

AGREEMENT

Between

**JOHNSON CONTROLS SECURITY SOLUTIONS, LLC
(DALLAS and FT. WORTH, TEXAS)**

AND

COMMUNICATIONS WORKERS OF AMERICA

AFL-CIO



April 1, 2020 – March 15, 2022

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AGREEMENT

This Agreement made and entered into this 1st day of April 2020, by and between Johnson Controls Security Solutions, LLC (Dallas and Fort Worth, Texas) (formerly TycolS) hereinafter called the "EMPLOYER" and the Communications Workers of America hereinafter called the "UNION".

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

MUTUAL INTERESTS

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

ARTICLE 1 **MUTUAL RECOGNITION OF RIGHTS**

SECTION 1 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 November 20, 1978 in Case Number 16-RC-7820, including all servicemen employed by the Employer at its facilities located in Dallas and Fort Worth, Texas; excluding operators, office clerical employees, salesmen, confidential employees, alarm service investigators, supervisors, relief service supervisors and guards 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 the enforcement of reasonable rules and regulations relating to the operation of the Employer's business, the establishment of reporting time, the right to hire, transfer, layoff, promote, demote, discharge for cause, assign or discipline employees, to relieve employees from duties because 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.

ARTICLE 2 **ANTI-DISCRIMINATION**

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

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

SECTION 3 The policy of the Employer and the Union is to offer an equal employment opportunity to all persons without regard to 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. No one will be discriminated against or harassed

because of these factors.

SECTION 4 The Employer agrees to notify the Union Representative at the hiring of any new employee and afford an opportunity for the Union Representative to explain the Union benefits and the responsibilities within five (5) working days.

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 and shall, in all cases, be cleared with management prior to entering the office.

ARTICLE 3 **VOLUNTARY CHECK-OFF**

SECTION 1

- a) For the period of this Agreement, upon receipt of a written personally signed authorization on a form approved by the Employer from any employee subject to this Agreement, the Employer will deduct from such employee's pay, the weekly membership dues, provided, however, that the Employer shall not be obligated to deduct any delinquent dues which became delinquent prior to the effective date of the authorization. The Employer will transmit to the Secretary Treasurer of the Union on or before the 15th day after the last 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 deductions, Union dues shall be deducted in the next payroll period in which sufficient pay is available.
- c) Termination of Authorization for Deduction of Dues will be recognized only during the ten (10) day period immediately preceding the anniversary date of this agreement with Certified Mail copies to both the Company and Union.

SECTION 2 The Union will indemnify and keep indemnified the Employer against any and all liability and expense of every kind and nature, without any limitation whatsoever, that shall arise out of any action taken by the Employer in making deductions of Union dues and initiation fees and this indemnification shall include, but shall not be limited to, such matters as all costs of suits, proceedings, claims, demands, damages and expenses.

SECTION 3 The Employer shall provide the Union each month a list of employees in job classifications covered by the Agreement, under the following conditions:

- a) Employees hired or re-hired.
- b) Employees entering or returning from military service.
- c) Employees revoking authorization to deduct Union dues.
- d) Employees leaving the Company.

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

SECTION 5

- a) The Company agrees to make collection of CWA (PAF) Political Action Fund 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-PAF-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.

ARTICLE 4 GRIEVANCE PROCEDURE

SECTION 1 Except as mutually agreed to by the Union and the Employer, the following procedure shall be followed for the purpose of adjusting grievances. Note: Any grievance must be submitted to Step 1 within ten (10) working days of the occurrence or within ten (10) working days of when the occurrence became known to the grievant.

STEP 1 The employee shall discuss the grievance with his immediate supervisor for the purpose of adjusting same. The employee shall, at all times, have the right to have his Union Representative present in discussing grievances. The Supervisor shall attempt to settle the matter within ten (10) working days.

STEP 2 If the grievance is not settled satisfactorily in Step 1, it may be appealed in writing to the Manager within ten (10) working days after the Supervisor has answered. If not so appealed, the grievance shall be deemed not to exist. The Manager shall attempt to settle the matter within ten (10) working days subsequent to the date of submission of the written grievance form.

STEP 3 If the grievance is not adjusted satisfactorily in Step 2, it may be appealed within ten (10) working days to the Area Manager and the International Representative of the Union or their designee. The Area manager shall attempt to settle the matter within ten (10) working days.

