

Agreement

Between

The International Brotherhood of Electrical Workers

Local Union 435

and ProTELEC Security and Safety Ltd.

January 1, 2021 to December 31, 2023

AGREEMENT

Agreement entered into this the 17th day of September 2021

between ProTELEC Security and Safety Ltd.,

200-1450 Mountain Ave, Winnipeg, Manitoba,

hereinafter referred to as the Company, and

LOCAL UNION 435 - INTERNATIONAL BROTHERHOOD OF

ELECTRICAL WORKERS, (AFL-CIO, CLC), hereinafter

referred to as the Union.

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ARTICLE 1 - UNION RECOGNITION

- a) The Company agrees to recognize the Union as the sole bargaining agency for such employees of the Company as are defined in Certificate MLB-2686.
- b) *The Company shall deduct a sum equivalent to monthly dues, as prescribed by the Union, from the pay of each employee to whom this Agreement applies. Deductions shall be made from each paycheque and shall be remitted to the Union monthly, together with a list of all those from whom deductions have been made and their current hourly rates. It is mutually agreed that when an employee has no pay to their credit during the regular deduction period, the responsibility for collection of dues for such period rests solely with the Union.
- c) The Company will advise the Union of the name, address and personal telephone number of newly hired employees upon their engagement.
The Company further agrees that when new employees are hired, the Business Manager or designate shall be provided a maximum of fifteen (15) minutes during regular working hours to meet with the new employees. The meeting shall be scheduled by the Company at a time mutually acceptable to the Company and the Union. It is agreed and understood that the purpose of such a meeting shall be for the Business Manager or designate to introduce themselves and to provide the employees with a copy of the Collective Agreement. All arrangements for meetings with new employees shall be made through ProTELEC Supervisors.

ARTICLE 2 - DISCRIMINATION

- a) The Union and the Company agree that they or their agents will not intimidate, discriminate against or coerce employees by reason of their membership or non-membership in the Union.
- b) The provisions of this Agreement shall be applied to employees without discrimination on account of age, sex, creed, colour, or national origin.
- c) In administering this agreement, the Company shall act reasonably, fairly, in good faith and in a manner consistent with the agreement as a whole.

This provision is inserted in the Collective Agreement pursuant to the provisions of Section 80 (1) and (2) of the Labour Relations Act of Manitoba, and if such provision of the Act is amended or repealed, this sub-paragraph shall be null and void.

***ARTICLE 3 - MANAGEMENT RIGHTS**

The Company shall remain vested with full and exclusive control of the management and operation of the Company and with the direction and supervision of the working forces, including but not limited to its rights to hire, suspend, or discharge employees for proper cause; or to relieve employees from duty because of lack of work or for other legitimate reasons; or to schedule its operations; or to extend, limit, curtail or reschedule its operations, when in its sole discretion it may deem it advisable to do so, providing that any claim by the Union that these rights are exercised in a discriminatory manner shall be considered a grievance and shall be dealt with in accordance with the terms of this Agreement.

***ARTICLE 4 - HOURS OF WORK**

4.01 Except as otherwise provided under Section 4.02 hereof, eight (8) hours shall constitute a day's work and forty (40) hours shall normally constitute a week's work.

4.02.1 SERVICE AND INSTALLATION DEPARTMENT

a) The Service Department normal hours of operation are Monday to Saturday 8am to 8pm. This 12 hour period shall be covered by 8 hour shifts. If it is found necessary to schedule work at times other than normal working hours, such work will be rotated among those employees qualified to do this type of work as determined by management. The Company agrees to give forty-eight hours (48) notice of a change of shift, excluding promotion or demotion.

Note: Employees hired before January 1st, 2018 will have normal hours of operation of Monday to Friday, 8am to 8pm and Saturday, 8am to 4pm.

b) The Installation Department normal hours of operation are Monday to Saturday 8:00am to 8pm. Due to the nature of the installer's work and their pay (point rate), their start times are fixed but their completion times will vary depending on the size of the job(s) as determined by the number of points assigned. The jobs will be distributed as fairly and equitably as possible among all Installers. Work can only be assigned outside the normal hours of operation if agreed to in advance by an installer.

Note: Employees hired before January 1st, 2018 will have normal hours of operation of Monday to Friday 8:30am to 5pm.

4.02.2 MONITORING SERVICES DEPARTMENT

With the Monitoring Center being a 24/365 operation Monitoring Services staff could be required to work a combination of 8-hour, 10-hour and 12-hour shifts within a schedule. The combination of shifts shall not exceed 80 hours in a two-week period or overtime rates will apply for all excess hours worked. Full-time Monitoring Services staff will be scheduled at least 74 hours in a two-week period.

4.02.3 Where work schedules and service requirements permit, days off shall be taken consecutively.

4.02.4 CHANGES TO TOURS OF DUTY

- a) No regular assignment of tours of duty shall be made for a period of less than fourteen (14) calendar days.
- b) Schedules for regular assignments of tours of duty shall be posted at least seven (7) days prior to the commencement of the schedule.
- c) When a tour of duty change is requested by the Company on less than twenty-four (24) hours notice, the change must be mutually agreed and overtime rates shall apply.
- d) With regard to mutual arrangements for temporarily exchanging days of work, or daily work shifts, all mutual arrangements must be agreeable to the Supervisor. All replacements must be of a suitable category and the exchange must be within a two (2) week pay period.

4.03 BREAKS

Each employee shall be provided with a **paid** eating period of at least one-half (1/2) hour, or such shorter period as necessitated by emergency. No employee shall go longer than five (5) consecutive hours without an eating period. When a shift is scheduled eight (8) or more consecutive hours, employees will be allowed to eat on Company time. Additional breaks may be permitted at the discretion of the on duty supervisor.

4.04 The Company's Foreman and Supervisors shall act in a supervisory capacity, and shall not perform any work regularly performed by employees covered by this Agreement except in cases of emergency, or when competent regular employees are not readily available, or for the purpose of instructing and training employees.

*4.05 STANDBY

Technicians may be required to be on seven (7) day rotational standby schedule. For each seven (7) day cycle or pro-rated portion thereof the employee will receive three hundred (\$300.00) dollars. When an employee on standby is called into work outside of their regular working hours, the provisions of Article 7(d) will apply.

