May 1, 1994, a workweek of four (4) consecutive workdays of ten (10) hours each, Monday through Saturday, shall be allowed, with those work hours being between 7:00 a.m. and 6:30 p.m., with thirty (30) minute lunch period.

**Section 6.2(a)** All overtime, daily in excess of (8) eight hours, weekly in excess of (40) forty hours shall be compensated for at one and one-half (1½) times the Employee's regular straight time hourly rate. No time worked, except for work performed on guaranteed paid holidays, as hereinafter listed in Article 7, shall under any circumstances be compensated for at more than one and one-half (1½) times the straight time hourly rate. There shall be no compounding, duplicating or pyramiding of overtime payments of any description.

**Section 6.2(b)** If practicable, the Company will notify employees five days in advance when scheduling overtime on a day outside of the Employees normal work week.

**Section 6.2(c)** *The Company will not require an Employee who has a medical or personal appointment to work overtime if the Employee has provided three days' notice of such appointment.*

**Section 6.3** Any problems resolved by telephone from home will be paid with a minimum of one half ( $\frac{1}{2}$ ) hour at one and one half ( $1\frac{1}{2}$ ) times his regular hourly rate of pay. Employees assigned to the weekly call-out list will be paid four (4) hours at one and one-half ( $1\frac{1}{2}$ ) times his regular hourly rate of pay to carry the pager. There will be separate call-out lists for Seattle and Tacoma with ten (10) Employees on each list. The list will first be composed of qualified volunteers, as so deemed by management. If there is not a sufficient number of volunteers, the balance will be comprised of the least senior qualified Employees, as so deemed by management. Emergency overtime calls from home shall be compensated for at one and one-half ( $1\frac{1}{2}$ ) times the employee's regular hourly rate of pay from the time the employee leaves his home to the time reasonably required for him to return home, with the understanding that, in the event of an emergency call from home, no employee shall receive less than three (3) hours pay at one and one-half ( $1\frac{1}{2}$ ) times his regular hourly rate of pay.

**Section 6.4** In order to assure effective, and expeditious service to Subscribers, it is agreed that all Employees classified by the Employer as Alarm Service Investigators may continue to perform the same functions and duties as were performed by Alarm Service investigators prior to the execution of this Agreement, despite the fact that they have been excluded from the bargaining unit and are not covered in any way by this Agreement.

**Section 6.5** In order to assure continuity of service and production standards, it is agreed that a supervisor may perform service work when such will not result in the loss of normal work time of any bargaining unit Employee. Supervisors shall not handle emergency call-outs except when service Employees on the emergency call list are unavailable.

**Section 6.6** The Employer will attempt to distribute overtime as equally as possible among qualified Employees in the office to which they are assigned.

**Section 6.7** The Employer will attempt to notify Employees as soon as practical in advance of overtime schedules for Saturdays and Sundays.



# ARTICLE VII

## HOLIDAYS

The holiday schedule shall consist of eight (8) fixed holidays and three (3) floating holidays annually. Up to two (2) of the floating holidays may be fixed each year. The annual fixed holidays are as follows:

New Year's Day	Memorial Day	Labor Day	Day after Thanksgiving
M. L. King Jr. Day	Independence Day	Thanksgiving Day	Christmas Day

**Section 7.2** 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. Volunteers for the Day after Thanksgiving will be based on seniority, the most senior qualified technician will be given the first option for the work assignment. If no volunteers bid on the assignment, or an insufficient number of volunteers are received, the least senior qualified person would be assigned the job.

**Section 7.3** Employees shall be paid one and one-half (1½) times their regular hourly rate in addition to their holiday pay for all work performed on listed holidays. Time worked after eight (8) hours on holidays shall be paid at two and one-half (2½) times the regular hourly rate.

**Section 7.4** When an Employee is absent from work on a scheduled workday immediately preceding or succeeding a listed legal holiday, he shall not be paid for the holiday unless he has been excused by the Employer.