STEP 4 If not adjusted satisfactorily in Step 3, the grievance shall be subject at the insistence of either party of intention to arbitration within thirty (30) days as provided in Article 5.

SECTION 2 The Union and the Employer shall keep each other currently informed of their respective duly authorized representatives who will handle each of the steps in the grievance procedure.

SECTION 3 Employees shall be compensated for time spent with the Employer's representative on any grievance involving the Employer. There shall be a maximum of three (3) employees at Steps 2 and 3.

SECTION 4 Any grievance settled prior to arbitration shall not set precedent nor prejudice any future matters unless agreed to in writing by the CWA Staff Representative and the Director of Labor Relations.

ARTICLE 5
ARBITRATION

SECTION 1 In the event that an agreement cannot be reached between the Union and the Employer with respect to a grievance involving and limited to the interpretation and application of any specific provision of this Agreement, it may be submitted, on the request of either party, to arbitration, pursuant to the Labor Arbitration Rules of the 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 the express provisions of the Agreement. The expenses, including fees and other necessary expenses of the Arbitrator, shall be shared equally by the Union and the Employer.

SECTION 2 Changes in business practice, matters involving Capital Expenditures, the opening and closing of new units, the choice of personnel (subject to the seniority provisions, if applicable), the choice of materials, services, products, processes, and equipment or other business questions of a like nature, or any dispute which either directly or indirectly involves the interpretation or application of the plans covering pensions, disability benefits and death benefits, shall not be arbitrable.

ARTICLE 6
HOURS OF WORK AND OVERTIME

SECTION 1

- a) The work week for installation shall be forty (40) hours during any one (1) work week or eight (8) hours during any work day. The work week for the purposes hereof shall be the same as the payroll week. Wages shall be paid weekly. Work performed on scheduled days off shall be compensable at overtime rate. The normal work schedule shall be between the hours of 8:00 a.m. and 5:00 p.m. with a one (1) hour lunch period, Monday through Friday. A lunch must be taken and the lunch period will be between 11:00 a.m. and 2:00 p.m., with management's prior approval for any deviations. The Employer, upon forty-eight (48) hours notice, may change schedule to hours between 7:00 a.m. and 10:00 p.m. The Employer, upon giving a minimum of seven (7) days notice, may change schedules to other schedules, however, the workdays must be continuous.

- b) The work week for service 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. Wages shall be paid weekly. Work performed on scheduled days off shall be compensable at overtime rate. The normal work schedule shall be between the hours of 8:00 a.m. and 5:00 p.m. with a one (1) hour lunch period, Monday through Friday. A lunch must be taken and the lunch period will be between 11:00 a.m. and 2:00 p.m., with management's prior approval for any deviations. The Employer, upon forty-eight (48) hours notice, may change schedule to hours between 7:00 a.m. and 10:00 p.m. The Employer, upon two (2) weeks notice, may change schedules to other schedules, however, the workdays must be continuous. Any individual who starts their workday at 12:00 pm or later, will be paid a shift differential of \$0.50 per hour. A Tuesday through Saturday work shift may be established for service. If such a shift is implemented qualified volunteers will be given first opportunity to work the shift. If there are not sufficient volunteers, assignments will be made in reverse order of seniority of qualified employees.

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 (1-1/2) times the employee's regular straight time hourly rate. No time worked, except for work performed on guaranteed paid holidays, as hereinafter listed in Article 7, shall under any circumstances be compensated for at more than one and one-half (1-1/2) times the straight time hourly rate. There shall be no compounding, duplicating or pyramiding of overtime payments of any description. Time not paid, either in eight (8) hour workday or forty (40) hour work week, shall not be used in calculation of overtime premium for the work week.

SECTION 3 Service personnel assigned to standby shall be paid four (4) hours pay at overtime rates for each week of standby. Service personnel assigned to standby on holiday weeks will be paid six (6) hours at overtime rates. Standby shall be rotated among qualified personnel. Anyone hired, rehired or joining the company because of an acquisition, regardless of their department or classification, after May 1, 1998 shall be required to be on the standby list once deemed qualified by management. Employees not on standby will be reimbursed for time involving telephone calls if the call is authorized by a supervisor and not caused by a deficiency of the employee called. Stand-by pay shall be paid at 1-1/2 hours pay at overtime rate. Telephone calls received at home shall be paid for with one-half hour at 1-1/2 times the regular rate of pay for calls received before 10:00 p.m. and one hour at 1-1/2 times the regular rate of pay for calls received after 10:00 p.m.