The rotation for Standby will not be more than one rotation every four weeks per employee. If there is a shortage of employees and a Service Technician may have to work more than 1 in 4, than a canvas for volunteers shall happen. If no Service Technicians volunteer than the Installers will be canvassed for Volunteers. If there are no Volunteers then an Installer will be chosen to fill in during the shortage.

***4.06 Part Time Monitoring Representatives**

Requirements:

Part Time representatives are required:

- To work a minimum of **40** hours over a two week scheduled period.
- Work some combination of Friday, Saturday and Sunday shifts every scheduled period.

Part time members contribute a large factor in the monitoring operation for shift coverage in prime holiday seasons. The Expectation of employment of part time members is that they will have increased availability during these times.

- Prime holiday seasons: June –September, Christmas/New Years

Breaks:

Part time shifts are scheduled for 6 hours in duration. A 20 minute paid break will be given (*see note below). When part time staff is scheduled for full time shift coverage they will follow the same break policy as a full time member.

Vacation Pay:

Part time staff will accrue vacation pay bi-weekly in accordance to the agreement.

Benefits:

Part time staff does not qualify for group benefits as the plan requires that part time staff work a minimum of 40 hours every pay period. Should any part time member be hired to work over 40 hours on regular bases they would then qualify.

Note Part time breaks

Part time paid 20 minute breaks may not always be possible, if during a part time employees shift the work is such that a break would cause disruption and hardship to the business, the Supervisor may ask for the Employee to not take a paid break. However on a normal operating day Supervisors shall make every effort to provide a break.

ARTICLE 5 - STATUTORY HOLIDAYS

a) The following holidays shall be paid for at the employee's regular rate when not scheduled to work:

New Years Day	Canada Day	Thanksgiving Day
Civic Holiday	Victoria Day	Remembrance Day
Boxing Day	Labour Day	Good Friday
Christmas Day	Louis Riel Day	National Day for Truth and Reconciliation

Any additional holiday proclaimed by Federal or Provincial Government as a holiday for the general public shall be recognized as a paid Holiday.

b) Employees scheduled to work on any of the statutory holidays referred to in paragraph (a) shall be paid on the following basis:

Time plus time-and-one-half for all scheduled shifts worked. If required to work longer than the scheduled shift they shall be paid double time for all additional hours worked. Staff called into work on a statutory holiday shall be paid straight time for the holiday plus double time for all hours worked. Staff not scheduled to work will be paid at their average daily wage from the 30 days before the statutory holiday.

c) Employees scheduled to work on a statutory holiday but who do not report for work shall not be paid. When an employee is absent from work without the employer's consent on the first scheduled workday before or after the holiday, the employee shall not be paid for the holiday. The Company may require a Certificate from a Doctor of Medicine as proof of incapacity resulting from illness or injury.

d) The holiday shall be 12 midnight to 12 midnight on the day designated by the Company as the holiday.

e) If an employee takes their vacation during a period which includes a designated statutory holiday, they shall receive an extra day's vacation as mutually agreed upon or an extra day's pay.

f) Wherever possible, schedules shall be arranged on Christmas Eve, Christmas Day, New Years Day so that employees who work on the Christmas shall not be scheduled for the New Years.

g) Service Technicians will be granted a day off with pay, when any of the above holidays fall on a Saturday or Sunday that is a non-working day. The day off will be the working day immediately preceding or following the holiday.

ARTICLE 6 - WAGES

a) Occupational classifications and wage scales are set forth in Schedule "A" of this Agreement.

b) The wage rates of any new job classification originated by the Company will be negotiated between the Company and the Union.

- c) Employees will be required to provide a VOID cheque and will be paid by direct deposit every second Friday. There shall be a one-week holdback of pay to accommodate the bi-weekly pay period. Appropriate pay stubs will be made available in a timely fashion.
- d) All time spent in court as a witness on behalf of the Company on an employee's own time will be compensated for at straight time.
- e) Whenever necessary, employees who are requested by the Company to attend special training classes on their own time after working hours, will be paid at their regular rate for all time spent training.
- f) An employee shall be paid at their regular rate of pay or scheduled to work during absence not exceeding three (3) consecutive days, for the purpose of attending the funeral of a member of the employee's immediate family, defined for the purpose hereof to include the employee's mother, father, sister, brother, husband, wife, child, mother-in-law, or father-in-law. Other situations may be taken to the Supervisor for consideration. Employees to supply pertinent information for such absence to the Supervisor, prior to scheduled tours of duty.
- g) Schedule "A" of this agreement will determine the starting rate and increases for each occupational classification. Newly hired employees, if considered qualified by management can be hired initially at higher rates as determined by their qualifications and proceed from that point. Increases or decreases in an employee's rate shall not be made effective while an employee is absent from work due to sickness, accident, or leave of absence.

ARTICLE 7 - WAGES - OVERTIME

- a) All hours worked over 80 hours in a two-week pay period, or beyond 8, 10 or 12 hours as scheduled in any shift, shall be overtime.
- b) Overtime shall be paid on the following basis: Time and one half for the first four (4) hours of overtime and double time thereafter until relieved.
- c) Full time Monitoring Services staff requested to perform work on the employee's day off shall be paid time-and-one-half for the agreed upon shift the employee is to work. For all hours worked beyond the agreed shift double time shall apply.
- d) Service technicians who are on call shall receive double time from the time they leave home until the time they return home. A minimum of 2-hours at double time shall be paid for all instances a service technician is called.
- e) Overtime for Installers shall be paid on the following basis: Time and one half the Hourly rate for all hours worked over 80 in a two-week pay period.

***ARTICLE 8 - PAID VACATIONS**

*a) Vacation is accrued on every pay period and is based upon each employee's start date. For all employee's, vacation entitlement is based upon the calendar year which is January 1st. At January 1st each year, all vacation accrual that has been generated over the past 12 months becomes the vacation entitlement for the next 12 months.

b) For each week of vacation, employees earn two per cent of their gross wages as vacation pay.