**Section 7.5** *If a guaranteed paid holiday falls on an Employee's regular day off, either the Employee's next scheduled workday shall become the holiday or the Employee may take a different day as a floating holiday provided they have notified their supervisor one week prior to the holiday.*

# ARTICLE VIII

## VACATIONS

**Section 8.1** Vacations shall accrue according to the following schedule based upon length of continuous service:

<u>Length of Service</u>	<u>Eligibility</u>	<u>Monthly Factor</u>
Less than 5 years	10 days each year	.833
5 – 9 years	15 days each year	1.25
10 years or more	20 days each year	1.66

**Section 8.2** Vacation eligibility, shall be posted by January 15th of each year for all Employees. Employees must schedule vacation by March 15th. Any schedule conflicts shall be resolved through the principle of seniority by April 1st. Any vacation not scheduled by April 1st will require a minimum of two (2) weeks' notice and management approval without

regard to seniority. A notice will be posted by September 1 to remind employees of any unscheduled vacation time remaining, which must be scheduled by October 1st. In the case of any vacation time not scheduled by October 1, management shall schedule such vacation time. Employees may carryover one week of vacation into the following year provided such vacation is taken prior to March 31<sup>st</sup>.

**Section 8.3** If an Employee takes his or her vacation during a period which includes a listed legal holiday, the Employee shall receive an extra day's vacation or an extra day's pay.

## ARTICLE IX

### PAID ABSENCES

**Section 9.1(a)** An Employee shall be paid at his or her regular rate of pay up to a maximum of three (3) days' pay, during absence required for attending the funeral of a member of the Employee's immediate family defined, for the purpose hereof, to include the Employee's parents, siblings, spouse/domestic partner, children, mother-in-law, father-in-law, grandparent or grandchildren. An additional two (2) days may be granted for parents, spouse/domestic partner or children.

**Section 9.1(b)** It is mutually agreed that when the Employee's regularly scheduled days off occur during this period, he shall receive no pay for those days nor shall he extend his period of absence beyond the time required for attending the funeral.

**Section 9.2** 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 jury service prior to noon, he shall report for Employer duty. It is further mutually agreed that if it appears an Employee is taking advantage of this Agreement at the Employer'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 9.3** Employees with six months or more of continuous service shall receive three (3) sick days and two (2) personal days per calendar year. The Employer may require a certificate from a doctor of medicine as proof of incapacity resulting from illness or injury. Sick leave may be used for FMLA leave. Employees still on payroll at the conclusion of the year shall have their unused sick leave "bought back" at a rate of four (4) hours for every eight (8) unused hours. Employees still on payroll at the conclusion of the year who do not use any sick leave during the given year will have their sick leave "bought back" at a rate of five (5) hours for every eight (8) unused hours.

## ARTICLE X

### WAIVER

**Section 10.1** Pursuant to Seattle Municipal Code 14.16.120, the Union and the Employer hereby expressly agree that the Employer has no obligation to provide to employees covered by this Agreement any Paid Sick Time, Paid Safe Time, or any other benefit, or to satisfy any other obligation, under the Seattle Paid Sick Time and Paid Safe Time Ordinance, Chapter 14.16 of the Seattle Municipal Code since the parties have mutually agreed to other methods to provide sick leave accrual and usage. In consideration for these alternate methods, the Union thus waives for any employee covered by this Agreement any rights that might otherwise exist for that employee under the Seattle Paid Sick Time and Paid Safe Time Ordinance, Chapter 14.16 of the Seattle Municipal Code.

**Section 10.2** The Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands, fees, costs and liabilities for damages or penalties that may arise out of or by reason of (a) any action that may be taken by the Company, or (b) any failure to act by the Company, that is later alleged to violate the Seattle Paid Sick Time and Paid Safe Time Ordinance, Chapter 14.16 of the Seattle Municipal Code. The Union further agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands, fees, costs and liabilities for damages or penalties that may arise out of or by reason of any determination that the Union's waiver of any obligation under the Seattle Paid Sick Time and Paid Safe Time Ordinance, Chapter 14.16 of the Seattle Municipal Code, is ineffective.