SECTION 4 Emergency overtime calls from home shall be compensated for at one and one-half (1-1/2) times the employee's regular hourly rate of pay from the time the employee leaves his home to the time reasonably required for him to return home, with the understanding that, in the event of an emergency call from home, no employee shall receive less than two (2) hours pay at one and one-half (1-1/2) times his regular hourly rate of pay. Telephone calls received at home shall be paid for with one-half hour at 1-1/2 times the regular rate of pay for calls received before 10:00 p.m. and one hour at 1-1/2 times the regular rate of pay for calls received after 10:00 p.m.

SECTION 5 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 functions and duties as were performed by Guards prior to the execution of this Agreement despite the fact that they have been excluded from the bargaining unit and are not covered in any way by this Agreement.

SECTION 6 In order to assure continuity of service, it is agreed that a Supervisor shall not perform serviceman work except for the purpose of training or instruction of Service employees or in major emergency situations. Supervisors shall not handle emergency call-outs except when Servicemen employees assigned to the particular central station are not available or except in major emergency situations.

SECTION 7 The Employer will attempt to distribute overtime as equally as possible among all employees subject to the judgment by the Employer of the employees' capability of performing the work.

SECTION 8 Employee shall be entitled to work his or her scheduled tour provided that a sufficient period of time for adequate rest has elapsed since the employee last worked.

It is not possible to specifically evaluate a "sufficient period of time for adequate rest" as this is dependent upon the nature of the work being performed, the conditions under which the work is performed, and the employee's physical condition which only the employee can determine. In general, under ordinary circumstances, sixteen (16) hours of work may be performed without an intervening period of rest. An employee will be allowed a eight (8) hour rest period from the time he/she returns from his/her last assignment until he/she is required to be on his/her regular shift.

SECTION 9 A list will be maintained of volunteers who are willing to go on out of town assignments on short notice. Such assignments will be rotated based on the individual's experience. If no volunteers are available, assignments will be made in inverse order of seniority based on experience and qualifications.

ARTICLE 7
HOLIDAYS

SECTION 1 Subject to the provisions hereinafter set forth, all employees shall be paid a total of eleven (11) holidays each year. The fixed holidays will be as follows:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving
Memorial Day	Christmas Day
Fourth of July	

There shall also be four (4) additional floating holidays which may be scheduled throughout the year with at least 48 hours notice. Management will endeavor to grant these requests subject to business requirements; however, no request shall be unreasonably denied.

With respect to the day after Thanksgiving and Christmas Eve, the Company will endeavor to grant as many employees off while maintaining enough staff to meet customer demands.

In the event a fixed holiday falls on a Saturday or Sunday, the parties may agree to fix another day or allow the day to be taken as a 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 (1½) times their regular hourly rate in addition to their holiday pay for all work performed on listed holidays.

SECTION 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 in advance by the Employer.

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.

ARTICLE 8
VACATIONS

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

<u>Length of Continuous Service</u>	<u>Amount of Vacation</u>
Date of Hire but less than 5 years*	2 weeks*
5 years but less than 10 years	3 weeks
10 years or more	4 weeks

* During first calendar year of employment vacation will be based upon hire date and accrual schedule. Subsequent vacation calculations will be based on the calendar year and accrual schedule.

SECTION 2 Each supervisory group shall have its own vacation list posted in seniority order, by January 15th of each year. Employees must schedule vacation, by seniority, by March 15th of each calendar year.

Any vacation in excess of two (2) days which is not scheduled and approved by management by March 15th will be on a first come-first serve basis without regard to seniority and will require a minimum of two (2) weeks' notice and management approval. All vacations not scheduled by October 1st will be subject to scheduling by management. Any employee relinquishing a scheduled vacation at the request of management will have until March 31st of the following vacation year to reschedule and take such vacation. Employees entitled to two (2) or more weeks of vacation will continue to be permitted to choose, on the basis of seniority, two (2) weeks of vacation during the period May 1 through October 31 of each year. Earned odd days, as well as third and fourth weeks of vacation, shall be scheduled between November 1 and December 31, or between January 1 and April 30 of each year. Where business conditions permit, the Employer may allow an employee who is eligible for three (3) or more weeks of vacation to take such vacation consecutively to accommodate a special personal reason.