Example: employees who earn two weeks of vacation receive four per cent of their gross wages as vacation pay. Employees with three weeks vacation receive six per cent of their gross wages as vacation pay.

Gross wages include all regular wages and any general holiday pay. Regular wages include hours paid as commission, salary, hourly, bonuses tied to productivity and any other wages paid as compensation for the regular hours of work.

Overtime wages, wages in lieu of notice, and the previous year's vacation wages are not included.

c) Employees with less than one (1) year's service shall receive vacation with pay in accordance with Manitoba **Employment Standards**.

d) Employees with one (1) year and less than four (4) years service shall receive two (2) weeks vacation with pay in each vacation year.

e) Employees with four (4) years service or more shall receive three (3) weeks vacation with pay in each vacation year.

f) Employees with ten (10) years or more service shall receive four (4) weeks vacation with pay for each vacation year.

g) *Vacation choices shall be on the basis of Company seniority, except that no employee shall be allowed to choose more than two (2) weeks until all employees have had the opportunity of registering their choice.

The Company shall allot the number of persons allowed at any one time in each category, but not less than one person at any time of year, except from December 15th to January 10th. However, special circumstances will be considered. Vacation choices, once chosen, shall not be changed except by mutual consent between the Company, the employee, and the Union.

h) For the purpose of defining amount of 'service' in regards to vacation, all vacations taken in one (1) year will be based on employment with the Company, as of the employee's anniversary date. Employees will have access to their Vacation totals during work hours.

i) If an employee is dismissed for cause, they forfeit all right to vacation pay other than prescribed by law.

ARTICLE 9 - LEAVE-OF-ABSENCE

The Company agrees to grant leave-of-absence without pay to not more than one (1) employee to attend Union meetings and conventions, such times not to exceed four and one-half (4 1/2) days in total per year.

ARTICLE 10 - SENIORITY AND PROMOTIONS

a) A new employee shall be considered a probationary employee and shall have no seniority rights for the first six (6) months of employment, at which time they shall be considered a regular employee and shall be placed on the seniority list at that time with seniority from the original date of hire. During the probationary period, the Company shall have sole right to determine the suitability of the probationary employee for continued employment.

b) For promotions, the Company will consider and recognize ability, qualifications, efficiency, service requirements, and seniority. Seniority shall be given every consideration provided such senior employee meets all the requirements of the vacant position. Promotions in this section shall be considered to be limited to the position of Foreman, or a classification exercising that function, but not above.

c) When a full time position in the Monitoring Centre becomes available, the company shall endeavor to fill the position by posting. The selection sequence shall be as follows.

- The most senior full time bargaining unit employee who is most qualified for the position.
- The most senior part time bargaining unit employee who is most qualified for the position. Successful candidates shall be placed on the appropriate full time pay scale based on accumulated hours.

d) Service Technician Progress Levels

Service technicians will progress through the wage scale based on total hours worked, as indicated in Wage Schedule "A". In addition to hours worked, progression from Service Tech Level 1 to Service Tech Level 2 will depend on acquiring skills and experience as follows:

Service Technician Level 1

As a Service Technician Level 1, you will acquire the following skills and knowledge through various in-house training programs and on the job training with senior technicians and/or management;

Full knowledge of basic ProTELEC service policies and procedures,

Full knowledge of ProTELEC safety policies,

Full knowledge of basic alarm component technical specifications – installation and performance,

Full knowledge of ProTELEC alarms systems end user keypad function operations (Tellier, DSC, First Alert, DMP),

A pass mark of 75% or higher on the CANASA Alarm Technical Pre-Requisite Training Course

Demonstrated ability to perform minor service calls on residential and commercial alarm

systems, such as

change batteries,

replace door contacts

replace various detectors (motion, smoke, glass break, etc.)

instruct customers regarding various system functions; arming/disarming, bypassing, adding and deleting user codes, viewing trouble conditions, etc.,

A pass mark of 75% or higher on the CANASA Level I Alarm Technician Course.

Successful completion of Class "M" Limited Electrical License,

Upon successful demonstration of the above knowledge, skills and completion of courses, and a successful positive evaluation of performance, you will advance to Service Tech Level 2. The evaluation will include consideration of employee's record of attendance, appearance and attitude.

Service Technician Level 2

As a Service Technician Level 2 you will build on your Tech 1 knowledge and acquire the following skills and knowledge:

Demonstrated ability to install, program and service various ProTELEC radio transceivers (AES and Safecom),

Demonstrated ability to install, program and service various ProTELEC cellular transmitters (DSC and Ademco cellular transmitters),

Demonstrated ability to download various ProTELEC panels to retrieve programming information, event buffers and program control panels,

Demonstrated ability to service all type of ProTELEC customers, from the small residential security systems to the large commercial systems,
Demonstrated ability to install residential and commercial alarm systems,
Full knowledge of commercial control panel (DMP), programming and operation.
Full knowledge of commercial end user software (DMP's System Link) and demonstrated ability to install, set up and train customers on its features,
Knowledge necessary of networking and Internet Protocol (IP) as it relates to ProTELEC products and services,
Demonstrated ability to install, program and service commercial door control systems (DMP),

Commercial Specializations:

Successful demonstration of the above knowledge, skills and completion of courses and a successful positive evaluation of performance will enable you to begin training for the following commercial specializations:

CCTV Systems
Card Access Systems
Health Care Communication Systems
Sound Systems

The evaluation will include consideration of employee's record of attendance, professional appearance and attitude.

Specialization training will be comprised of:

in-house training
successful completion of manufacturer training courses
on-the-job training

Once completed and the employee is deemed capable of servicing in one of the above specializations, an additional premium will be paid per specialization as per schedule "A".