## ARTICLE XI

### PLAN FOR EMPLOYEES'

### PENSIONS, DISABILITY BENEFITS AND DEATH BENEFITS

**Section 11.1** The Employer hereby agrees that the provisions of the plans covering pensions (401K), disability benefits and death benefits, as amended, subject to all limitations and qualifications therein contained, are hereby incorporated in and made part of this Collective Bargaining Agreement.

**Section 11.2** 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 benefit plan designs Employee contributions for such benefits will be identical as those of the majority of ADT Employees

## ARTICLE XII

### ANCILLARY BENEFITS

The parties agree to allow bargaining unit employees to participate in other benefits offered to non-bargaining unit employees subject to terms and conditions contained therein. The Employer reserves the right to modify and/or terminate these benefits at any time.

## ARTICLE XIII

### SENIORITY

**Section 13.1** Length of continuous service with the Employer shall be known as seniority.

**Section 13.2** Full-time Employees shall have no seniority rights until they have served with the Employer for six (6) months. Part-time Employees shall have no seniority until they have served with the Employer for one thousand (1,000) work hours, but in no event in less than six (6) months.

**Section 13.3** All new hires, including licensed technicians, shall serve a ninety (90) day probationary period with the Employer reserving the right to end the employment of any new hire during that time.

**Section 13.4** *When a layoff, (i.e., reduction in force) due to lack of work is made, employees shall be released in reverse order based upon credited service as determined by the Employer. The Employer shall maintain two lists - one for "Licensed Technicians" [Washington State Limited Energy (06)] and one for "Non-licensed Technicians". Employees on the "Non-Licensed" list shall be laid off prior to Employees on the "Licensed" list. The Employer shall be allowed to lay off one employee from the "Licensed" list for every two employees laid off from the "Non-licensed" list.*

Employees who qualify to sit for the Washington State Limited Energy (06) exam, shall be required to pass the exam within six (6) months immediately following their thirty-six (36) month progression step with the Employer.

**Section 13.5** *The right of recall in re-employment shall be accorded to a laid-off Employee prior to new Employees being hired, provided such laid off Employee responds to a call to report for work not more than three (3) working days after receipt of notice sent to him by registered mail, to his last known post office address. If such laid-off Employee fails to report within five (5) days, he shall lose all rights of seniority, unless he is temporarily incapacitated, preventing him from responding, 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. Jobs of an emergency nature may be filled at*

*once, in reverse order of layoff in the classification, pending return of laid-off Employees with more credited service who have been notified to report to work as herein provided*

- Section 13.6** A voluntary resignation or a discharge shall terminate seniority. Seniority shall terminate in the event of layoff, absence or authorized furlough or because of sickness or accident disability for which the Employee is not eligible to receive disability benefits, after three (3) months for Employees having more than one (1) year but less than three (3) years of service, and after one (1) year for Employees having more than three (3) years of service.
- Section 13.7** During a leave of absence or period of layoff, an Employee is not eligible to receive the benefits provided in this Agreement.
- Section 13.8** *An Employee may be permanently transferred (those assignments lasting more than three (3) months) from one city to another by mutual agreement between the Employer and the Employee.*

## ARTICLE XIV

### SEVERANCE PAY

- Section 14.1** In the event of permanent layoff, each Employee with more than five years of continuous service with the Employer so laid off, shall receive severance pay at the rate of one (1) week's pay for each full year of continuous service. Such payment shall be based on the Employee's authorized hourly wage rate in effect at the time he is laid off. In cases of lay-off for Employees with two (2) or more years' of service, the Employer shall give two (2) weeks' notice. When such notice is not given, the Employee shall be entitled to two (2) weeks' pay inclusive of any vacation due to the Employee.
- Section 14.2** If an Employee who has received severance pay is re-hired 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 percent (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 14.3** In the event an Employee, who is laid off, is re-hired 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 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 14.4** An Employee who resigns, is retired with pension, or is discharged or otherwise dropped for cause, shall not be entitled to severance pay.

## ARTICLE XV

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

**Section 15.1** 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 15.2** Employees shall be compensated for the use of their personally owned cars as follows:

- a) Mileage shall be paid upon leaving the service shop to which the Employee is assigned and thereafter from job to job and return to the service shop in the same workday. When an Employee reports to the job site from home, mileage shall be paid for any distance in excess of the mileage between the Employee's residence and his assigned service shop and paid at the present IRS mileage allowance.
- b) Employee-owned motor vehicles shall be used in service of the Employer only when approved by a supervisor, assistant foreman or foreman.