SECTION 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.

SECTION 4 The number of employees per supervisory group allowed on vacation at one time shall be a maximum of 10% of that group.

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 of a member of the employee's immediate family, defined for the purpose hereof, to include the employee's spouse/domestic partner, parent, child or sibling. An employee shall be paid at his regular rate of pay up to a maximum of three (3) days for attending the funeral of grandparents or grandchildren. The above provisions apply to relationships established through births, adoption, marriage or domestic partnership* including in-laws and step relations. Employees shall be paid at their regular rate for one (1) day for aunts, uncles, nieces, and nephews.
- b) It is mutually agreed that when the employee's regularly scheduled days off occur during the period, he shall receive no pay for these days nor shall he extend his period of absence beyond the time required for attending the funeral.
- c) It is also mutually agreed that circumstances may arise which justify payment 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 rates 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.

SECTION 3 Employees who have passed their probationary period shall be entitled to three (3) sick and two (2) personal days with pay each calendar year. Personal days may be requested with at least 24 hour notice to their supervisor. Personal/Sick days shall not carry over from year to year.

SECTION 4 Each employee will receive eight (8) hours excused work per year with pay eight (8) hours prior notice to his supervisor for doctor, dentist, etc. Consideration will be given in emergency situations to not require 8 hours notice for excused time off. Such time may be taken as a full day. Such time may be taken in two (2) hour increments.

ARTICLE 10
PLAN FOR EMPLOYEES' PENSIONS
DISABILITY BENEFITS AND DEATH BENEFITS

SECTION 1 The Employer hereby agrees that the provisions of the Plans covering 401(k) or its equivalent, disability benefits and death benefits, as amended, subject to all the limitations and qualifications therein contained, are hereby incorporated in and made part of this Collective Bargaining Agreement. The Employer shall not, during the term of this Agreement, terminate the Plan. The Employer, however, reserves the right to alter or modify the Plans.

ARTICLE 11
GROUP HOSPITALIZATION, SURGICAL AND DENTAL PLAN

Implement Employer Benefits as applicable. 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.

ARTICLE 12
SENIORITY

SECTION 1 Length of continuous service with the Employer shall be known as seniority. There shall be separate seniority lists for Dallas and Fort Worth as follows:

- | | |
|-------------|----------------------------------|
| Dallas: | Residential Service |
| | Commercial Service |
| | Residential Installation |
| | Commercial Installation |
| | Systems Service Technician (SST) |
| | Residential HVCI |
| | Commercial HVCI |
| Fort Worth: | Residential Service |
| | Commercial Service |
| | Residential Installation |
| | Commercial Installation |
| | Systems Service Technician (SST) |
| | Residential HVCI |
| | Commercial HVCI |

SECTION 2 Full time employees shall have no seniority rights until they have served with the Employer for six (6) months. Part-time employees shall have no seniority until they have served with the Employer for one thousand (1,000) work hours, but in no event in less than six (6) months. Such probationary new hires may be disciplined, terminated, or laid off at any time, with or without cause. Such discipline, termination or layoff shall not be subject to arbitration.

SECTION 3 When a layoff within a similar work group (i.e., reduction in force due to lack of work) is made, the principle of seniority based upon continuous employment with the Employer shall apply. Similar work groups shall be defined as Residential, Commercial, System and High Volume. The Employer will have the right to subcontract during a layoff.

SECTION 4 The right of seniority in re-employment shall be accorded to a laid-off employee prior to new employees being hired, provided such laid-off employee responds to a call to report for work not more than five (5) working days after receipt of notice sent to him by registered mail, to his last known post office address. If such laid-off employee fails to report due to being incapacitated, preventing him from responding or is employed elsewhere, in which case he must notify the Employer in writing within three (3) days after receipt of notice 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 who have been notified to report to work as herein provided.

SECTION 5 During the term of this agreement, the company date of hire, including bridged date of hire, will be used for the purposes of determining seniority.

SECTION 6 During a leave of absence or a period of layoff, an employee is not eligible to receive the benefits provided in this Agreement.

ARTICLE 13 **SEVERANCE PAY**

SECTION 1 In the event of permanent layoff, each employee with more than three (3) 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 in effect at the time he is laid off.