Note: It is understood that Technicians will be afforded the opportunity to receive the skills, experience, knowledge, testing and training outlined above, and that progression from Service Technician Level 1 through Service Technician Level 2 will proceed for all willing Service Technicians. Wage increases as indicated in Wage Schedule "A" will not be denied as the result of the company's failure to provide such opportunities. It is further understood that opportunities to receive the training and wage premiums related to the commercial specializations will be made available to all qualified Service Technicians when such specialized work is available.

e) Lay-offs shall be by Company and Category seniority, excepting in the case where a junior employee has a qualification required by the Company in its operations not possessed by a more senior man.

f) Any employee laid off due to shortage of work who has been notified in writing at their last known address to return to work, and who within seven (7) working days has failed to return, shall be considered to have quit their employment voluntarily, and their existing seniority rights shall be terminated. When notice of aforesaid is sent to any employee, a copy shall also be mailed immediately to the Business Manager of the Union.

g) In the case of an employee transferred to a supervisory position being transferred back to a position subject to the Agreement, the seniority accumulated during the time served in the supervisory position shall be added.

h) Upon request the Company shall provide the Union with an up-to-date list of the seniority standing of all employees covered by the Agreement.

ARTICLE 11 - GRIEVANCE PROCEDURE

a) POLICY GRIEVANCE - Any difference arising between the Company and the Union relating to the meaning, application, or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable may be dealt with as a policy grievance and commencing at Step (d). Whenever a difference arises between the Union and the Company, there shall be no stoppage of work, and the parties shall meet and confer in an effort to settle the difference.

(b) If the Company has a grievance against the Union, the grievance may be submitted in writing by the General Manager to the Union Business Manager or designate. A Step (d) meeting shall be held within five (5) working days following receipt of the grievance. The Union shall render a written decision within five (5) working days of such meeting.

If the Union has a grievance against the Company, the grievance may be submitted in writing by the Business Manager or designate to the Company General Manager. A Step (d) meeting shall be held within five (5) working days following receipt of the grievance. The Company shall render a written decision within five (5) working days of such meeting.

(c) AN EMPLOYEE, (or employees) who claim a violation of the Collective Agreement shall submit their grievance in writing on the approved form within ten (10) days of the occurrence of the alleged violation. The grievance shall be given to the Shop Steward who, accompanied by the grievor if so desired, shall submit the grievance to their immediate Supervisor for settlement. The Supervisor shall give a reply within five (5) working days.

(d) Failing a satisfactory settlement at the above stage, the Union Grievance Committee consisting of one (1) employee and the Union Business Manager or designate, shall within five (5) working days submit the grievance to the General Manager of the Company. A meeting shall be held between the General Manager, or their nominee, and the Union Grievance Committee within five (5) working days after the Manager's receipt of the grievance, or such longer time as may be mutually agreeable between the parties. The General Manager shall submit a written decision within five (5) working days after meeting with the Union Grievance Committee.

(e) Failure to proceed with any further stage of the grievance procedure shall result in a grievance being considered abandoned.

(f) Failure to arrive at settlement through the above grievance procedure shall free either party to the agreement to proceed through Arbitration in accordance with the Manitoba Labour Relations Act, Section 78.

(g) Each party shall bear the expense of its appointee (where an arbitration board is agreed to) and one-half (1/2) the expense of the sole arbitrator or Chairman of the Arbitration Board. Witness fees and allowances shall be paid by the party calling the witnesses. No cost of arbitration shall be awarded to or against either party.

(h) Union members of the negotiating committee or grievance committee shall be paid at straight time for the time spent on grievances and negotiating, providing such time is during regular shift. All meeting times shall be as mutually arranged.

ARTICLE 12 - REPRESENTATION

The Union and the Company shall keep each other informed of all names of officers, managers, etcetera, and shall exchange contact information as appropriate.

ARTICLE 13 – BENEFITS-SICK LEAVE WITH PAY

13.01 The provisions of this article shall cover employees absent from work as a result of a personal disability caused by accident or sickness, excluding accidents covered by the Workers Compensation Board.

13.02 Sick leave will not be paid to employees with less than 1040 Hours service; however, upon completion of 1040 Hours service, employees shall be credited with 8 Hours per month from their date of employment.

The company agrees that all employees covered by this Agreement shall accumulate jury duty leave on the basis of 8 Hours per month to a maximum of 64 Hours per calendar year. The 64 Hours will not accumulate into the following calendar year. Technicians shall accumulate jury duty leave on the basis of 8 Hours for every 160 hours completed.

13.03 Sick leave credits will accrue at the rate of 8 Hours per 160 Hours worked of service accumulative to a maximum of 952 Hours. The Accrual Bank will be included on quarterly trackers.

13.04 Employees claiming sick pay under the terms of this agreement may be required to furnish a Doctor's certificate certifying that the employee was unable to perform their normal duties due to personal accident or sickness.

13.05 Sick leave benefits shall be paid subject to a waiting period based on duration of employment with the Company. The following shall apply:

0 – 6 months: not eligible

6 -12 months service: 24 Hour (three (3)) day waiting period

12- 24 months service: 16 Hour (two (2)) day waiting period

24 - 36 months service: 8 Hour (one (1)) day waiting period

More than 36 months: 4 Hour (one half (1/2)) day waiting period

13.06 Effective the date of ratification of this agreement, the Company will organize, administer and pay 100% of the Great-West Life Group Benefit Plan (Group Policy No. 163494). The Long Term Disability portion of the same plan will be funded by the employees.

The Company will notify the Union of any changes to the benefit plan, and will not reduce any of the benefit coverage during the life of the Collective Agreement.

13.07 Sick leave credits are based on full-time employment. Sick leave credits have an annual accrual of 96 Hours (8 Hours per month) and are placed in the employee's accrual bank (13.03).

Sick leave credits may be accessed as follows:

Annual Paid Sick Time Entitlements Effective January 2021 12 Day Accrual Per Year	
Occasional Illness	Long Term Illness
<ul style="list-style-type: none"> • 5 days per year Accrual and Maximum Usage • Used for occasional absence of 4 consecutive days off or less • Used for minor occurrence of cold, flu, short term resolvable sickness • Any unused sick days from the occasional illness bank of time will be transferred to the long term illness bank of time at the end of each year for future use. 	<ul style="list-style-type: none"> • 7 days per year Accrual (Usage based on Medical documentation and Accrual bank) • Used for longer term illness resulting in the need to be absent for 5 consecutive days or more • Sick time accrued prior to January 1, 2021 will be retained in the employees long term illness bank for use should it be required • The employee may access the Company's Long Term Disability benefit as required to cover any time off required that may not be available through this provision. • Long term illness claims will require a doctors certificate with detail respecting the need for accommodation, potential return to work timing and any other available information supporting the need to be absent for a long period of time. • The Company reserves the right to request a second opinion/assessment, by a medical practitioner of their choosing, and will pay the cost of said assessment. • All unused sick days will remain in the long term illness bank for future use, should it be required. Upon termination of employment, sick time will not be paid out.