**Section 15.3** It has been understood and agreed between IBEW Local 46 and 76 and the ADT Seattle Branch that personal vehicle usage will be administered by ADT with special concern for safety and practical usage of Employee's personal vehicles. Therefore, under no circumstances will any Supervisor request that ladders or any extraneous items be carried on the roof of personal vehicles. This means, for instance, that no conduit pipe shall be transported between shops and job sites through use of personal vehicle. Furthermore, the volume of materials shall never be in excess of one hundred (100#) pounds of total weight.

**Section 15.4** Out Of Town Overnight Stays – It is understood and agreed that ADT will compensate IBEW Employees who undertake "out of town" work that requires overnight stays in a manner that will provide an extra hour of regular pay per day, at the employees regular hourly rate, when overnight stays are required. Does not apply to training.

When the Employer deems it necessary to board an Employee near a job, such Employee shall be paid an allowance at the rate of fifty (\$50.00) dollars per day plus reasonable cost of room when Employee is required to be away from home overnight. (\$50.00 per day for Alaska assignments). Receipts for expenses shall be required.

**Section 15.5** Travel relating to vehicular accidents when traveling to and/or from a job is subject to State Workmen's Compensation law. Employer to offer a written statement regarding Employer's position on vehicular accidents and who has liability.

## ARTICLE XVI

### WAGE RATES

**Section 16.1** The wage scales to be placed in effect are set forth in Schedule 'A' of this Agreement.

**Section 16.2** Increases or decreases in the basic rates of pay shall not be made effective while the Employee is absent due to sickness, accident, or on an authorized leave of absence.

**Section 16.3** When an Employee is absent, for any reason except for leave of absence for military service, where credit for time for wage purposes is provided by law, for a continuous period of more than thirty (30) days, the interval from his last regular increase until the Employee's next regular increase following return to duty, is extended one (1) month for each thirty-day (30) period or major portion thereof beyond the first thirty (30) days absence.

**Section 16.4** It is understood and agreed that new Employees may be hired at any rate indicated on the progression table shown in Schedule 'A' attached, consistent with their training, experience and other qualifications. Subject to the provisions of Article 15, Section 3, hereof, such Employee shall thereafter progress in conformity with the periods and amounts shown in that portion of Schedule 'A' beyond the rates at which they are employed. Licensed new hires shall progress to the top rate after 90 days of employment.

## ARTICLE XVII

### VEHICLES

ADT, LLC ("The Employer") and IBEW Locals 46 and 76 ("The Union") agree to the following regarding Company take home vehicles:

1. Use of take home vehicles are on a strictly voluntary basis and no employee shall be required to take home a Company vehicle.
2. For employees who take home vehicles, their workday shall not begin until they reach their first job and will end at the finish of their last job. Employees shall not engage in any work activities, including work related phone calls, during their morning or evening commute unless specifically authorized to do so by their supervisor. Employees shall finish all of their work, including any paperwork prior to beginning their commute home. No employee shall be required to commute more than 30 minutes unpaid.
3. Employees shall travel from their home to the SSO without compensation a maximum of two times per week. Any additional trips from their home to the SSO shall be compensated after 30 minutes of unpaid travel. Further, employees temporarily transferred to another location shall be compensated after 30 minutes of unpaid travel when commuting from their home to their temporary SSO.
4. Employees engaging in work activities during their commute must report this activity to their supervisor promptly and document such activity on their time card. Employees who engage in unauthorized work will be subject to disciplinary action.
5. Employees may conduct personal business during their commute; however, employees may not engage in personal matters which would add more than one hour to their total commute. For example, an employee may stop at the store on the way home so long as the additional time necessary to drive to and shop at the store does not exceed one hour. Time spent on personal business shall not be counted as work time or included in the employee's 30 minute unpaid commute.
6. Use of the Company vehicle is not considered a benefit under the terms of the collective bargaining agreement and failure to follow the guidelines above may result in loss of take home vehicle privileges.
7. The Employer reserves the right to alter or amend the reasonable, non-discriminatory rules governing the use of its vehicles for bona fide business reasons. Individual employees may challenge having their take home vehicle privileges revoked through the grievance procedure through Step 3. If the dispute isn't settled, the matter shall be resolved by the Business Agents for Locals 46 and 76 and the Director of Labor Relations for ADT.
8. This Agreement shall supersede any other Agreements made between the parties related to the issues raised solely by this Memorandum.