SECTION 2 If an employee who has received severance pay is rehired and the period since the date of his layoff is less than the period for which he has received severance pay, the amount paid to the employee in excess of the period of his actual layoff shall be considered as an advance to him by the Employer and repayment shall be made through payroll deductions at the rate of ten 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 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 layoff, the severance pay to which he is entitled shall be subject to a deduction equal to the amount of any severance pay previously received and for which the Employer was not reimbursed.

SECTION 4 An employee who resigns, is retired with pension, or is discharged or otherwise dropped for cause, shall not be entitled to severance pay. An employee who is retired on account

of age, but does not qualify for pension, shall be entitled to severance pay.

ARTICLE 14

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

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 per mile with a minimum three dollars and fifty cents (\$3.50) per day. Compensation for use of Employee's automobile in the Employer's service shall be at the prevailing IRS rate.
- c) Employees-owned motor vehicles shall be used in service of the Employer only when approved by a supervisor, assistant foreman or manager.
- d) All employees (regardless of their job classification) must have a valid driver's license from the state in which they reside.

SECTION 2 When the Employer deems it necessary to board an employee near a job, such employee shall be reimbursed up to sixty dollars (\$60.00) a day with receipts, plus reasonable cost for room when employee is required to be away from home overnight. If an employee requests to return home rather than remain overnight, subject to approval by Employer for them to return home, the employee may be paid ten dollars (\$10.00) in lieu of board and lodging.

SECTION 3 Employees who take home a vehicle will be responsible for forty-five (45) minutes of commuting time from their home to the first job and to their home from the last job of the day.

ARTICLE 15 **WAGE RATES**

SECTION 1 The wage scales to be placed in effect are set forth on Schedules "A" and "B" of this Agreement.

SECTION 2 Increases or decreases in the basic rates of pay shall not be made effective while the employee is absent due to sickness, accident, or on an authorized leave of absence.

SECTION 3 When an employee is absent, for any reason except for leave of absence for military service, where credit for time for wage purposes is provided by law, for a continuous period of more than thirty (30) days, the interval from his last regular increase until the employee's next regular increase following return to duty is extended one (1) month for each thirty (30) day period or major portion thereof beyond the first thirty (30) days absence.

SECTION 4 It is understood and agreed that new employees may be hired at any of the rates applicable to the current year indicated on the progression tables shown in schedule "A" or "B" 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 that portion of schedule "A" or "B" beyond the rates at which they are employed. When new employees are hired at any rate other than the starting rate, the Union Representative shall be notified.

ARTICLE 16
BULLETIN BOARD

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

SECTION 2 The use of the Bulletin Boards shall be confined to:

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

ARTICLE 17
LEAVE OF ABSENCE

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

- a) Leave of absence will be granted, initially, for a period not exceeding ninety (90) days.
- b) Leave of absence may be extended, upon written request, but in no case for a period of more than an additional ninety (90) days.
- c) Employee will receive no wages during his absence.
- d) 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 that time.

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

- 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) For any other cause agreeable to the Employer.
- g) Conditions covered by Family and Medical Leave Act.

ARTICLE 18
WORK STOPPAGE

SECTION 1 Since adequate provision has been made in this Agreement for settlement of all disputes that may arise between the parties, the Union agrees that it will not encourage, sanction,

authorize or approve any strike, work stoppage, slowdown, or interruption of work during the term of this Agreement and that it will actively endeavor to prevent or terminate any such activity by any of its members. 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 up to and including termination. It is further agreed that the Company will not lock out any employee(s) during the term of this Agreement.

ARTICLE 19 **CONTRACT WORK**

Employer agrees not to contract out work normally assigned to bargaining unit employees in the commercial group to the extent that it causes a reduction in the work force or a reduction of hours worked.

ARTICLE 20 **TRAINING**

SECTION 1 The Employer shall make available to all employees a “master” systems manual from which employees can reproduce copies.

SECTION 2 The Employer will provide as much system/equipment training as possible to all employees. Training from vendors will be provided when practical. All such training will be done at the Employer’s expense during normal working hours.

SECTION 3 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 practical. 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 tests as administered by the Company, vendor or the State of Texas. No employee will be disciplined solely because he has not had the opportunity to complete or attend Company sponsored training courses.

SECTION 4. Employer will reimburse a NICET certified employee once every three years for the re-certification fee.