ARTICLE 14 - UNIFORMS

a) Service Technicians will be required to wear a Company logo'd uniform consisting of the following items: shirts, pants, jackets, and coveralls where applicable. The company will determine the number of items provided.

Full uniforms must be worn at all times when on duty. The company reserves the right to have any employee reporting for work out of full uniform to leave and only return when in uniform.

No personal outer clothing will be allowed with the uniform unless prior permission has been given by the Manager for that particular garment and provided the Company supplies said suitable garment.

Emergency situations where uniforms cannot be worn can be reported to the Manager for their consideration.

b) Uniforms shall be supplied and replaced where necessary at no cost to the employee. However if the reason for replacement of uniform is due to negligence of the employee the company reserves the right to have the employee pay for the replacement. The company agrees to have Spring/Fall jackets cleaned and maintained as necessary. The employee will be responsible for the cleaning and maintenance of the balance of the uniform items.

c) Upon leaving the Company's service, employees shall surrender all company logoed uniform items.

d) The employer agrees to reimburse employees for the purchase of **Prescription Glasses** for the total cost to maximum of \$130.00 per annum payable upon proof of purchase.

e) Monitoring Services Staff will not be provided with company uniforms but are required to comply with the company's dress code policy. See attached policy

***ARTICLE 15 - SPECIAL PROVISIONS**

a) The Company agrees to notify all employees of vacant or new positions, and interested employees may submit written applications for consideration.

b) The Company will replace as soon as possible all worn-out or broken tools used by employees in the course of employment. Employees working in the Central Station will be furnished with pens. All broken or worn-out items must be turned in before or at the time replacement is issued. Each employee will supply their own tools as listed in Schedule "B" and the Company will furnish any other tools deemed necessary.

c) The Company will provide bulletin boards for the posting of Union notices and announcements.

d) All employees must adhere to the company's confidentiality agreement.

*e) The Company will provide cell phones to Employees who require them for job related duties. All Apps will be installed and used necessary to complete the job.

Note: Employees hired before January 1st, 2018 who are currently using their own phones will have the option of continuing to use their own cell phone as stated below. All Apps necessary to complete their job will be installed and used on their phones.

Employees working in the Installation Department who require a cellular phone for job related duties will be reimbursed at a maximum of \$40.00 per month upon proof of activation.

If an employee takes more than 10 days off in a month, the \$40 will be reduced by \$1.80 for each day off after the 10th day in the same month.

If/When the duties associated with personal wireless telephones change with respect to company mandated business, a revisit to the amount reimbursable will be discussed between the company and the union.

f) When introducing a new product to be monitored by the monitoring station, the company shall endeavor to train the monitoring members prior to product launch/installation. Training shall include written standard operating procedures and information required to provide end user support.

g) It is understood that customer care calls will be taken by operators as part of "union member work".

ARTICLE 16 - TRAVELLING & LIVING ALLOWANCES

a) Mileage rates for use of employee owned automobile travelling on assignment for the Company shall be forty cents (40 cents) per kilometre, and the Company will pay all reasonable parking costs. Installers using their personal vehicles have the option of being reimbursed \$270.00 a month in lieu of a per kilometre allowance, this allowance is based on 20 days worked and will reduce by \$13.50 a day for every day absent. When travelling outside the Winnipeg Perimeter Highway additional per kilometre rates shall apply at forty five cents (45 cents) per kilometre. Once a year on January 1st Installers will have the ability to change the reimbursement option from flat rate to per kilometre or visa versa. All Installers must be on flat rate or per kilometre and it shall be decided by consensus amongst the group.

b) Employees assigned to installation and maintenance duties shall receive mileage rates computed to and from a job outside a Central Station, and from job to job during the work period. Mileage rates from home to job and from job to home shall not be paid unless at Company request.

c) Employees shall report on the job or work assignment at the beginning of their shift where the job or work assignment is within the Winnipeg Perimeter Highway and shall work their full eight (8) hour shift.

d) 1. Living allowances for work assignments necessitating the employee to stay overnight shall be paid proportionately, as follows: Actual cost to be reimbursed on production of approved receipts.

2. Any employee who is compelled to eat their dinner out-of-town on a one (1) day trip shall be entitled to reimbursement on their dinner expense upon giving a receipt to the employer.

e) Employees travelling on out-of-town assignments for the Company, the following shall apply:

1. Receive whenever possible one week's notice of assignment.

2. Public transportation when requested by the Company to travel by such. On out-of-town jobs lasting five (5) working days or more, the Company shall either authorize one man to take their own vehicle or supply transportation to the job site.

3. Receive no mileage compensation when travelling in Company owned vehicles.

4. On out-of-town jobs where an employee receives living allowances, they shall be returned home at Company expenses every two (2) weeks on jobs lasting three (3) weeks or more. If the job is within one hundred and fifty (150) miles they may return home weekends and receive as travelling allowances the amount saved by the Company on living expenses.

f) Time travelling on Company instructions shall be paid for on a straight time basis, excepting that when sleeping accommodations are provided en-route between the hours of 10:00 p.m. and 8:00 a.m. and no time shall be paid for a meal period of one (1) hour for each meal provided en-route.

g) An employee who uses their private vehicle for Company business for which they are being compensated shall be required to carry the minimum amount of insurance deemed necessary for such use by Manitoba Autopac.

ARTICLE 17 - RESIGNATION AND DISMISSAL

a) Employees with one year or more of service wishing to resign shall send written notice to their Supervisor at least two (2) weeks before leaving the Company. Employees with less than one

year but more than 30 days of service shall send written notice at least one (1) week before leaving the company.

b) When the service of a regular employee is dispensed with (except when dismissed for cause), such employee, and the union, shall receive notice from the Company as follows:

less than 1 year employment: 1 week
at least 1 year and less than 3 years: 2 weeks
at least 3 years and less than 5 years: 4 weeks
at least 5 years and less than 10 years: 6 weeks
at least 10 years: 8 weeks

c) An employee, other than regular, shall be governed by the Employment Standards Act.