## ARTICLE XVIII

### BULLETIN BOARD

**Section 18.1** The Employer shall furnish space on a Bulletin Board for the posting of Union Bulletins, etc.

**Section 18.2** The use of the Bulletin Boards shall be confined to:

- a) Factual notices and announcements for the Union pertaining to the following:
  1. Union Meetings;
  2. Union elections and nominations;
  3. Appointments of the Union officers;
  4. Union social and recreational affairs.
- b) Regularly issued financial statements for the union.
- c) Jointly signed minutes of conferences between the Union and the Employer.
- d) Agreements concluded by the Union and the Employer.
- e) Such other material as may be approved in writing prior to posting, by the Employer.

## ARTICLE XIX

### LEAVE OF ABSENCE

**Section 19.1** 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) Family and Medical Leave Act.
- f) For performance of ordered military duty in the service of the State.
- g) For any other cause agreeable to the Employer.

**Section 19.2** A leave of absence without pay may be granted only when there is a 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 family reason or on account of home conditions.
- f) For maternity.
- g) For performance of ordered military duty in the service of the State.
- h) For illness not covered in the Benefit Plan.
- i) For any other cause agreeable to the Employer.

## ARTICLE XX

### WORK STOPPAGE

**Section 20.1** During the term of this Agreement, or any extension thereof, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them, shall encourage, direct, authorize, condone, participate in, threaten or sanction any strike, including any sympathy strike, stay-in, walk-out or other interference with or interruption of work; and shall not engage in picketing, or hand billing, directed against the Employer or its products and/or services. The Employer agrees not to lock out Employees during the term of the Agreement.

## ARTICLE XXI

### TERMINATION DATE

**Section 21.1** This Agreement shall be effective from June 1, 2014 shall remain in effect through May 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.

## ARTICLE XXII

### 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.

It is agreed that no such right, function or prerogative shall be limited by any past or present practice or course of conduct or otherwise than by the express provisions of this Agreement.

## ARTICLE XXIII

### MISCELLANEOUS

**Section 23.1 Drug Free Work Place Policy** – The Employer’s drug-free work place policy will, by reference, be made part of this Agreement. Such policy shall be subject to the grievance and arbitration procedure, the Employer agrees to hold IBEW Local 46 and Local 76 harmless and dual specimens will be provided upon request.

**Section 23.2** It is understood and agreed that ADT will compensate all Employees for required licenses and any subsequent renewal fees for those licenses. All classes and materials required to maintain/upgrade the Employee’s Journeyman License will be the responsibility of the Employee. Employees who voluntarily leave the Employer within one (1) year of license renewal or paid training shall reimburse the Employer for any amounts paid by the Employer.

**Section 23.3 Discipline Policy** – ADT maintains a progressive discipline procedure to ensure a fair method of disciplining employees. The progressive discipline system is intended to give employees advance notice, whenever possible, of problems with their conduct or performance in order to provide them an opportunity to correct any problems. Progressive discipline normally follows the following steps:

- 1) Verbal counseling.
- 2) Written warning.
- 3) Suspension.
- 4) Termination.

Exceptions or deviations from the normal procedure may occur whenever ADT deems that circumstances warrant that one or more steps in the process be skipped. Accordingly, circumstances may sometimes warrant immediate termination.

Written warnings and their related documentation will be removed from an employee’s personnel file after one (1) year provided:

- 1) There has been no subsequent discipline; and
- 2) The employee submits a written request for its removal.

Suspensions and their related documentation will be removed from an employee's personnel file after five (5) years provided:

- 1) There has been no subsequent discipline; and
- 2) The employee submits a written request for its removal.