ARTICLE 21 **SAFETY**

SECTION 1 Safety and health is of mutual concern to the Employer and the Union. Together we recognize the need for a work environment in which safe operations can be achieved in all phases of work. We all recognize the need for a work environment in which safe operations can be achieved in all phases of work. We all recognize the need to promote better understanding and acceptance of safety and health principles by all employees for their own safety and health, and that of their fellow employees, customers and the general public.

SECTION 2 To achieve these safety objectives, the Employer and the Union agree to an Employer/Union Safety Advisory Committee on safety principles. The committee shall consist of not more than two (2) representatives each from the Employer and the Union (to be appointed by the Employer and the Union respectively). The committee shall meet from time to time as required, but at least four (4) times per year.

SECTION 3 The Company will reimburse up to \$80.00 annually for the purchase of boots or safety glasses. Receipts will be required to process reimbursement requests.

ARTICLE 22 **MISCELLANEOUS**

SECTION 1 The Company commits to submit to the Union, by the fifteenth of each month, a list of all new hires from the preceding calendar month. The Company will also update and submit seniority lists as needed. Such list shall be submitted to the International Representative of the Union.

The Employer agrees to notify the Local President(s) or their designee at the hiring of any new employee and afford thirty (30) minutes of Company paid time for the Union Representative to explain union benefits and responsibilities.

SECTION 2 Open positions will be posted per the Company Job Posting procedure.

SECTION 3 All installers and service technicians must have fire alarm license within twelve (12) months of contract ratification or date of employment as a condition of employment.

SECTION 4 An active employee once a year may, upon reasonable notice, inspect records contained in their employee's personnel file, such as absence and tardy records, work observation records, appraisals and records bearing on any disciplinary action. The Company will make sure that this request is completed within two (2) weeks of the employee's request. this review will be done on company paid time.

ARTICLE 23 **LABOR MANAGEMENT COMMITTEE**

A joint labor management committee will be formed consisting of two members of the management team plus the Branch Manager and two members of the unit plus a local union representative, with individual members being rotated on an as needed basis. Joint meetings with both branches will be held annually with individual branches meeting bi-annually (or as needed if mutually agreed) to discuss issues surrounding bargaining unit employees. The committee will act in an advisory function and union representatives must be appointed by the union (CWA).

ARTICLE 24 **GENERAL AGREEMENT**

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 25 **ANCILLARY BENEFITS**

The parties agree the Company may unilaterally confer other benefits not specifically listed in the contract. These benefits will be subject to terms and conditions contained in the applicable plan. The Company reserves the right to modify and/or terminate these benefits at any time.

ARTICLE 26

SEPARABILITY

If the enactment of legislation, or a determination of a court of final jurisdiction 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.

ARTICLE 27

TERMINATION DATE

This Agreement shall be effective from April 1, 2020 and remain in effect through March 15, 2022, and thereafter, from year to year, unless prior notice in writing shall be given by either party to the other of its termination or of any changes desired sixty (60) days prior to the end of the current term.

IN WITNESS THEREOF, the parties hereto have duly executed this Agreement as of April 1, 2020.

By: _____

Johnson Controls Security Solutions, LLC

By: _____

Communications Workers of America

**Schedule A
Installation Personnel**

	1/23/2019	Effective 3/15/2020	Effective 3/14/2021
Start	\$14.23	\$15.00	\$15.41
6 months	\$15.41	\$15.83	\$16.27
12 months	\$16.61	\$17.07	\$17.54
18 months	\$17.79	\$18.28	\$18.78
24 months	\$18.98	\$19.50	\$20.04
30 months	\$20.15	\$20.70	\$21.27
36 months	\$21.35	\$21.94	\$22.54
42 months	\$23.43	\$24.07	\$24.74
48 months	\$24.66	\$25.34	\$26.03

Lead Technician \$1.00 or 5% above top rate of pay, whichever is greater.
 Systems Service Technician \$2.75 or 10% above top rate of pay, whichever is greater (increase after satisfactorily meeting stipulated requirements).
 Anyone appointed SST Level 2 after 1/4/2016 \$5.50 above top rate of pay.
 Employees in the bargaining unit are eligible to participate in the Employer NICET Certification Program.