*d) The Company shall not discipline or dismiss any employee bound by this Agreement except for just cause.

*The Company agrees that when a written record is to be placed in an employee's file following a verbal discussion and such record indicates a warning of possible future disciplinary action, the employee will be required to read and initial the record with the understanding that the record will be retained in their personnel file. Initialing the record does not necessarily signify concurrence. The employee shall be informed by the Company of their right to have a Union representative present if desired. Any reply by the employee shall become part of their record.

e) The company shall notify the union of all disciplinary actions against employees no later than one business day after such action is taken.

f) All disciplinary letters or references of a disciplinary nature in an employee's file shall be destroyed after two years, providing there have been no further disciplinary letters placed in their file within that two year period.

ARTICLE 18 - SPECIAL MERIT INCREASES

Higher wages and salaries may be paid at the discretion of the Company when warranted by ability and quality or service rendered. Such higher payment shall be by increments as per wage schedules, or if above such schedules, in ratio.

ARTICLE 19 - LABOUR MANAGEMENT COMMITTEE

The company and the union shall meet as requested by either party to address issues of mutual concern. The company and the union commit to resolving differences through consultation and discussion.

ARTICLE 20 - STRIKES & LOCKOUTS

It is agreed that no strike, stoppages of work, or slow-down of work will be called or participated in by the Union during the term of this Agreement, and no lock-out caused by the Company during the term of this Agreement. It is agreed that no part of this agreement is to be interpreted as requiring members of the Union to cross or work behind a recognized picket line.

ARTICLE 21 - RETROACTIVITY

Retroactivity of wages shall apply to those employees on the payroll of the employer as at the date of this agreement and who have not given notice prior to the date of ratification.

ARTICLE 22 - MONITORING SERVICES ADDITIONAL PAY PREMIUMS

a) Shift Supervisor - in the absence of a supervisor for reason of sickness, vacation etc. the Company will select a qualified employee based on skill set, seniority, and scheduled availability to manage the Monitoring Operation. An additional premium as per schedule "A" of the agreement will be paid for all hours worked as the acting supervisor.

b) If a new position becomes available in the Monitoring Centre that is Unique or a "one of" to fill the needs of the business, then the position will be bulletined. The Wage Premium will be determined from the existing premiums listed, or a higher premium may be established where warranted by ability and skill set. This position and premium will be discussed by the Company and Union before implemented.

ARTICLE 23-WAIVER & ENFORCEMENT OF PROVISIONS

The parties agree that the waiver of, or failure to enforce or grieve any breach of any provision of this Agreement by either party shall not constitute a precedent for any further or other waiver as to such breach, nor shall it constitute a bar to the enforcement of any other or further breach of any provision of this Agreement.

ARTICLE 24 - EMPLOYEE RETIREMENT SAVINGS PLAN

All employees after (1) year of service have the option to participate in a retirement savings plan by giving notice to the Company.

The company will deduct a minimum of (6%) from each pay period and forward the monies to the agreed upon retirement Savings Plan Agent, along with a list designating the amount for each employee. The employees can annually change the amount deducted. All funds are the employee's and as such, an employee has the right to withdraw these funds, and will be responsible for all taxes, etc. The Company's responsibilities end with the deduction from pay cheque and forwarding of proper funds and distribution lists to the designated agency. The company shall not contribute to the plan.

ARTICLE 25 - MODIFICATION & TERMINATION

This agreement shall remain in full force and effect from the first day of **January 2021** until December 31, **2023** and thereafter from year to year unless either party gives to the other party written notice of termination or modification by registered mail within a period of not more than sixty (60) days nor less than thirty (30) days prior to the annual expiration date. In the event of such notice of termination or modification being given, the parties agree to meet within thirty (30) days of its receipt to negotiate with a view to agreeing on terms and conditions for the renewal or modification of the Agreement. The terms and conditions of the existing agreement shall remain in effect during the period of such negotiations.

ARTICLE 26 – DENTAL PLAN

Effective the date of ratification of this agreement, the dental plan as outlined and included in the Great West Life Group Benefit Plan booklet (Group Policy No. 163494) will form part of the Collective Agreement. The total cost of the yearly premium will be paid by ProTELEC Security and Safety Ltd.

The Group Benefit Plan document and conditions respecting Commencement and Termination of Coverage shall govern in all respects.

ARTICLE 27- OVERTIME POLICY

Should overtime come available for any unionized position due to sick leave, vacation coverage or any other unionized staff shortage, unionized staff will be given first opportunity for shift coverage as required based on the company's determination of workload and service level requirements.

Management will attempt to contact any unionized staff members that are not scheduled to work or offer to increase the duration of unionized staff members all ready on shift to fulfill the need requirements.

Management will document all attempts and the results of each. Overtime will be given to the first available member and seniority will have no determining factor in scheduling or offering of overtime.

Due consideration shall be given to the equal distribution of overtime relative to the abilities of the available personnel.

ARTICLE 28-DEFINITIONS

28.01 "Regular Employee"-refers to Full Time and Part Time employees.