**Section 23.4** Employees shall wear their uniforms for the performance of their job duties. Employees shall not wear their uniform for non-ADT related purposes.

## ARTICLE XXIV

### **LABOR/MANAGEMENT COMMITTEE**

**Section 24** ***Labor/Management Committee***  
*The Company and Union shall create a joint Management and Union Committee to discuss issues related to training, safety or other incidentals which may arise. The Committee shall consist of at least two (2) members from each SSO designated by the Union and up to four (4) members designated by Management. The Committee shall meet on a quarterly basis. Recommendations of the Committee shall not be binding upon the parties unless reduced to writing and agreed to by the Business Agent of the Union and the Director of Labor Relations.*

SCHEDULE A  
WAGE PROGRESSION SCALE  
SEATTLE/TACOMA

	06/1/2014	06/01/2015	06/01/2016
Start	\$16.73	\$17.31	\$17.74
6 Months	\$18.12	\$18.76	\$19.23
12 Months	\$19.52	\$20.20	\$20.71
18 Months	\$20.92	\$21.65	\$22.19
24 Months	\$22.30	\$23.08	\$23.66
30 Months	\$23.70	\$24.53	\$25.14
36 Months	\$25.10	\$25.98	\$26.63
New Hire (outside) Licensed Technician	\$25.10	\$25.98	\$26.63
Existing Licensed Technician	\$27.88	\$28.86	\$29.58

Lead Person \$1.00 over scale

State/Local (City of Seattle) Fire License \$.50 over scale

*Upon ratification, each active Employee with six months or more service, shall receive a lump sum payment of \$1500.00 in lieu of retroactivity.*

NICET II certification Premium \$1.50 over scale

NICET III & IV shall receive bonuses and wage increases as outlined in the ADT policy.

All licenses must be kept current / valid to secure additional wages.

Rates are to establish minimums only. ADT retains the right to increase when necessary.

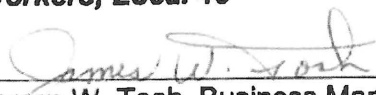
**Lead Technician**

Person qualified as serviceman in charge of three or more people, and who can assign, coordinate, direct, control work, order materials and assist in layout.

The number of Lead Technicians may be increased in Western Washington at the discretion of the Employer as a merit increase both in classification and modify wage or decreased as necessary.

**FOR THE UNION:**

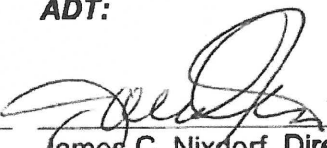
**International Brotherhood of Electrical  
Workers, Local 46**

  
James W. Tosh, Business Manager  
and Financial Secretary

6/30/15  
Date

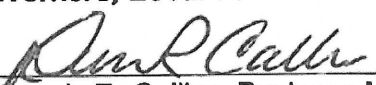
**FOR THE COMPANY**

**ADT:**

  
James C. Nixdorf, Director,  
Labor Relations

8/10/2015  
Date

**International Brotherhood of Electrical  
Workers, Local 76**

  
Dennis R. Callies, Business Manager  
and Financial Secretary

6/30/15  
Date

October 12, 2012

Mr. Jim Tosh  
IBEW Local 46  
«Address»  
Kent, WA 98409

RE: Negotiations

Dear Jim,

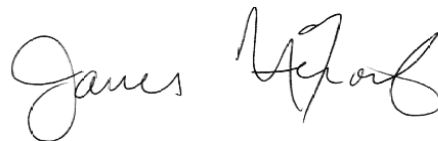
RE: Negotiations

Dear Jim,

I am writing to clarify the items below which were discussed during negotiations.

1. With respect to Section 1.1, the term "directly supervised" means front line supervision.
2. Current TYCO Integrated Security employees hired prior to 9/30/2012 by ADT LLC shall have their seniority bridged to reflect their total employment with the two companies.

Sincerely,

A handwritten signature in black ink that reads "James Nixdorf". The signature is written in a cursive style with a large, stylized "J" and "N".

James Nixdorf  
Director, Labor Relations