**Schedule B
Service Personnel**

	1/23/2019	Effective 3/15/2020	Effective 3/14/2021
Start	\$14.23	\$15.00	\$15.41
6 months	\$15.41	\$15.83	\$16.27
12 months	\$16.61	\$17.07	\$17.54
18 months	\$17.79	\$18.28	\$18.78
24 months	\$18.98	\$19.50	\$20.04
30 months	\$20.15	\$20.70	\$21.27
36 months	\$22.12	\$22.73	\$23.35
42 months	\$24.96	\$25.65	\$26.35
48 months	\$26.20	\$26.92	\$27.66

Lead Technician \$1.00 or 5% above top rate of pay, whichever is greater
 Systems Service Technician \$2.75 or 10% above top rate of pay, whichever is greater (increase after satisfactorily meeting stipulated requirements).
 Anyone appointed SST Level 2 after 1/4/2016 \$5.50 above top rate of pay.
 Employees in the bargaining unit are eligible to participate in the Employer's NICET Certification Program.

1/20/2018

Side Letter Regarding Training Committee

CWA Rep:

As discussed during negotiations, this side letter shall be in effect for the term of the new labor agreement as a pilot program. Discussions and decisions of the Committees shall not add to, subtract from or modify in any manner whatsoever the terms and conditions of this Agreement nor shall they constitute mid-term bargaining.

A training committee will be formed and meet within three (3) months from ratification. The committee shall consist of two persons appointed by the Company and two persons appointed by the Union. Bargaining unit employees who serve as Union appointees will suffer no loss in pay for attending committee meetings. Thereafter, the committee will meet semi-annually to discuss ongoing training needs and strategies, acting in an advisory function.

Sincerely,

Tim Drabek, Director Labor Relations

1/20/2018

Side Letter regarding Ancillary Benefits

CWA Rep:

As discussed during negotiations, this side letter shall be in effect for the term of the new labor agreement. Those Ancillary Benefits already conferred by the Company to applicable DFW bargaining unit employees shall be continued during the term of the new agreement unless the benefit is modified or terminated for the majority of the Company employees that the benefit applies to.

Sincerely,

Tim Drabek, Director Labor Relations

1/4/2016

CWA Rep:

Letter – re: Security Clearances

On a case-by-case basis, any action management takes regarding someone's failure to pass a security clearance will be subject to the grievance and arbitration process.

Sincerely,

Tim Drabek, Director Labor Relations

1/4/2016

CWA Rep:

Letter – re: SST

After it is developed by the Company, Management has agreed to share the Company's SST criteria with the Training Committee. Further, Management has agreed to allow an employee to reapply in one year if the employee loses their SST assignment.

Sincerely,
Tim Drabek, Director Labor Relations

Agreement – Global Positioning Satellites (GPS) 10/1/14

In an effort to resolve issues surrounding Global Positioning Satellites (GPS), TycolS and CWA Dallas/Ft.Worth agree as follows:

1. Global Positioning Satellites (GPS) and associated Data Logging Services are intended to provide vehicle cost savings, provide vehicle maintenance alerts, and enhance employee safety.
2. The parties acknowledge there may be issues, which may arise regarding GPS. As such, a committee will be formed of 2 management and 2 union representatives to meet and discuss GPS procedures, processes, tracking and this committee should meet bi-annually if needed. Although decisions regarding discipline shall be reserved to the Company, the Committee may discuss and recommend changes to disciplinary action/guidelines. Employees who are disciplined based in whole or in part based upon data generated by the GPS devices shall have the right to grieve and arbitrate any discipline under the provisions of the Collective Bargaining Agreement
3. This agreement shall not set precedent nor prejudice any other matter

4/1/2020

Mr. Tony Shaffer Sr.
CWA Representative

Dear Mr. Shaffer,

Re: SIDE LETTER REGARDING OVERTIME

As discussed in negotiations, this side agreement will be in effect for the term of this labor agreement. Management maintains its right to assign/schedule overtime, which employees are obligated to work. If management, in its sole discretion, decides an on-going Saturday overtime rotation is necessary, qualified volunteers will first be sought by seniority, and any openings in the overtime rotation will then be filled in inverse order of seniority of qualified employees. Each Saturday, the next senior group of employees will be assigned to the extent there are not enough qualified volunteers. If a rotation has ended and another is begun more than four weeks after the last one ended, management agrees to start with the most junior qualified technicians again (rather than where the rotation left off).

Sincerely,

Tim Drabek
Director, Labor Relations, JCSS