*** WAGE SCHEDULE A**

Field Service Technician Wage Schedule

Required Worked Hours	New Rate January 1, 2021	Approximate Time	Notes
Starting Wage	\$19.23		
1040 hours worked	\$19.85	Approx 6 months	
2080 hours worked	\$20.43	Approx 12 months	
3120 hours worked	\$21.59	Approx 18 months	
4160 hours worked	\$22.32	Approx 24 months	
5200 hours worked	\$22.95	Approx 30 months	
6240 hours worked	\$25.28	Approx 36 months	

While Training New Service Technicians	\$2.00/hr
Trained for CCTV, Access Control, Health Care Systems, Sound Systems	\$2.00/hr

Monitoring Services Wage Schedule

Required Worked Hours	New Rate July 5, 2021	Approximate Time
Starting Wage	\$14.71	
1040 hours worked	\$15.77	Approx 6 months
2080 hours worked	\$17.86	Approx 12 months
3120 hours worked	\$18.65	Approx 18 months
4160 hours worked	\$19.44	Approx 24 months
5200 hours worked	\$20.49	Approx 30 months
6240 hours worked	\$21.01	Approx 36 months
7280 hours worked	\$21.54	Approx 42 months
8320 hours worked	\$22.59	Approx 48 months
9360 hours worked	\$23.11	Approx 54 months
10400 hours worked	\$24.16	Approx 60 months
11440 hours worked	\$24.66	Approx 66 months
12480 hours worked	\$25.71	Approx. 72 months
13520 hours worked	\$26.55	Approx. 78 months

Shift Supervisor Premium	\$2.00/hr
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ProTELEC wage schedules:

Effective January 1, 2022 all wages will be increased by the Statistics Canada increase in the All Items Consumer Price Index for Manitoba covering the period October 2020 to October 2021.

Effective January 1, 2023 all wages will be increased by the Statistics Canada increase in the All Items Consumer Price Index for Manitoba covering the period October 2021 to October 2022.

Wage increase rates from Statistics Canada will be provided by the Union to the Company as soon as they become available in order for them to be processed on January 1 pay period.

*Salary rates for Installers and Service Technicians shall be adjusted by the same method as above.

Installer Salary Schedule

Apprentice	Annual Salary	Point Rate for Additional	Salary Range Consideration Criteria
	\$33,592.00	\$16.15	<ul style="list-style-type: none"> •Must complete a minimum of 6 months with a senior Installer/Service Tech. •Must complete and pass CANASA Tech level 1 course •Must complete all in house ProTELEC tests •Awareness & limited ability to wire and install ProTELEC's alarm panels (with senior Installer supervision) •Positive Installer/Trainer feedback •Positive performance review feedback from Mgmt. •Good interpersonal skills-sales, admin. Etc. •Attendance, reliability at high level •Adherence to policies and procedures

8 Points per Day	Annual Salary	Point Rate for Additional	Salary Range Consideration Criteria
	\$36,732.80	\$17.66	<ul style="list-style-type: none"> •Competency in wiring and installation of ProTELEC's alarm panels (As assessed by senior Installer)
	\$37,793.60	\$18.17	<ul style="list-style-type: none"> •Obtain Class M licence within 14 months of moving out of Apprentice role. Class M required to maintain employment in Installer role.
	\$38,833.60	\$18.67	<ul style="list-style-type: none"> •A corporate installation goal of max 5% of call backs & incompletes combined on an annual basis
	\$39,873.60	\$19.17	<ul style="list-style-type: none"> •Ability to work independently on residential and commercial jobs with competency in all product lines.
	\$40,934.40	\$19.68	<ul style="list-style-type: none"> •Positive Customer feedback
	\$41,974.40	\$20.18	<ul style="list-style-type: none"> •Positive performance review feedback from Mgmt.
	\$43,035.20	\$20.69	<ul style="list-style-type: none"> •Good interpersonal skills-sales, admin. Etc.
	\$44,096.00	\$21.20	<ul style="list-style-type: none"> •Attendance, reliability at high level
	\$45,136.00	\$21.70	<ul style="list-style-type: none"> •Adherence to policies and procedures
	\$46,176.00	\$22.20	
	\$47,216.00	\$22.70	
	\$48,297.60	\$23.22	
	\$49,337.60	\$23.72	
	\$50,377.60	\$24.22	
	\$51,438.40	\$24.73	
	\$52,478.40	\$25.23	

Installer Salary Schedule (Page 2)

10 Points per Day	Annual Salary	Point Rate for Additional	Salary Range Consideration Criteria
	\$47,216.00	\$22.70	•Expert abilities to wire and install ProTELEC's alarm panels and all devices
	\$48,297.60	\$23.22	•Class M licence required.
	\$49,337.60	\$23.72	•A corporate installation goal of max 5% of call backs & incompletes combined on an annual basis
	\$50,377.60	\$24.22	•Ability to work independently on residential and commercial jobs with expertise in all product lines.
	\$51,438.40	\$24.73	•Positive Customer feedback
	\$52,478.40	\$25.23	•Positive performance review feedback from Mgmt.
	\$53,518.40	\$25.73	•Good interpersonal skills-sales, admin. Etc.
	\$54,579.20	\$26.24	•Attendance, reliability at high level
	\$55,640.00	\$26.75	•Adherence to policies and procedures
	\$56,680.00	\$27.25	•Ability and willingness to train and mentor Apprentices
	\$57,720.00	\$27.75	•Supervision not required
	\$58,780.80	\$28.26	
	\$59,820.80	\$28.76	
	\$60,860.80	\$29.26	
	\$61,942.40	\$29.78	
	\$62,982.40	\$30.28	
	\$64,022.40	\$30.78	
	\$65,062.40	\$31.28	
	\$66,123.20	\$31.79	
	\$67,184.00	\$32.30	
	\$68,224.00	\$32.80	

Installer Salary Schedule (Page 3)

12 Points per Day	Annual Salary	Point Rate for Additional	Salary Range Consideration Criteria
	\$52,478.40	\$25.23	•Expert abilities to wire and install ProTELEC's alarm panels and all devices
	\$53,518.40	\$25.73	•A corporate installation goal of max 5% of call backs & incompletes combined on an annual basis
	\$54,579.20	\$26.24	•Ability to work independently on residential and commercial jobs with expertise in all product lines.
	\$55,640.00	\$26.75	•Class M licence required
	\$56,680.00	\$27.25	•Positive Customer feedback
	\$57,720.00	\$27.75	•Positive performance review feedback from Mgmt.
	\$58,780.80	\$28.26	•Good interpersonal skills-sales, admin. Etc.
	\$59,820.80	\$28.76	•Attendance, reliability at high level
	\$60,860.80	\$29.26	•Adherence to policies and procedures
	\$61,942.40	\$29.78	•Ability and willingness to train and mentor Apprentices
	\$62,982.40	\$30.28	•Supervision not required
	\$64,022.40	\$30.78	
	\$65,062.40	\$31.28	
	\$66,123.20	\$31.79	
	\$67,184.00	\$32.30	
	\$68,224.00	\$32.80	
	\$69,284.80	\$33.31	
	\$70,324.80	\$33.81	
	\$71,364.80	\$34.31	
	\$72,425.60	\$34.82	
	\$73,465.60	\$35.32	

Compensation Notes

- Installers salary will be tied to a point level (ie. 8 points per day) and every two weeks, total installer points will be reviewed by payroll. An installer will be paid their regular salary (ie. for 80 points) even if their actual points worked were less than 80. An installer who works more than their agreed to salary level of points will be paid, at their point rate, for additional points worked providing they were pre-approved.
- Installers who complete their points per day before the end of the day are able to end their workday. It is the expectation of management that the installer will work their agreed to points each and every day. For example, if an 8 point per day installer is only assigned and completes 6 points during regular working hours, it is expected that the installer will call in to obtain additional work if available.
- Installers who consistently work less points per day than agreed to, due to poor performance or unwillingness to perform work, will have a salary adjustment reflecting reduced points per day. Note, this is would not apply if we do not have sufficient work for them, this would apply due to poor installer productivity & performance.
- Installers wishing to earn over and above their salary may do so in two ways:
 - By working more pre-approved points over and above their agreed to points per day.
 - By working at a consistent high level enabling them to move to a higher salary level. A favorable performance review addressing all of the points above (but not limited to) will address salary level.
- A Full-time employee will be eligible to receive their next increment on the first pay period following their last annual increase (twelve (12) month increments). In the event that employment is broken by unpaid leave, except Union leaves not in excess of two (2) weeks, or Workers Compensation, the date of the increment will be adjusted to reflect the unpaid leave.
- An employee may have an increment withheld due to unsatisfactory work performance as determined by the Company. In such situations, the Employee will be notified at the annual performance review as performance is evaluated against the Salary Range Consideration Criteria. The Union will receive a copy of the performance review documentation, with performance criteria metrics and comments clearly stated.

- An increment shall not normally be withheld longer than (6) months. If after a period of six (6) months from the date the increment was withheld, the Company considers the employee's work performance still unsatisfactory, the Company may deem the employee to be at their maximum wage rate until such time as the Company considers an increment is warranted by improved work performance.
- Employees will reach their maximum salary in their pay level at the 6 year mark or less if they are meeting their performance reviews.
- Work will be assigned as fairly and equitably as possible in order for Installers to meet their point expectations.
- Installer Salaries and Point Rates shall be adjusted by the same COLA Stat as listed in all Wage Schedules.

Letter of Understanding Modification & Termination

Negotiations of a new agreement can commence up to four months prior to the expiration of the current agreement. The intent is to ensure adequate time to agree to terms and conditions for the renewal or modification of the Agreement.

Letter of Understanding Retroactivity of Wages

This will confirm our understanding of the above subject as agreed during negotiations between IBEW Local 435 and ProTELEC Security and Safety Ltd., as follows:

It is understood that the new Wages and Salaries will be adjusted effective **July 5, 2021**.

ProTelec Dress Code Policy

Our people and facility bring forth many positive comments on the distinctive professional image of ProTELEC Security and Safety Ltd. On any given day we may be hosting one of our customer, suppliers, media, or staff from our branch office.

We foster a progressive culture of respect and professionalism. We want our employees to enjoy a pleasant and safe work environment. We want our employees to be comfortable in the work place while keeping in mind the importance of maintaining a professional work environment.

It is important that our appearance and attire reflect the professional image that ProTelec has become known for. With this in mind all staff members must adhere to a professional dress code policy as follows:

Examples of appropriate work attire would be:

- General appearance- neat, clean, well-groomed, business appearance that conveys professionalism
- Collared shirts, shirts, sweaters, dress or Dockers style pant, skirts, "skorts" along with close toed shoes/boots
- During the summer months golf shirts and open toe shoes/dress sandals may be permitted provided they maintain the professional image we want to achieve

Examples of inappropriate work attire would be:

- General appearance- does not convey professionalism
- Denim of any sort, including jeans, jean skirts or jackets
- Athletic wear, including runners, sweats, shorts, tights, track suits or sweatshirts
- T-shirts, tank-tops, unprofessional/provocative shirts or tops (which would include low-cut tops or bare midriffs)
- Shirts with logo's other than ProTELEC, or product that we sell or supply
- Flip flops, casual sports sandals, baseball caps, hats, toques

We also have a scent free policy as we have to respect that other co-workers may have allergies to perfumes or cologne, and these fragrances can make for unpleasant work environment.

Consult your manager/supervisor if you have questions as to what constitutes appropriate attire.

Schedule "B"

TOOL'S REQUIRED BY SERVICE TECHNICIANS

DRILL

DRILL BITS

1/8"

1/4"

3/8"

3/4" SPADE

1" SPADE

STANDARD SET

FLASH LIGHT

STAPLER

LEVEL

BUTT SET

MULTI METER

SCREW DRIVERS:

ROBERTSON YELLOW

ROBERTSON GREEN

ROBERTSON RED

PHILLIPS SMALL

PHILLIPS LARGE

FLAT BLADE

TERMINAL SCREW DRIVER

PRY BAR

FISH TAPE

NEEDLE NOSE PLIERS

LINES MAN PLIERS

SOLDERING IRON & SOLDER

HAMMER

NAIL PUNCH

SIGNED ON BEHALF OF THE COMPANY

Sept. 24, 2021

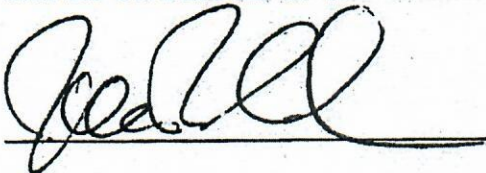


Harry Black

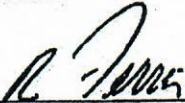


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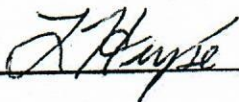
SIGNED ON BEHALF OF THE UNION



Joe Breland



Richard Ferris



Lisa Hupe